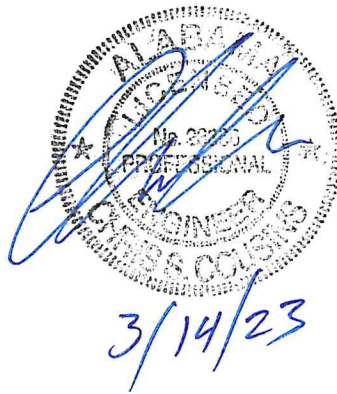


**THE CITY OF ALEXANDER CITY, ALABAMA  
SPECIFICATIONS - CONTRACTUAL DOCUMENTS  
2021 CDBG WATER MAIN IMPROVEMENTS  
BID #23-10**



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

**MARCH 2023**

**THE CITY OF ALEXANDER CITY, ALABAMA  
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# GENERAL

## ADVERTISEMENT FOR BIDS

Sealed proposals for the construction of **2021 CDBG Water Main Improvements Bid #23-10** will be received by The City of Alexander City, Alabama (Owner) at the Alexander City Clerk's office, 281 James D. Nabors Drive, Alexander City, Alabama 35010 until **2:00 PM**, the prevailing time, on **April 6, 2023**, or by mailing to P.O. Box 552, Alexander City, Alabama 35011 at which time and place they will be publicly opened and read. The bid is comprised of the following principal items and approximate quantities:

4,500 ± LF of 6" HDPE Water Main Installed by Horizontal Directional Drilling  
Miscellaneous Appurtenances and Work

Plans and Specifications may be inspected at the Alexander City Water Services Department and Municipal Consultants, Inc. in Birmingham, Alabama and they may be obtained from the office of Municipal Consultants, Inc., 200 Century Park South, Suite 212, Birmingham, Alabama 35226, upon payment of **\$75.00**. Cost of plans and specifications are non-refundable. Plans and specifications may also be downloaded from the City of Alexander City at [[www.alexandercityal.gov/rfps](http://www.alexandercityal.gov/rfps)].

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

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

The Owner reserves the right to reject any or all proposals and to waive technicalities. No Bidder may withdraw his bid within sixty days from the date set for receiving of the same. There will be a Pre-Bid Meeting for this project at the Municipal Complex, 281 James D. Nabors Drive, Alexander City, Alabama 35010 at **11:00 AM** on **March 29, 2023**.

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

By: Curtis "Woody" Baird  
Title: Mayor

# BID DOCUMENTS

## GENERAL INFORMATION FOR BIDDERS

BIDS will be received by the City of Alexander City, Alabama (herein called the "OWNER"), at the Alexander City Clerk's office, 281 James D. Nabors Drive, Alexander City, Alabama 35010 until **2:00 p.m.**, the prevailing time, on **April 6, 2023**, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to the City of Alexander City, Alabama at 281 James D. Nabors Drive, Alexander City, Alabama 35010. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **2021 CDBG Water Main Improvements Bid #23-10** and the envelope should bear on the outside the name of the BIDDER, his address, his license number if applicable and the name of the Project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at P.O. Box 552, Alexander City, Alabama 35011.

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

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

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

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

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

Each BID must be accompanied by a BID BOND payable to the OWNER in the amount described in the General Specifications. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed, the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment



BOND and performance BOND have been executed and approved, after which it will be returned. A cashier's check may be used in lieu of a BID BOND as described in the General Specifications.

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

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

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

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

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

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

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

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

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the Contract throughout.

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

from any obligation in respect to his BID.

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

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

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

A mandatory Pre-Bid conference for prospective BIDDERS will be held at City Hall or the Municipal Complex at **11:00 a.m.** on **March 29, 2023**. It shall be the responsibility of the bidders to have a thorough understanding of the plans, specifications, and other contract documents and to include all costs in their bids for fully complying with all requirements.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_ as  
Surety, are hereby held and firmly bound unto The City of Alexander City, Alabama as  
OWNER in the penal sum of \_\_\_\_\_ for the  
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,  
successors and assigns. Signed, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The Condition of  
the above obligation is such that whereas the Principal has submitted to the Owner a certain  
BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the\_  
2021 CBDG Water Main Improvements Bid #23-10.

NOW, THEREFORE,

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

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within

which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

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

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

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

**THE CITY OF ALEXANDER CITY, ALABAMA  
SPECIFICATIONS - CONTRACTUAL DOCUMENTS  
2021 CDBG WATER MAIN IMPROVEMENTS  
BID #23-10**

**INSURANCE REQUIREMENTS CERTIFICATION**

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

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

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

Contractor \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

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**LIST OF SUBCONTRACTORS**

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

**ITEM OF WORK**

**SUBCONTRACTOR NAMES**

_____	_____
_____	_____
_____	_____

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

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

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

Contractor \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

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**BASIS OF PAYMENT**

**BASE BID**

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

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

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

**ITEM 1 – HDPE PIPE**

The Contract Unit Price Bid per lineal foot shall be payment in full for the furnishing of all labor, machinery, equipment, materials, and all incidentals necessary and required to install HDPE pipe through Horizontal Directional Drilling (HDD). The Unit Price Bid shall include, but not be limited to: providing the Owner an acceptable pre-construction video of the entire project site (and any other areas which may be affected by construction activities), earth and rock excavation, backfilling, backfilling with crushed stone for drives and paved areas or as required, backfilling with special subgrade material where rock or unstable subgrade material is encountered and removed or as required, the compaction of ditches, dress up, temporary asphalt patching, grassing, fencing, clearing and grubbing as required and allowed by the Plans and Specifications, grading work, removal of debris and excess material, replacing any

property damaged, asphalt and concrete replacement and repair, paying all fees, furnishing bonds, concrete bracing, handling and repairing existing utilities and storm drains, providing all requirements of Department of Transportation including traffic and pedestrian control to the satisfaction of the City, State, County, or other agencies with jurisdiction over the work areas, the securing of releases from the Departments of Transportation and local authorities, the setting of alignment and grade stakes, rip-rap shown or inferred from the drawings, dewatering, sheeting and bracing, concrete thrust collars, NPDES Permitting, handling drilling fluids, BMP installation and maintenance, flushing, disinfection, testing, and all other accessories and all incidentals necessary and required to complete the work to the satisfaction of the Owner and Engineer. Additional backfill including bedding required for trenches and rock removal shall be included in this item unless specifically covered by other pay items. All miscellaneous and incidental items required by the Plans and/or Specifications but not covered by other pay items shall be covered by this item.

### **ITEMS 2 THROUGH 5 - VALVES AND BOXES**

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

### **ITEM 6 - FIRE HYDRANTS ASSEMBLIES**

The Contract Unit Price Bid per each shall be payment in full for the furnishing of all labor, machinery, equipment, materials, and all incidentals necessary and required to install fire hydrant assemblies including, but not limited to: hydrant trenching, rock removal, backfilling, gate valve and valve box, valve pad and nameplate or concrete donut (whichever is required by detail), piping, anchor couplings, bracing with concrete, rodding as required, slag drain, painting, depth of bury heights as needed, and all incidentals required by the Plans and Specifications. The mainline tee will be paid for under Mechanical Joint Ductile Iron Fittings.

### **ITEM 7 - MECHANICAL JOINT DUCTILE IRON FITTINGS, ALL SIZES**

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



## **ITEMS 8 THROUGH 10 – HYMAX GRIP COUPLINGS**

The Contract Unit Price Bid per each shall be payment in full for the furnishing of all materials, and all incidentals necessary and required to provide HYMAX Grip Couplings. This item shall include, but not be limited to: coupling restraint, bracing, and all incidentals necessary and required to complete the work per the Plans and Specifications and to the satisfaction of the Owner and Engineer. Installation of couplings shall be paid for as part of their respective connection item.

## **ITEMS 11 THROUGH 21 – CONNECTIONS**

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

## **ITEMS 22 AND 23 - SURFACES REPLACED FOR OPEN CUTS**

The Contract Unit Price Bid per square yard shall be payment in full for the furnishing of all labor, machinery, equipment, materials, and all incidentals necessary and required for preparing and replacing pavement removed from roads, driveways, and other paved areas. These items shall include all incidentals necessary and required to complete this work. Measurement for asphalt and concrete pavement replacement shall be per square yard as measured by the Engineer in the field. All paving widths shall be coordinated and approved by Engineer before saw cutting. Anything beyond approved widths will be the responsibility of the Contractor with no pay allowed. No extra payment will be made for pavement replacement required for reasons other than open trench pipe installation at connections, HDD pits, and services. Curb and gutter replacement shall be considered an incidental and included under pipe prices. Temporary patches for surfaces are not included in this item.

## **ITEM 24 – WATER SERVICE RECONNECTION/RELOCATION**

The Contract Unit Price Bid per each shall be payment in full for the furnishing of all labor, machinery, equipment, materials, and all incidentals necessary and required to connect an existing or new water service to the proposed water main. The Unit Price Bid shall include, but not be limited to: installing a new direct tap on ductile iron water main or saddle on PVC

or HDPE water main; corporation stop; curb stop; fittings as required and approved by Engineer; disconnecting existing service from meter; water management; temporary connections as required for flushing, disinfection, and testing; connecting to existing customer service lines; and all incidentals and appurtenances necessary and required to place the existing water meter into acceptable service on the water line. This item shall also include relocating/repositioning existing water meter(s), meter box, service valves, valve boxes, and all associated appurtenances when required by Engineer and Owner to be relocated in the field during construction. Connecting relocated meters and appurtenances to existing customer service lines is also included in this item. New service pipe shall be paid under a different pay item. Costs to replace damaged meter boxes with new meter boxes shall be included in this item.

#### **ITEMS 25 AND 26 – BORED SERVICE PIPE AND CASING UNDER ROADWAYS**

The Contract Unit Price Bid per lineal foot shall be payment in full for the furnishing of all labor, machinery, equipment, materials, and all incidentals necessary and required to install copper service pipe underneath roads, driveways or other areas indicated on the Plans or required by the Engineer using installation methods such as moling, punching, boring etc. which meets the requirements of ALDOT, County, City, etc. as applicable. Length of crossing to be paid under this item shall be determined by the Engineer for each crossing during construction. This price shall be for installation in rock and/or soils. This price includes casing (when required) and service tubing.

#### **ITEMS 27 AND 28 – TRENCHED SERVICE PIPE**

The Contract Unit Price Bid per lineal foot shall be payment in full for the furnishing all labor, machinery, equipment, materials, and all incidentals necessary and required to install copper service pipe by trenching/digging and burying underground. The Unit Price Bid shall include, but not be limited to: earth and rock excavation; backfill; crushed stone backfill for gravel drives and paved areas; backfilling with special subgrade material where rock or unstable subgrade material is encountered and removed; dewatering; compaction of ditches; cleanup; grassing; removal of excess materials; and replacing any property damaged.

#### **ITEMS 29 AND 30 – SERVICE MANIFOLD**

The Contract Unit Price Bid per each shall be payment in full for the furnishing of all labor, machinery, equipment, materials, and all incidentals necessary and required to connect a new service manifold to the proposed water main. The Unit Price Bid shall include, but not be limited to: installing a new direct tap on ductile iron water main or saddle on PVC or HDPE water main; corporation stop; curb stop; fittings as required and approved by Engineer; water management; temporary connections as required for flushing, disinfection, and testing; connecting to existing customer service lines; and all incidentals and appurtenances necessary and required to place the manifold into acceptable service on the water line. This item shall also include all associated appurtenances when required by Engineer and Owner to be relocated in the field during construction. New service pipe shall be paid under a different pay item.

### **ITEM 31 – OWNER DIRECTED ALLOWANCE FOR EXTRA WORK**

This Contract Allowance is an allowance established by the Owner for Extra Work directed by the Owner during construction. Extra Work shall not include work shown or inferred from the Plans and Specifications, the cost of which shall be included in other pay items. For any element of Extra Work paid under this item, the Contractor shall submit a cost proposal to the Owner for the Extra Work. When approved by the Owner, the Contractor shall perform the work in accordance with the approved cost proposal.

### **ITEM 32 - START-UP AND USE OF PROJECT COMPONENTS**

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

## **BID**

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

To the **City of Alexander City, Alabama** (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of **2021 CDBG Water Main Improvements Bid #23-10** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, at the prices stated below, and in accordance with the "Basis of Payment" herein.

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

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

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

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

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

BIDDER acknowledges receipt of the following ADDENDUM:

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

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

**ITEMS OF WORK**  
**BID SCHEDULE**

**BASE BID**

ITEM	QUANT	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	4,500	Linear Foot	8" HDPE Pipe	\$ _____	\$ _____
2	1	Each	2" D.I. RS Gate Valves, MJ and Valve Boxes	\$ _____	\$ _____
3	2	Each	4" D.I. RS Gate Valves, MJ and Valve Boxes	\$ _____	\$ _____
4	12	Each	6" D.I. RS Gate Valves, MJ and Valve Boxes	\$ _____	\$ _____
5	2	Each	8" D.I. RS Gate Valves, MJ and Valve Boxes	\$ _____	\$ _____
6	5	Each	Fire Hydrant Assemblies	\$ _____	\$ _____
7	1	Ton	Mechanical Joint Ductile Iron Fittings, All Sizes	\$ _____	\$ _____
8	12	Each	4" HYMAX Coupling	\$ _____	\$ _____
9	1	Each	6" HYMAX Coupling	\$ _____	\$ _____
10	2	Each	8" HYMAX Coupling	\$ _____	\$ _____
11	1	Lump Sum	Connection A	\$ _____	\$ _____

ITEM	QUANT	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
12	1	Lump Sum	Connection B	\$ _____	\$ _____
13	1	Lump Sum	Connection C	\$ _____	\$ _____
14	1	Lump Sum	Connection D	\$ _____	\$ _____
15	1	Lump Sum	Connection E	\$ _____	\$ _____
16	1	Lump Sum	Connection F	\$ _____	\$ _____
17	1	Lump Sum	Connection G	\$ _____	\$ _____
18	1	Lump Sum	Connection H	\$ _____	\$ _____
19	1	Lump Sum	Connection I	\$ _____	\$ _____
20	1	Lump Sum	Connection J	\$ _____	\$ _____
21	1	Lump Sum	Connection K	\$ _____	\$ _____
22	525	Square Yard	Asphalt Pavement Replaced for Cuts	\$ _____	\$ _____
23	50	Square Yard	Concrete Replaced for Open Cuts	\$ _____	\$ _____
24	71	Each	Water Service Reconnection/Relocation	\$ _____	\$ _____
25	800	Linear Foot	1" Service Pipe - Bored	\$ _____	\$ _____
26	25	Linear Foot	2" Service Pipe - Bored	\$ _____	\$ _____
27	700	Linear Foot	Trenched 1" Copper Service Pipe	\$ _____	\$ _____
28	50	Linear Foot	Trenched 2" Copper Service Pipe	\$ _____	\$ _____
29	13	Each	1" Service Manifold	\$ _____	\$ _____
30	2	Each	2" Service Manifold	\$ _____	\$ _____

ITEM	QUANT	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
31	1	Lump Sum	Owner Directed Allowance	\$ _____	\$ _____
32	1	Lump Sum	Start-up and Use of Project Components	\$ _____	\$ _____

**TOTAL OF BASE BID** \$ \_\_\_\_\_

**ACCOUNTING OF SALES AND USE TAX SAVINGS**

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

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

1. BASE BID: \$ \_\_\_\_\_

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

**MATERIAL DELIVERY LEAD TIMES (SEE SPECIAL PROVISIONS)**

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

HDPE Pipe	_____ calendar days
Ductile Iron Fittings	_____ calendar days
Gate Valves	_____ calendar days
Fire Hydrants	_____ calendar days
HYMAX Grip Couplings	_____ calendar days

Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_

\_\_\_\_\_  
Alabama License Number

\_\_\_\_\_  
Date

(SEAL - if BID is by a Corporation)

Attest \_\_\_\_\_



**ALABAMA IMMIGRATION LAW COMPLIANCE**

State of \_\_\_\_\_

County of \_\_\_\_\_

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

**AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR**

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

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

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

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

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

\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

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

\_\_\_\_\_  
Signature and Seal of Notary Public

**E-VERIFY DOCUMENTATION  
AND  
STATE CONTRACTORS LICENSE  
  
TO BE INSERTED HERE**

**CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

**INSTRUCTIONS:**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY BIDDER:**

Name and Address of Bidder (include zip code): \_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity clause.

Yes  No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes  No

3. Bidder has filed all compliance reports due (Date) under \_\_\_\_\_ applicable instructions, including Monthly Employment Utilization Report (257).

Yes  No  None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes  No

\_\_\_\_\_  
Name and Title of Signer (please print or type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES**

---

Name of Prime Contractor

2021 CDBG Water Main Improvements Bid #23-10  
Project Name

---

---

Project Number

The undersigned hereby certifies that:

- a. Section 3 provisions are included in the Contract.
- b. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- c. No segregated facilities will be maintained.

---

Name and Title of Signer (please print or type)

---

Signature

---

Date

### **CONTRACTOR SECTION 3 PLAN FORMAT (if bid equals or exceeds \$10,000)**

(Name of Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City/County of \_\_\_\_\_.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city/county the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- \*D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- \*E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To list on Table A, information related to subcontracts to be awarded.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of (Name of Contractor), we the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

---

Signature	Title	Date
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Signature	Title	Date
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\*-Loan, grants, contracts and subsidies for less than \$10,000 will be exempt.

**CONTRACTOR SECTION 3 PLAN FORMAT (continued)**

**PROPOSED SUBCONTRACTS BREAKDOWN TABLE A**

FOR THE PERIOD COVERING \_\_\_\_\_, 20\_\_ THROUGH \_\_\_\_\_, 20\_\_

(Duration of the CDBG-Assisted Project)

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Contract (Business or Profession)	Total Number of Contracts	Estimated Number Total Approximate Dollar Amount	Contracts to Project Area Businesses	Estimated Dollar Amount to Project Area Businesses

\* The Project Area is coextensive with the City/County of\_'s boundaries.

\_\_\_\_\_  
Company

2021 CDBG Water Main Improvements Bid #23-10

Project Name

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
EEO Officer – Signature

\_\_\_\_\_  
Date

**CONTRACTOR SECTION 3 PLAN FORMAT (continued)**

**ESTIMATED PROJECT WORKFORCE BREAKDOWN TABLE B**

Job Category	Total Estimate Position	No. of Positions Currently Occupied by Permanent Employees	No. of Positions Not Currently Occupied	No. of Positions to be Filled with *L.I.P.A.R.
Officers/Supervisors				
Professionals				
Housing Sales/Rental Managements				
Office/Clerical				
Service Workers				
Others				
Trade:				
Journeyman				
Helper				
Apprentices				
Maximum No. of Trainees				
Others				
Trade:				
Journeyman				
Helper				
Apprentices				
Maximum No. of Trainees				
Others				
TOTAL				

\*- Lower Income Project Area Residents

Individuals residing in the City/County of Coosa and Tallapoosa whose family income does not exceed 90% of the mean median income of the SMSA.

---

Company



**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

---

Name of Prime Contractor

2021 CDBG Water Main Improvements Bid #23-10

---

Project Number

**INSTRUCTIONS:**

This certification is required pursuant to Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

**SUBCONTRACTOR CERTIFICATION:**

Name and Address of Subcontractor (include zip code): \_\_\_\_\_

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause.

Yes  No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes  No

3. Subcontractor has filed all compliance reports due     (Date)     under applicable instructions, including Monthly Employment Utilization Report (257).

Yes  No  None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes  No

---

Name and Title of Signer (please print or type)

---

Signature

---

Date

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES**

---

Name of Subcontractor

2021 CDBG Water Main Improvements Bid #23-10  
Project Name

---

---

Project Number

The undersigned hereby certifies that:

- a. Section 3 provisions are included in the Contract.
- b. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- c. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

---

Name and Title of Signer (please print or type)

---

Signature

---

Date

CONTRACT  
DOCUMENTS

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description: 2021 CDBG Water Main Improvements Bid #23-10

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

The City of Alexander City, Alabama

By \_\_\_\_\_

Name Curtis "Woody" Baird

Title Mayor

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_



\_\_\_\_\_ **Bond Number**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

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

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

The City of Alexander City, Alabama  
(Name of Owner)

P.O. Box 552, Alexander City, Alabama 35011  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars,

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

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

**2021 CDBG Water Main Improvements Bid #23-10**

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

By \_\_\_\_\_ (s)  
(Principal)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

By \_\_\_\_\_  
Witness as to Surety Attorney in Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

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

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

\_\_\_\_\_  
**Bond Number**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

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

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

The City of Alexander City, Alabama

\_\_\_\_\_  
(Name of Owner)

P.O. Box 552, Alexander City, Alabama 35011

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_

\_\_\_\_\_  
Dollars,

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

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

**2021 CDBG Water Main Improvements Bid #23-10**

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



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

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

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

ATTEST: \_\_\_\_\_  
(Principal)  
\_\_\_\_\_  
(Principal) Secretary By \_\_\_\_\_ (s)

(SEAL)  
\_\_\_\_\_  
(Witness as to Principal) \_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(Address) \_\_\_\_\_  
\_\_\_\_\_  
Surety

ATTEST: \_\_\_\_\_  
(Surety) Secretary  
(SEAL)  
\_\_\_\_\_  
Witness as to Surety By \_\_\_\_\_  
(Address) \_\_\_\_\_  
\_\_\_\_\_  
(Address) \_\_\_\_\_  
\_\_\_\_\_  
(Address)

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

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

**CERTIFICATE OF INSURANCE  
AND  
INSURANCE ENDORSEMENTS**

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ **The City of Alexander City, Alabama** \_\_\_\_\_, hereinafter called "OWNER" and \_\_\_\_\_ doing business as a "Corporation", "Partnership", "an Individual", or Limited Liability Company (LLC) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of \_\_\_\_\_  
**2021 CDBG Water Main Improvements Bid #23-10**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within 270 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The Contractor further agrees to pay, as liquidated damages, the sum of \$1,000 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS and SPECIAL PROVISIONS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ \_\_\_\_\_ or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:

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

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

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

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

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

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

**OWNER:**

The City of Alexander City, Alabama

\_\_\_\_\_

By \_\_\_\_\_

Name Curtis "Woody" Baird

Title Mayor

(SEAL)

**ATTEST:**

\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(SEAL)

**ATTEST:**

\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

# SPECIAL PROVISIONS

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

**SECTION I**

**1.0 STARTING AND COMPLETION TIME**

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

**120 calendar days**

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

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

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

**2.0 LIQUIDATING DAMAGE CHARGE**

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

**\$ 500 per calendar day**



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

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

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

**SECTION II**

**1.0 MANUFACTURED ARTICLES**

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

**2.0 SUBSTITUTE EQUIPMENT/MATERIALS**

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

**SPECIAL PROVISIONS  
FOR  
BASIS OF AWARD**

**SECTION III**

**1.0 DETERMINATION OF LOW BIDDER**

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

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

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

**2.0 AWARD OF CONTRACT**

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

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

### **3.0 REDUCTION OF QUANTITIES**

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

### **4.0 CONSIDERATION OF MATERIAL LEAD TIMES**

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

**SPECIAL PROVISIONS  
FOR  
SOURCE OF FUNDING**

**SECTION IV**

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

Project Funding Source:

- Cash reserves on hand
- Bond Proceeds on hand
- Bond Proceeds from a Bond Issue to be completed after Bids are opened
- Grant or Award
- Direct Reimbursement from a State, Federal or Local Government Agency
- Other source which will not become available until after the execution of the Contract

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

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

**SECTION V**

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

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

**SPECIAL PROVISIONS  
FOR  
INSURANCE REQUIREMENTS**

**SECTION VI**

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

Samples of acceptable ISO forms are provided on the following pages. Although these sample endorsements are for General Liability, ALL endorsements for ALL policies shall be similarly worded and acceptable to the Owner.

4. Per the General Specifications, "All Risk" Insurance (including flood insurance) shall be provided, if applicable. "All-Risk" Insurance shall be provided for all plants, pumping stations, buildings, tanks, structures, and equipment, etc. "All Risk" Insurance shall be provided as applicable for other portions of the project.
5. If project includes SRF Funding, Flood Insurance shall meet all SRF requirements.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

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

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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

- A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name of Person or Organization:</b>
<b>Location And Description of Completed Operations:</b>
<b>Additional Premium:</b>

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 10 93

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

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

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

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

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

<b>Name Of Person Or Organization:</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

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

**SECTION VII**

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

- Certified evidence that all payrolls, all amounts due for labor and materials, and all other indebtedness connected with the work have been fully paid and satisfied, and that there are no outstanding claims or demands against the Contractor in any manner connected with the work.
- A release of all claims and claims of lien against the Owner and its agents and Engineer from the Contractor and all major subcontractors (the Owner may waive the requirement for subcontractor releases) arising under and by virtue of the Contract, on form provided by the Owner, duly executed by the Contractor and with the consent of the Surety. The Contractor may specifically exclude claims of the Contractor from the operation of the release if specifically excluded there from in stated amounts and the reason therefore. The Contractor may with the consent of the Owner representative, if any subcontractor refuses to furnish such a release, furnish a bond with surety satisfactory to the Owner representative to indemnify against such claims.

Forms are provided on the following pages.

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

**PROJECT:**  
*(project name)*

**CONTRACT DATE:**

**TO OWNER:**  
*(name and address of Owner)*

**STATE OF:**

**COUNTY OF:**

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

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

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

**EXCEPTIONS:**

**CONTRACTOR:**  
*(name and address of Contractor)*

BY: \_\_\_\_\_  
*(signature of authorized representative)*

\_\_\_\_\_  
*(printed name and title)*

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

# CONSENT OF SURETY TO FINAL PAYMENT

**PROJECT:**

*(project name)*

**CONTRACT DATE:**

**TO OWNER:**

*(name and address of Owner)*

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

*(name and address of Surety Company)*

, SURETY COMPANY,

on bond of

*(name and address of Contractor)*

, CONTRACTOR,

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

*(name and address of Owner)*

, OWNER,

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

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Printed name and title

**SPECIAL PROVISIONS  
FOR  
CERTIFICATION REQUIREMENTS**

**SECTION VIII**

**1.0 CERTIFICATION REQUIREMENTS**

The Contract requires that the Contractor provide written certification for various items. These certifications shall be furnished on forms provided by the Engineer. Copies of some of the required certification forms are included in this Special Provision. For the other certifications, the Contractor shall request the certification forms individually prior to the need for the form.

The Contractor shall provide the certifications in a timely manner concurrently with the occurrence being certified. Additionally, at the completion of the project, the Contractor shall submit copies of all certifications (except submittal certification forms) collectively in a single three-ring binder with a Table of Contents listing each certification contained in the binder. The certifications in the binder shall be submitted prior to the payment of the Startup payment item. All required warranty forms shall also be included in this three-ring binder and its Table of Contents.

The Contractor shall review and understand the certification requirements and all other requirements contained (1) in the Shop Drawings, Submittals, and O & M Manuals section of the General Specifications and (2) in the "All Equipment" specification. Both of these specifications contain many requirements (including the certification requirements) that apply throughout the project. Additional certification requirements are contained in various other specifications.



## SUBMITTAL CERTIFICATION FORM

PROJECT: \_\_\_\_\_ OWNER: \_\_\_\_\_

GENERAL CONTRACTOR: \_\_\_\_\_

EQUIPMENT MANUFACTURER: \_\_\_\_\_

SUBMITTAL DESCRIPTION: \_\_\_\_\_

CONTRACTOR'S SUBMITTAL IDENTIFICATION NUMBER: \_\_\_\_\_

EQUIPMENT MANUFACTURER:

I do hereby certify that I have responsible control over this submittal. This submittal has been thoroughly reviewed and all project requirements, along with submittal requirements are completely understood. The submittal is in full accordance with all submittal requirements contained in the General Specifications, except as clearly itemized in the enclosed submittal documentation. I certify that the submittal clearly shows all connecting wiring (including power controls, instrumentation, and SCADA) including but not limited to voltages, power sources, and (where applicable) signal types. By signing below, I certify to the above and acknowledge that the Engineer is not required to review any submittal that is not in full accordance with all submittal requirements.

By: \_\_\_\_\_ Equipment Manuf.: \_\_\_\_\_  
(Printed Name)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

GENERAL CONTRACTOR:

I do hereby certify that I have carefully reviewed this submittal. This submittal has been reviewed and coordinated by the Electrical Subcontractor and SCADA/system integrator. This submittal has been thoroughly coordinated as required. I certify that the submittal clearly shows all connecting wiring (including power controls, instrumentation, and SCADA) including but not limited to voltages, power sources, and (where applicable) signal types. I further certify that the paint system proposed in the submittal meets all the project painting specifications including, but not limited to, preparation, coating system, number of coats, thickness and color. This submittal contains long term and short term storage instructions specific for the project including, but not limited to, whether or not equipment must be stored in conditioned space, heated space, or only out of the weather, etc. This submittal contains a listing of all spare parts and these spare parts are in conformance with the Specifications. The submittal states the manufacturer's field services being provided. All exceptions are listed on an attached sheet. I acknowledge that the Engineer is not responsible for determining any exceptions to the project requirements or for reviewing any exceptions unless they are clearly pointed out on a page in the submittal entitled "**EXCEPTIONS**" that is signed and dated by the Contractor. By signing below, I certify to the above and acknowledge that the Engineer is not required to review any submittal that is not in full accordance with all submittal requirements.

By: \_\_\_\_\_ General Contractor: \_\_\_\_\_  
(Printed Name)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

ELECTRICAL SUBCONTRACTOR: (Only applicable if equipment relates to electrical, controls, instrumentation, or SCADA)

I do hereby certify that I have carefully reviewed this submittal. This submittal has been reviewed and coordinated by the Electrical Subcontractor and SCADA/system integrator. This submittal has been thoroughly coordinated as required. I certify that the submittal clearly shows all connecting wiring (including power controls, instrumentation, and SCADA) including but not limited to voltages, power sources, and (where applicable) signal types.

By: \_\_\_\_\_ Electrical Subcontractor: \_\_\_\_\_  
(Printed Name)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

## **SUBMITTAL EXCEPTIONS**

Project: \_\_\_\_\_

Submittal: \_\_\_\_\_

This sheet shall be included with all submittals. List all exceptions below. If there are no exceptions, write "None" and include this executed sheet.

I certify that all exceptions have been listed above.

By: \_\_\_\_\_ (Printed Name)

\_\_\_\_\_ (Signed Name)

Date: \_\_\_\_\_

## Certification of Proper Installation for

\_\_\_\_\_  
(Print Name of Equipment)

I hereby certify that I have thoroughly inspected and reviewed the referenced equipment and its installation. It has been checked, adjusted and lubricated as applicable. The electrical and safety features meet the requirements of the manufacturer. This equipment meets all the requirements of the Manufacturer and is ready for normal operation.

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name - print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name - print

\_\_\_\_\_  
Position - print

\_\_\_\_\_  
Phone # of Representative  
Signing Certificate

This certification does not relieve the Contractor from any of the requirements of the plans and specifications nor does it indicate acceptance of the equipment by the Owner.

**SPECIAL PROVISIONS  
FOR  
CONTRACTOR'S PERSONNEL**

**SECTION IX**

Contractor shall submit, when required by the Owner, the resumes of the project manager and project superintendent who will be assigned to this job. Resumes should include recent references from jobs where the manager and superintendent performed in a similar capacity up to two resumes may be submitted for each position. The Owner reserves the right to condition the Award and Execution of the project on selected personnel being assigned to this project for the duration of the project.

Contractor shall also submit when required by the Owner, the resumes and qualifications of the electrical subcontractor. Electrical subcontractor personnel shall be experienced in the construction of water/wastewater facilities. Submission should include job references and resumes of project manager and superintendent who will be assigned to this project.

The Owner reserves the right to reject a subcontractor at the Owner's sole discretion and to condition the Award and Execution of the project on selected personnel being assigned to the project for the duration of the project.

**GENERAL**  
**SPECIFICATIONS**

## **GENERAL SPECIFICATIONS**

### **SECTION I DEFINITION OF TERMS**

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

**I.1 ADDENDA**

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

**I.2 A.S.T.M.**

The American Society for Testing Materials.

**I.3 BIDDER**

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

**I.4 CHANGE ORDER**

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

**I.5 CONTRACT**

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

**I.6 CONTRACT BID PRICE**

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

**I.7 CONTRACT BONDS**

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

**I.8 CONTRACT COMPLETION TIME**

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

**I.9 CONTRACTOR**

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

**I.10 ENGINEER**

The Engineer employed by the Owner, or his representative.

**I.11 EQUIPMENT**

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

**I.12 EXTRA WORK**

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

**I.13 EXTRA WORK ORDERS**

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

**I.14 INSPECTOR**

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

**I.15 ITEM**

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

**I.16 MATERIAL**

Any substance to be used in connection with the improvements.

**I.17 NOTICE TO PROCEED (WORK ORDER)**

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

**I.18 OWNER**

The Party of the First Part to the Contract.

**I.19 PLANS**

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



**I.20 PROPOSAL**

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

**I.21 PROPOSAL FORM**

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

**I.22 PROPOSAL GUARANTY**

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

**I.23 RESPONSIBLE BIDDER**

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

**I.24 RESPONSIVE BIDDER**

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

**I.25 RETAINAGE**

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

**I.26 RIGHT-OF-WAY**

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

**I.27 SPECIAL PROVISION**

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

**I.28 SPECIFICATIONS**

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

**I.29 STREET**

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

**I.30 SUBCONTRACTOR**

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

**I.31 SUPERINTENDENT**

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

**I.32 SUPPLEMENTAL AGREEMENT**

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

**I.33 SUPPLEMENTAL SPECIFICATIONS**

Specifications supplemental to or superseding specified portions of the Specifications.

**I.34 SURETY**

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

**I.35 WORK**

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

**SECTION II  
PROPOSAL REQUIREMENTS AND CONDITIONS**

**II.1 QUALIFIED BIDDERS**

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

**II.2 PROPOSAL FORM**

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

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

### **II.3 INTERPRETATION OF ESTIMATES**

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

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

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

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

### **II.5 PREPARATION OF PROPOSAL**

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

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

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

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

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

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

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

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

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

## **II.6 IRREGULAR PROPOSALS**

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

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

## **II.7 PROPOSAL GUARANTY**

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

## **II.8 OPENING OF PROPOSALS**

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

## **II.9 DISQUALIFICATION OF BIDDERS**

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

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

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

## **II.10 COMPLIANCE WITH LAWS AND ORDINANCES**

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

## **II.11 GENERAL CONTRACTOR'S PERMITS OR LICENSES**

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

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

## **SECTION III AWARD AND EXECUTION OF CONTRACT**

### **III.1 CONSIDERATION OF PROPOSALS**

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

### **III.2 AWARD OF CONTRACT**

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

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

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

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

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

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

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

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

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

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

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

### **III.3 CANCELLATION OF AWARD**

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

### **III.4 REQUIREMENTS OF CONTRACT BONDS**

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

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

### **III.5 EXECUTION OF CONTRACT BY CONTRACTOR**

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

### **III.6 APPROVAL OF CONTRACT AND EXECUTION BY OWNER**

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

### **III.7 FAILURE TO EXECUTE CONTRACT**

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

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

### **III.8 WAIVER OF TRIAL BY JURY**

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

## **SECTION IV SCOPE OF WORK**

### **IV.1 INTENT OF PLANS AND SPECIFICATIONS**

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

### **IV.2 ALTERATION OF PLANS AND CHARACTER OF WORK**

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



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

### **IV.3 CHANGE ORDERS**

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

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

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

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

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

#### **IV.4 CLEANUP**

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

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

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

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

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

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

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

### **SECTION V CONTROL OF WORK**

#### **V.1 ENGINEER**

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

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

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

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

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

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

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

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

## **V.2 CONTRACTOR**

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

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

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

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

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

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

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

### **V.3 DRAWINGS**

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

### **V.4 COORDINATION OF PLANS AND SPECIFICATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **V.6 DATA FOR SHOP DRAWINGS**

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

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

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

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

#### **V.7 COOPERATION WITH UTILITIES**

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

#### **V.8 COOPERATION OF THE CONTRACTOR**

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

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

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

#### **V.9 SITE ENGINEERING**

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

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

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

#### **V.10 INSPECTORS, ASSISTANTS, AND REPRESENTATIVES**

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

#### **V.11 INSPECTION OF THE WORK**

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

#### **V.12 DEFECTIVE WORK**

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

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

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

#### **V.13 UNAUTHORIZED WORK**

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

#### **V.14 MAINTENANCE OF THE WORK**

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

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

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

#### **V.15 RECORD DOCUMENTS**

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

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

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

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

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

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

## **SECTION VI CONTROL OF MATERIALS**

### **VI.1 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS**

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

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

### **VI.2 SAMPLES, TESTS FOR SPECIFICATION COMPLIANCE**

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

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

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



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

### **VI.3 SALVAGE MATERIALS AND UNUSED EQUIPMENT AND MATERIALS**

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

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

### **VI.4 STORAGE OF MATERIALS AND/OR EQUIPMENT**

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

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

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

thus stored shall not be subject to a lien for payment of storage. A certificate of insurance shall be furnished. The storage facility shall be climate-controlled, if appropriate. The Owner shall be protected against loss of or damage to such stored equipment by the terms and endorsements of the Contractor's insurance policies.

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

#### **VI.5 U.S. PRODUCTS PREFERENCE**

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

#### **VI.6 USE OF DOMESTIC STEEL**

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

### **SECTION VII LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

#### **VII.1 LAWS TO BE OBSERVED**

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

work by the Contractor pursuant to this agreement. The Contractor agrees to reimburse the Owner for all costs the Owner incurs due to the Contractor's non-compliance or alleged non-compliance with laws, regulations, and permits.

## **VII.2 PERMITS AND LICENSES**

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

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

## **VII.3 PATENTED DEVICES, MATERIALS AND PROCESSES**

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

## **VII.4 PUBLIC CONVENIENCE AND SAFETY**

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

temporary facilities where required for the maintenance of natural surface drainage. The implementation of all such maintenance measures and safety precautions is the responsibility of the Contractor. Respond promptly and appropriately to all complaints. Coordinate and cooperate with affected property Owners and keep them advised of work schedules and activities.

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

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

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

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

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

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

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

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

## **VII.6 INDEMNIFICATION**

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

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

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

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

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

## VII.7 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

## **VII.9 PERSONAL LIABILITY**

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

## **VII.10 NO WAIVER OF LEGAL RIGHTS**

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

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

#### **VII.11 SAFETY AND CONSTRUCTION METHODS**

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

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

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

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

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

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

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

#### **VII.12 SANITARY PROVISIONS**

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

#### **VII.13 EXISTING CONSTRUCTION AND FACILITIES**

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

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

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

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

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

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

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

## **SECTION VIII PROSECUTION AND PROGRESS**

### **VIII.1 SUBLETTING OR ASSIGNING OF CONTRACT**

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

### **VIII.2 PROSECUTION OF WORK**

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

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

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

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

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

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

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

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

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

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

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

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

### **VIII.3 TEMPORARY SUSPENSION OF WORK**

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

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

### **VIII.4 USE OF COMPLETED PORTIONS OF THE WORK**

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

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

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



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

#### **VIII.6 CONSTRUCTION SCHEDULE**

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

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

#### **VIII.7 AVOIDANCE OF POLLUTION CONTRIBUTION DURING CONSTRUCTION OPERATIONS**

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

#### **VIII.8 USE OF CHEMICALS**

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

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

#### **VIII.9 COMPLETION DATE AND LIQUIDATED DAMAGES**

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

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

#### **VIII.10 DEFAULT OF CONTRACT**

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

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

#### **VIII.11 OWNER MAY TERMINATE FOR CONVENIENCE**

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

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

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

#### **VIII.12 PAYMENTS ON ACCOUNT/PAYMENTS WITHHELD/RETAINAGE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **VIII.13 NO DAMAGE FOR DELAY**

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

## **SECTION IX PROJECT COMPLETION**

### **IX.1 SUBSTANTIAL COMPLETION**

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

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

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

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

## **IX.2 FINAL INSPECTION**

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

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



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

### **IX.3 FINAL PAYMENT**

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

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

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

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

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

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

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

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

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

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

#### **IX.4 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

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

### **SECTION X WARRANTY AND GUARANTEES**

#### **X.1 WARRANTY AND GUARANTEE**

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

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

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

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

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

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

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

**CDBG SUPPLEMENTAL**  
**GENERAL CONDITIONS**

**CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE  
TO SUPERVISE PAYMENT OF EMPLOYEES**

Project Name: 2021 CDBG Water Main Improvements Bid #23-10

Date: \_\_\_\_\_

Location: \_\_\_\_\_ Project No: \_\_\_\_\_

(I / We) hereby certify that (I am / we are) (the prime contractor / a subcontractor) for \_\_\_\_\_

\_\_\_\_\_  
(Specify "General Construction", "Plumbing", "Roofing", etc.)

in connection with construction of the above mentioned CDBG Project, and that (I / we) have appointed \_\_\_\_\_, whose signature appears below, to supervise the payment of (my / our) employees beginning \_\_\_\_\_, 20\_\_\_\_\_. That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my / our) full authority and approval until such time as (I / we) submit to the \_\_\_\_\_ a new certificate appointing some other person for the purposes herein above stated.  
(Name of Grantee)

\_\_\_\_\_  
(Signature of Appointee)

\_\_\_\_\_  
(Name of Firm or

Corporation) List with signatures all owners, partners, and/or officers of the Corporation below:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Note: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Statute. A new designation is not necessary as long as the person signing the Statement of compliance is an owner, partner or officer of the Corporation whose signature appears above.

**CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT  
OPPORTUNITY**

**INSTRUCTIONS:**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY BIDDER:**

Name and Address of Bidder (include zip code): \_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity clause.

Yes  No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes  No

3. Bidder has filed all compliance reports due (Date) \_\_\_\_\_ under applicable instructions, including Monthly Employment Utilization Report (257).

Yes  No  None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes  No

\_\_\_\_\_  
Name and Title of Signer (please print or type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES**

---

Name of Prime Contractor

2021 CDBG Water Main Improvements Bid #23-10

---

Project Name

---

Project Number

The undersigned hereby certifies that:

- a. Section 3 provisions are included in the Contract.
- b. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- c. No segregated facilities will be maintained.

---

Name and Title of Signer (please print or type)

---

Signature

---

Date

**CONTRACTOR SECTION 3 PLAN FORMAT (if bid equals or exceeds \$10,000)**

(Name of Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City/County of \_\_\_\_\_.

- A. To ascertain from the locality’s CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city/county the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- \*D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- \*E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To list on Table A, information related to subcontracts to be awarded.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of (Name of Contractor), we the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

_____ Signature	_____ Title	_____ Date
_____ Signature	_____ Title	_____ Date

\*-Loan, grants, contracts and subsidies for less than \$10,000 will be exempt.





**CONTRACTOR SECTION 3 PLAN FORMAT (continued)**  
**ESTIMATED PROJECT WORKFORCE BREAKDOWN TABLE B**

Column 1	Column 2	Column 3	Column 4	Column 5
Job Category	Total Estimate Position	No. of Positions Currently Occupied by Permanent Employees	No. of Positions Not Currently Occupied	No. of Positions to be Filled with *L.I.P.A.R.
Officers/Supervisors				
Professionals				
Housing Sales/Rental				
Office/Clerical				
Service Workers				
Others				
Trade:				
Journeyman				
Helper				
Apprentices				
Maximum No. of Trainees				
Others				
Trade:				
Journeyman				
Helper				
Apprentices				
Maximum No. of Trainees				
Others				
<b>TOTAL</b>				

\*- Lower Income Project Area Residents

Individuals residing in the City/County of Coosa and Tallapoosa whose family income does not exceed 90% of the mean median income of the SMSA.

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Company

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL  
EMPLOYMENT OPPORTUNITY**

\_\_\_\_\_  
Name of Prime Contractor

2021 CDBG Water Main Improvements Bid #23-10

\_\_\_\_\_  
Project Number

**INSTRUCTIONS:**

This certification is required pursuant to Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

**SUBCONTRACTOR CERTIFICATION:**

Name and Address of Subcontractor (include zip code): \_\_\_\_\_

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause.

Yes  No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes  No

3. Subcontractor has filed all compliance reports due (Date) \_\_\_\_\_ under applicable instructions, including Monthly Employment Utilization Report (257).

Yes  No  None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes  No

\_\_\_\_\_  
Name and Title of Signer (please print or type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3 AND  
SEGREGATED FACILITIES**

---

Name of Subcontractor

2021 CDBG Water Main Improvements Bid #23-10

---

Project Name

---

Project Number

The undersigned hereby certifies that:

- a. Section 3 provisions are included in the Contract.
- b. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- c. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

---

Name and Title of Signer (please print or type)

---

Signature

---

Date

**NOTICE OF AWARD**

TO: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PROJECT Description: 2021 CDBG Water Main Improvements Bid #23-10

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, 20\_\_\_\_, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \_\_\_\_\_ and \_\_\_\_\_/100 Dollars, (\$\_\_\_\_\_).

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

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

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
(Title of Owner)

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_. By: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE TO PROCEED**

TO: \_\_\_\_\_

Date: \_\_\_\_\_

Project: 2021 CDBG Water Main Improvements

Bid #23-10

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

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
(Title of Owner)

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. By: \_\_\_\_\_

Title: \_\_\_\_\_

## NOTICE OF START OF CONSTRUCTION

TO: Alabama Department of Economic and Community Affairs

ATTENTION: CDBG Program Supervisor

FROM: \_\_\_\_\_ / \_\_\_\_\_  
(Sub-recipient) (Project Number)

A bid opening was held on \_\_\_\_\_ and the contract for \_\_\_\_\_  
(Date) (Project Name/Description)

was awarded to \_\_\_\_\_ on \_\_\_\_\_ in the amount of  
(Name of Prime Contractor) (Date)

\$ \_\_\_\_\_.  
(Amount)

The debarred status of the prime contractor has been verified and the contractor is eligible to participate in federal programs. The contractor will begin construction on \_\_\_\_\_. Construction will be completed by \_\_\_\_\_.  
(Date) (Date)

The applicable wage decision is \_\_\_\_\_. The applicable wage decision was checked ten (10) days prior to the bid opening. There will be a total of \_\_\_\_\_ prime contractor(s) on this project.  
(Number) (Number)

\_\_\_\_\_  
(Signature of Mayor/Chairman)

Reminder: This form should be submitted to the State within ten (10) days of the full execution of the prime construction contract(s) along with a copy of the applicable wage decision.

**CHANGE ORDER**

Change Order No: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

PROJECT #: \_\_\_\_\_

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS: \_\_\_\_\_

Justification: \_\_\_\_\_

Original CONTRACT AMOUNT: \$ \_\_\_\_\_

Current CONTRACT AMOUNT (including previous CHANGE ORDER(s), if any): \$ \_\_\_\_\_

This CHANGE ORDER will (increase) (decrease) the AMOUNT by: \$ \_\_\_\_\_

The new CONTRACT AMOUNT including this CHANGE ORDER will be \$ \_\_\_\_\_

Change to CONTRACT TIME: \_\_\_\_\_

The CONTRACT TIME will be (increased) (decreased) by \_\_\_\_\_ calendar days.

The date for completion of all WORK will be \_\_\_\_\_ (Date).

**Approvals Required:**

To be effective this CHANGE ORDER must be approved by the Federal/State Agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by (Contractor): \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

Recommended by (Engineer): \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

Accepted by (Owner): \_\_\_\_\_

DATE: \_\_\_\_\_



**FINAL SUMMARY CHANGE ORDER**

Change Order No: Final

Date: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

PROJECT #: \_\_\_\_\_

OWNER: \_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS: \_\_\_\_\_  
\_\_\_\_\_

Justification: \_\_\_\_\_  
\_\_\_\_\_

Original CONTRACT AMOUNT: \$ \_\_\_\_\_

SUMMARY of previous CHANGE ORDER(S) (if any):

CO 1: \$ \_\_\_\_\_

CO 2: \$ \_\_\_\_\_

Current CONTRACT AMOUNT (including previous CHANGE ORDER(s), if any): \$ \_\_\_\_\_

The FINAL SUMMARY CHANGE ORDER will (increase) (decrease) the AMOUNT by: \$ \_\_\_\_\_

FINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

Change to CONTRACT TIME: \_\_\_\_\_

The CONTRACT TIME will be (increased) (decreased) by \_\_\_\_\_ calendar days.

The date for completion of all WORK will be \_\_\_\_\_ (Date).

**Approvals Required:**

To be effective this CHANGE ORDER must be approved by the Federal/State Agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by (Contractor): \_\_\_\_\_ DATE: \_\_\_\_\_

Recommended by (Engineer): \_\_\_\_\_ DATE: \_\_\_\_\_

Accepted by (Owner): \_\_\_\_\_ DATE: \_\_\_\_\_

**CERTIFICATION BY  
OWNER**

I, the undersigned, \_\_\_\_\_, the duly authorized and acting official representative of the  
\_\_\_\_\_, do hereby certify as follows:

This contract is let in compliance with the provisions of Title 39, Code of Alabama (1975, as amended), and all other applicable provisions of law.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CERTIFICATE OF OWNER'S  
ATTORNEY**

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of \_\_\_\_\_, do hereby certify as follow:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FINAL INSPECTION CERTIFICATION**

I CERTIFY that I have inspected the \_\_\_\_\_  
(Grantee's Name & Project Number)

and it has been completed in accordance with the Drawings and Specifications or other descriptive material.

Appropriate State approval has been given \_\_\_\_\_, and the Builder's Warranty date is established  
as \_\_\_\_\_  
(Date of Approval)

\_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Project Engineer's/Architect's Signature)

\_\_\_\_\_  
(Date)

---

The undersigned gives approval of acceptance of the work constructed under the conditions of the contract and Builder's Warranty.

\_\_\_\_\_  
(Mayor's/Chairman's Signature)

\_\_\_\_\_  
(Date)

NOTE: This form is to be executed prior to running the Notice of Completion advertisement or holding the Close Out Public Hearing.

This form must be submitted with the final draw for engineering/architectural and/or the drawdown for final payment for construction.

In addition to the Final Inspection Certification, the final 2516 form and the final 6002 (Section 3) form must be submitted. For projects not requiring the Final Inspection Certification, the 2516 and 60002 will still be required.

**ADECA will not process drawdown requests for final payment for the primary activity without the 2516 and 60002 forms.**

**BEASON-HAMMON/E-VERIFY  
CERTIFICATION**

GENERAL:

A. Bidders hereby reminded that they are required to comply with requirements of Alabama Immigration Law, Act 2011-535 (also referred to as the “Beason-Hammon Alabama Taxpayer and Citizen Protection Act”, or H.B. 658), as amended by Act No. 2012-491, including in part and effective January 1, 2012, enrollment in the E-Verify Program of the United States Department of Homeland Security:

1. Contractor’s signed “E-Verify Memorandum of Understanding” will be required to be attached to any Contract awarded.
2. General Contractors and Subcontractors shall be enrolled in, participate in and maintain compliance for the duration of this contract, and as otherwise required by statute.

B. The following statement shall and will be included in the Contract for Construction:

**“By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”**

C. Additional information and Guidance is available at the following websites:

1. E-Verify portal maintained by State of Alabama: <http://immigration.alabama.gov>
2. Alabama Office of the Attorney General Website: <http://www.ago.alabama.gov/Page-Immigration>
3. Alabama Building Commission: <http://www.bc.state.al.us/PDFs/Bulletins/GuidanceonAct2012-491- DatedMay-29-2012.pdf>
4. U.S. Department of Homeland Security, E-Verify: <http://www.dhs.gov/E-Verify>

Company ID Number:

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND  
AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the \_\_\_\_\_(Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES  
ES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
  - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
  - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
  - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information

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provided through the E-Verify.

- b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a



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secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464- 4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

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20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.
  - a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
  - b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
  - c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover

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agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
  - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
  - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

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2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

**D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and
  - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

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6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

1. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
2. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
3. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.



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4. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
5. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

4. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
5. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
6. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
7. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
8. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
  - a.

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**ARTICLE IV  
SERVICE  
PROVISIONS**

**A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

**ARTICLE V  
MODIFICATION AND TERMINATION**

**A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

**B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

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## ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**



Company ID Number:

Approved by:

<b>Employer</b>	
Name (Please Type or Print)	Title
Signature	Date
<b>Department of Homeland Security - Verification Division</b>	
Name (Please Type or Print)	Title
Signature	Date

Company ID Number:

**Information Required for the E-Verify Program**

**Information relating to your Company:**

Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	



Company ID Number:

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**











Company ID Number:












State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT**

(ACT 2011-535, as amended by ACT 2012-

491) DATE: \_\_\_\_\_

RE Contract/Grant/Incentive (describe by number or subject):

\_\_\_\_\_ by and between  
\_\_\_\_\_ (Contractor/Grantee) and  
\_\_\_\_\_ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

**BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

**EMPLOYER.** Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- \_\_\_\_ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.  
\_\_\_\_ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ and unauthorized alien within the State of Alabama;
4. The Contractor/Grantee is enrolled in the E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor/Grantee/Recipient

By: \_\_\_\_\_

Its \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above, on this \_\_\_\_\_ day of \_\_, 20\_\_\_\_\_.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

**CDBG GENERAL CONDITIONS**  
Including Federal Labor Standards Provisions

1. **Contract and Contract Documents:** The project to be constructed and pursuant to this Contract will be financed with assistance from the Alabama Community Development Block Grant Program and is subject to all applicable laws.

The plans, specifications and addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions of Page 66, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The tables of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

2. **Definitions:** The following terms as used in the contract are respectively defined as follows:

- a. "Contractor": A person, firm or corporation with whom the contract is made by the Owner.
- b. "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- c. "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. **Inspection:** The authorized representatives and agents of the ADECA and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

4. **Reports, Records and Data:** The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract. All records must be maintained not less than five (5) years from the conclusion of this project.

5. **Superintendence by Contractor:** At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

6. **Changes in Work:** No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- a. Unit bid prices previously approved.
- b. An agreed lump sum.
- c. The actual cost of:
  - i. Labor, including foremen.
  - ii. Materials entering permanently into the work.
  - iii. The ownership or rental cost of construction plant and equipment during the time of use on the extra work.
  - iv. Power and consumable supplies for the operation of power equipment.
  - v. Insurance
  - vi. Social security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any

other general expenses.

7. **Extras:** Without invalidating the Contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order.
8. **Time for Completion and Liquidated Damages:** It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract, provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- a. To any preference, priority or allocation order duly issued by the Government.
- b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather.
- c. To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.



9. **Correction of Work:** All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet their approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at their own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.
10. **Claims for Extra Cost:** No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done.
11. **Right of Owner to Terminate Contract:** In the event that any of the provisions of this Contract are violated by the Contractor, or by any of its Subcontractors, the Owner may serve written notice upon the Contractor and Surety of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and its Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.
12. **Termination for Convenience:** The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor.
13. **Construction Schedule and Periodic Estimates:** Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.
14. **Acceptance of Final Payment Constitutes Release:** The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or its Sureties from any obligations under this Contract or the performance and payment bond.
15. **Payments by Contractor:** The Contractor shall pay:
- a. For all transportation and utility services not later than the \_\_\_\_\_ day of the calendar month following that in which services are rendered,

- b. For all materials, tools and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the \_\_\_\_\_ day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and
- c. To each of its Subcontractors, not later than the \_\_\_\_\_ day following each payment to the Contractor, the respective amount allowed the Contractor on account of the work performed by its Subcontractors to the extent of each Subcontractor's interest therein.

**16. Insurance:** The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on this subcontract until the insurance required of the Subcontractor has been so obtained and approved.

- a. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of its employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.
- b. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.
- c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of its Subcontractors to procure and to maintain during the life of its subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions specified in subparagraph (b) hereof, or (2) insure the activities of its policy, specified in subparagraph (b) hereof.
- d. Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and its Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in the Supplemental General Conditions.
- e. Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Owner, the Owner or Contractor (at the Owner's option as indicated in the Supplemental General Conditions) is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent (100%) completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, and Subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from its obligation to complete, according to plans and specifications, the project covered by the Contract, and the Contractor and its Surety shall be obligated to full performance of the Contractor's undertaking.
- f. Proof of Carriage of Insurance: The contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

- 17. Contract Security:** The Contractor shall furnish a performance bond in an amount at least equal to 100 percent (100%) of the contract prices as security for the faithful performance of this Contract and also a payment bond in an amount not less than 100 percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.
- 18. Additional or Substitute Bond:** If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety or Sureties, then upon the performance or payment bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the Owner.
- 19. Assignments:** The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of the monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract.
- 20. Mutual Responsibilities of Contractors:** If, through acts of neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.
- 21. Separate Contracts:** The Contractor shall coordinate its operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including its Subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with its own work.
- 22. Subcontracting:**
- a. The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices are performed by specialty Subcontractors.
  - b. The Contractor shall not award any work to any Subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor, which statement shall contain such information as the Owner may require.
  - c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
  - d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

- e. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

**23. Architect/Engineer's Authority:** The Architect/Engineer shall give all orders and directions contemplated under this Contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract and specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the Owner shall be adjusted and determined by the Architect/Engineer.

**24. Use of Premises and Removal of Debris:** The contractor expressly undertakes at its own expense:

- a. To take every precaution against injuries to persons or damage to property.
- b. To store its apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of any other Contractors.
- c. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- d. To clean up frequently all refuse, rubbish, scrap materials and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
- e. Before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from its operations, and to put the site in a neat, orderly condition.
- f. To affect all cutting, fitting or patching of its work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

**25. Quantities of Estimate:** Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

**26. Lands and Rights-of-Way:** Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this Contract.

**27. General Guaranty:** Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

**28. Conflicting Conditions:** Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

- 29. Notice and Service Thereof:** Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at its last given address, or delivered in person to the said Contractor or its authorized representative on the work.
- 30. Provisions Required by Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- 31. Protection of Lives and Health:** “The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No.75, Saturday, April 17, 1971. Title 29 — LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary.”
- 32. Subcontracts:** The Contractor will insert in any subcontracts the Federal Labor Standards Provisions contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- 33. Interest of Member of or Delegate of Congress:** No member of or delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.
- 34. Other Prohibited Interests:** No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project.
- 35. Use and Occupancy Prior to Acceptance by Owner:** The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:
- a. Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other Contract requirements.
  - b. Secures endorsement from the insurance-carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction.

OR

- c. When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

**36. Photographs of the Project:** If required by the Owner, the Contractor shall furnish photographs of the project, in the quantities and as described in the Supplemental General Conditions.

**37. Suspension of Work:** Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

**38. FEDERAL LABOR STANDARDS PROVISIONS** U.S. Department of Housing and Urban Development  
Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 29 CFR 5.5(a) (1) (iv); 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 29 CFR Part 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 29 CFR Part 5.5(a) (1) (ii) 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.

(ii) (a) Any class of laborers or mechanics 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. HUD shall approve 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.
- (4) As a prerequisite for approval of a helper classification, the helper classification must prevail in the area where the work is performed.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee

to the Administration of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

- (1) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (2) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, 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 case 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 asset for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, (HUD or its designee 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis—Bacon Act contracts.
3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates or 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(1) (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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(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 maintained under 29 CFR Part 5.5(a) (3) (i) 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 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 HUD or its designee 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, HUD or its designee 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 Page 5.12.

- 4. Apprentices and Trainees.** 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.) 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 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.) 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. Helpers. The permissible ratio of helpers to journeymen on a project is up to two helpers for every three journeymen. If the helper classification is specified on a contract wage determination or is approved pursuant to the conformance procedure. To ensure that this ratio does not disrupt existing established local practices in areas where wage determinations have previously contained helper classifications without any limitation on the number permitted, DOL will consider requests for variances from the ratio limitation prior to bid opening on a contract. The variance request will be approved if supported by a showing that the Davis-Bacon wage determination in effect for the type of construction in the area before the effective date of the final helper regulations contained a helper classification, and that there was a practice in the area of utilizing such helpers in excess of the two-to-three ratio on projects to which the Davis-Bacon and Related Acts applied.

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 will insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, 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 Part 5.5.

7. **Contracts 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(i) **Certification of Eligibility.** 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(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 of 29 CFR or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD program pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions," provides in part "Whoever, for the purpose of... influencing in any way the action of such Administration... makes, utters or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

10. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to its employer.

11. **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(i) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involved 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.

(ii) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (i) of this paragraph, 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 subparagraph (i) of this paragraph,

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 subparagraph (i) of this paragraph.

(iii) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account or work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, 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 subparagraph (ii) of this paragraph.

(iv) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (i) through (iv) of this paragraph 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 subparagraphs (i) through (iv) of this paragraph.

## **12. Health and Safety.**

(i) No laborer of mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(ii) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat.96).

(iii) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions

**SUPPLEMENTAL GENERAL CONDITIONS**  
Including Equal Opportunity Provisions

1. Enumeration of Plans, Specifications and Addenda
2. Stated Allowances
3. Special Hazards
4. Contractor's and Subcontractor's Public Liability, Vehicle Liability and Property Damage Insurance
5. Photographs of Project
6. Schedule of Occupational Classifications and Minimum Hourly Wage Rates
7. Builder's Risk Insurance
8. Special Equal Opportunity Provisions
9. Certification of Compliance with Air and Water Acts
10. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention
11. Wage Rate Determination(s)

1. **Enumeration of Plans, Specifications and Addenda:** Following are the Plans, Specification and Addenda which form a part of this Contract, as set forth in paragraph 1 of the General Conditions, "Contracts and Contract Documents":

**DRAWINGS:**

General Construction: Nos. \_\_\_\_\_

Heating and Ventilating: Nos. \_\_\_\_\_

Plumbing: Nos. \_\_\_\_\_

Electrical: Nos. \_\_\_\_\_

\_\_\_\_\_ Nos. \_\_\_\_\_

\_\_\_\_\_ Nos. \_\_\_\_\_

**SPECIFICATIONS:**

General Construction: Page \_\_\_\_\_ to \_\_\_\_\_, inclusive

Heating and Ventilating: Page \_\_\_\_\_ to \_\_\_\_\_, inclusive

Plumbing: Page \_\_\_\_\_ to \_\_\_\_\_, inclusive

Electrical: Page \_\_\_\_\_ to \_\_\_\_\_, inclusive

\_\_\_\_\_ Page \_\_\_\_\_ to \_\_\_\_\_, inclusive

\_\_\_\_\_ Page \_\_\_\_\_ to \_\_\_\_\_, inclusive

**ADDENDA:**

No. \_\_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_

2. **Stated Allowances:** Pursuant to paragraph 36 of the General Conditions, the Contractor shall include the following cash allowances in their proposal:

a. For \_\_\_\_\_ (Page \_\_\_\_\_ of Specifications) \$ \_\_\_\_\_

b. For \_\_\_\_\_ (Page \_\_\_\_\_ of Specifications) \$ \_\_\_\_\_

c. For \_\_\_\_\_ (Page \_\_\_\_\_ of Specifications) \$ \_\_\_\_\_

d. For \_\_\_\_\_ (Page \_\_\_\_\_ of Specifications) \$ \_\_\_\_\_

3. **Special Hazards:** The Contractor's and its Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:
4. **Contractor's and Subcontractor's Public Liability, Vehicle Liability and Property Damage Insurance:** As required under paragraph 28 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$\_\_\_\_\_ for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$\_\_\_\_\_ on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$\_\_\_\_\_.

The Contractor shall either (1) require each of its Subcontractors to procure and to maintain during the life of its subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of its Subcontractors in its own policy.

5. **Photographs of Project:** As provided in paragraph 30 of the General Conditions, the Contractor will furnish photographs in the number, type and stage as enumerated below:
6. **Schedule of Occupational Classifications and Minimum Hourly Wage Rates as Required under Paragraph 52 of the General Conditions:** Given on pages\_\_\_\_\_,\_\_\_\_\_and\_\_\_\_\_.
7. **Builder's Risk Insurance:** As provided in the General Conditions, paragraph 29 (e), the Contractor will/will not\* maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor and all Subcontractors, as their interests may appear.  
\*Strike out one.

8. **Special Equal Opportunity Provisions:**

- A. 3-Paragraph Equal Opportunity Clause for Activities and Contracts Not Subject to Executive Order 11246, as Amended (applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under). During the performance of this Contract, the Contractor agrees as follows:
  1. The Contractor shall not discriminate against any employer or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
  3. Contractors shall incorporate foregoing requirements in all subcontracts.
- B. Executive Order 11246 (contracts/subcontracts above \$10,000)
  1. Section 202 Equal Opportunity Clause: During the performance of this Contract, the Contractor agrees as follows:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their

race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applications for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and others.
- f. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of the sentence immediately preceding paragraph a. and the provisions of paragraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) (applicable to contract/subcontracts exceeding \$10,000):

- a. The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation	Goals for Female Participation
<b>6.9%</b>	<b>29.9%</b>

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non- Federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR 60-4.

Compliance with the goals will be measured against the total work hours performed.

- c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this notice, and in the contract resulting from the solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).

3. Standard CDBG Assisted Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246):

a. As used in these specifications:

1. "Covered area" means the geographical area described in the solicitation from which this Contract resulted.
2. "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority.
3. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
4. "Minority" includes:
  - a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
  - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
  - c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands).
  - d. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

5. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals



for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

6. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by
7. the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.
8. The Contractor shall implement the specific affirmative action standards provided in paragraphs 10(a) through 10(p) of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing contracts in geographical areas where they do not have a Federal or Federally— assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
9. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
10. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
11. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
12. Maintain a current file of the names, addresses and telephone numbers of each minority

and female off-the-street applicant and minority or female referral from a union, a

- a. recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- b. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- c. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 10(b) above.
- d. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- e. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- f. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- g. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
- h. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Contractor's work force.
- i. Validate all tests and other selection requirements where there is an obligation to

do so under 41 CFR Part 60-3.

- j. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - k. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - l. Ensure that all facilities and company activities are non-segregated except that separate or single-use toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - m. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and supplies, including circulation of solicitations to minority and female contractor associations and other business associations.
  - n. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
13. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (10(a) through (p)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 10(a) through (p) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
14. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
15. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
16. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
17. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
18. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 10 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the

implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

19. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
20. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Non-Segregated Facilities (over \$10,000): By the submission of this bid, the bidder, offerer, applicant or subcontractor certifies that s/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that the does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/he certifies further that s/he will not maintain or provide for employees any segregated facilities at any of his/her establishments, and s/he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offerer, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, \*transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local customer or otherwise. S/he further agrees that (except where s/he has obtained identical certifications from proposed Subcontractors for specific time periods) s/he will obtain identical certification from proposed Subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that s/he will retain such certifications in his/her files; and that s/he will forward the following notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certifications for specific time periods).

\*Parking lots, drinking foundations, recreation or entertainment areas.

- D. Title VI Clause, Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- E. Section 109 Clause, Housing and Community Development Act of 1974: No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:  
The work to be performed under this Contract is a project assisted under a program providing direct

Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12, U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

1. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
  2. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  3. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
  4. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified in 24 CFR Part 135.
- G. Rehabilitation Act of 1973, Section 504 Handicapped (if \$2,500 or over): Affirmative Action for Handicapped Workers:
1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
  3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and

applicants for employment, and the rights of applicants and employees.

5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

H. Section 402 Veterans of the Vietnam Era (if \$10,000 or over): Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

1. The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based on their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.
3. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs 4 and 5.
4. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
5. The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C.1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract

identifying data for each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

6. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by the contract clause.
7. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
8. The provisions of paragraphs 2, 3, 4 and 5 of this clause do not apply to openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.
9. As used in this clause:
10. . “All suitable employment openings” includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days’ duration, and part—time employment. It does not include openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer—union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
11. . “Appropriate office of the State employment service system” means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.
12. c. “Openings which the Contractor proposes to fill from within its own organization” means employment openings for which no consideration will be given to persons outside the Contractor’s organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposed to fill from regularly established “recall” lists.
13. d. “Openings which the Contractor proposes to fill pursuant to customary and traditional employer-union hiring arrangements” means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of its employees.
14. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
15. In the event of the Contractor’s non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders

of the Secretary of Labor issued pursuant to the Act.

16. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
  17. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
  18. The Contractor will include the provisions of this clause in every subcontract or purchase order of
  19. \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
- I. Age Discrimination Act of 1975: During the performance of this Contract, the Contractor agrees as follows: the Contractor agrees not to exclude from participation, deny program benefits, or discriminate on the basis of age.
9. Certification of Compliance with Air and Water Acts (applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000):

#### Compliance with Air and Water Acts

During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Contract Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the Owner, the following:

- A. A stipulation by the Contractor or Subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
  - B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
  - C. A stipulation that as a condition for the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, or EPA indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
  - D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such actions as the Government may direct as a means of enforcing such provisions.
10. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention:
- A. Lead—Based Paint Hazards (applicable to contracts for construction or rehabilitation of residential



structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosives (modify as required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, State and Federal laws in purchasing and handling of explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done close to such property. Any supervisions or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or its Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (modify as required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devises necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or Contract.

11. Wage Rate Determination(s):

"General Decision Number: AL20230069 01/06/2023

Superseded General Decision Number: AL20220069

State: Alabama

Construction Type: Heavy  
Including Water and Sewer Line Construction

Counties: Chambers, Cherokee, Clay, Cleburne, Coosa, Jackson, Randolph, Talladega and Tallapoosa Counties in Alabama.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul>

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

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

Modification Number      Publication Date  
0                              01/06/2023

ENGI0312-009 09/01/2011

	Rates	Fringes
Operating Engineers:		
Crane and Cherry Picker.....	\$ 25.90	10.65
Oiler.....	\$ 22.83	10.65

Cranes with 100 ft. or more boom receive \$0.25 extra per hour,  
 Cranes with 200 ft. or more boom receive \$0.50 extra per hour,  
 Cranes with 350 ft. or more boom receive \$1.10 extra per hour,  
 Cranes with 500 ft. or more boom receive \$1.45 extra per hour,  
 Tower Cranes, Derricks, Climbing Cranes, Ringer Cranes shall  
 receive \$0.35 in addition to A-rate and boom pay per hour

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 SUAL2007-154 11/28/2007

	Rates	Fringes
ELECTRICIAN.....	\$ 15.96 **	3.57
LABORER: Common or General.....	\$ 8.54 **	0.00
LABORER: Pipelayer.....	\$ 10.13 **	0.00
OPERATOR: Backhoe.....	\$ 13.46 **	0.00
OPERATOR: Bulldozer.....	\$ 16.60	2.64
OPERATOR: Drill.....	\$ 9.50 **	2.36
OPERATOR: Grader/Blade.....	\$ 12.59 **	1.33
OPERATOR: Loader (Front End)....	\$ 11.67 **	0.00
OPERATOR: Roller.....	\$ 9.45 **	0.00
OPERATOR: Scraper.....	\$ 9.78 **	0.18
OPERATOR: Trackhoe.....	\$ 12.00 **	0.00
TRUCK DRIVER.....	\$ 15.70 **	5.86

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

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 \*\* Workers in this classification may be entitled to a higher  
 minimum wage under Executive Order 14026 (\$16.20) or 13658  
 (\$12.15). Please see the Note at the top of the wage  
 determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
 for Federal Contractors applies to all contracts subject to the  
 Davis-Bacon Act for which the contract is awarded (and any  
 solicitation was issued) on or after January 1, 2017. If this  
 contract is covered by the EO, the contractor must provide  
 employees with 1 hour of paid sick leave for every 30 hours  
 they work, up to 56 hours of paid sick leave each year.  
 Employees must be permitted to use paid sick leave for their  
 own illness, injury or other health-related needs, including  
 preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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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.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

"General Decision Number: AL20230144 01/06/2023

Superseded General Decision Number: AL20220144

State: Alabama

Construction Type: Highway

Counties: Chambers, Cherokee, Clay, Coosa and Tallapoosa  
Counties in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul>

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

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

Modification Number      Publication Date  
 0                              01/06/2023

SUAL2019-023 11/13/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 16.88	0.00
ELECTRICIAN.....	\$ 20.41	7.49
FORM WORKER.....	\$ 15.19 **	0.00
HIGHWAY/PARKING LOT STRIPING: Laborer.....	\$ 11.86 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 19.72	0.00
IRONWORKER, REINFORCING.....	\$ 16.71	0.00
LABORER GRADE CHECKER.....	\$ 15.89 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.28 **	0.00
LABORER: Common or General.....	\$ 11.52 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.32 **	0.00
LABORER: Erosion Control.....	\$ 10.46 **	0.00
OPERATOR: Asphalt Spreader.....	\$ 14.87 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.80	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.50 **	0.00
OPERATOR: Bulldozer.....	\$ 15.32 **	0.00
OPERATOR: Crane.....	\$ 24.02	0.00
OPERATOR: Distributor.....	\$ 15.22 **	0.00
OPERATOR: Grader/Blade.....	\$ 18.16	0.00
OPERATOR: Loader.....	\$ 14.28 **	0.00
OPERATOR: Mechanic.....	\$ 17.37	0.00
OPERATOR: Milling Machine.....	\$ 16.51	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.02 **	0.00
OPERATOR: Roller.....	\$ 14.00 **	0.00
OPERATOR: Tractor.....	\$ 17.14	0.00
TRAFFIC CONTROL: Flagger.....	\$ 13.39 **	0.00



TRAFFIC CONTROL:

Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....		
\$ 12.93 **		0.00
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TRUCK DRIVER: Dump Truck.....	\$ 14.42 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 15.72 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.88 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.95 **	0.00

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

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END OF GENERAL DECISIO"

**AS-BUILT CERTIFICATION FORM**

I CERTIFY that construction of \_\_\_\_\_  
(Sub-Recipient's Name, Project Name & CDBG Project  
Number)

has been completed in accordance with the original and revised plans and specifications and are consistent with the scope of the approved project and that a copy of the As-Built drawings have been delivered to the OWNER.

\_\_\_\_\_  
(Project Engineer's/Architect's Signature)

\_\_\_\_\_  
(Date)

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The undersigned certifies that the OWNER has received a copy of the As-Built drawings for the above mentioned project.

\_\_\_\_\_  
(Mayor's/Chairman's Signature)

\_\_\_\_\_  
(Date)

**STANDARD**  
**SPECIFICATIONS**

STANDARD  
SPECIFICATIONS

SITework

**STANDARD SPECIFICATION  
FOR  
SITWORK, EXCAVATION, AND EARTHWORK**

**SECTION 1-1**

**1.0 PREPARATION OF SITE**

Preparation of the site shall consist of the relocating, maintaining and/or removal of all fences, railings, poles, pipelines, culverts, structures, walkways, etc., located within the areas to be graded or to be occupied by new structures, pipelines, or other components of the project. Such relocations, maintenance, and/or removal may be required when the permanent use of such facilities will be required during construction or after construction, or when the temporary use of such facilities will be required. Site preparation work shall also include the provision of such drainage ditches, banks, travelways, etc., as may be required for proper prosecution and protection of the work.

Topsoil shall be stripped to a depth of not less than 12 inches from areas to be affected by the work, excavated or filled, and stockpiled for final distribution. If stored onsite for reuse, topsoil shall be placed on the site at locations acceptable to the Owner and Engineer. The Contractor shall consult with the Engineer regarding use of the site for fill areas, material storage areas, and spoil areas. The Contractor shall conserve the maximum amount of topsoil for use in final grading; avoid rendering any part of the work site unfit for future use; and maintain maximum access to the construction work, existing facilities, or new facilities. Soils testing and compaction testing shall be paid for by the Owner.

**2.0 CLEARING AND GRUBBING**

Clearing and grubbing shall consist of cutting, removing, burning and disposal of all trees, brush, stumps, grass, woods, roots, etc., within areas indicated to be graded, cut, filled, or occupied by structures, pipelines, or other facilities. All roots projecting from walls of excavation shall be either cut or removed so that minimum clearances of three feet from outside line of all structures, pipelines, etc., will be secured. No vegetation or other perishable material shall be left within areas of fill.

It shall be the responsibility of the Contractor to dispose of all debris resulting from clearing and grubbing operations. No materials resulting from the clearing and grubbing operations shall be left on the site unless required otherwise. Materials temporarily used to form silt barriers for erosion control shall be removed from the site after permanent erosion prevention cover is established by the Contractor.

All holes and/or depressions caused by the removal of stumps, roots, snags, etc., shall be backfilled, finish graded, and grassed. Disposal of debris shall be accomplished in such a manner as to fully comply with all applicable laws, codes, ordinances, etc.

All burning of material on the work site, when permitted, shall be performed in accordance with the "Air Pollution Control Rules and Regulations" of the Alabama Department of Environmental Management (ADEM) and with the air pollution control rules and regulations of the local authority or County Department of Health having jurisdiction over the construction site.

The burning of stumps, timber, logs, trimmings, brush, or other combustible materials where allowed shall be accomplished in such a manner that there will be no smoke or flyash nuisance. Burning shall not be initiated when atmospheric conditions are such as would cause a static cover in the area. Burning shall be strictly controlled. Quantities of materials being burned shall be limited so as to prevent damage to trees and/or growth adjacent to the cleared area, or to facilities or structures located in the surrounding area.

Trees, undergrowth, and ground cover outside of the construction areas or limits shall not be damaged or disturbed. Any tree scarred by equipment shall be immediately repaired and painted with approved asphaltic coating material. All damaged limbs shall be pruned by a clean cut and cut shall be painted with approved asphaltic coating material. Damaged undergrowth shall be pruned and treated. All areas disturbed or damaged by the Contractor's operations shall be restored to their original condition or as a minimum as specified.

### **3.0 SITE GRADING**

All excess material or material which is unacceptable for use as fill or backfill shall be removed from the site and disposed of at the Contractor's expense. Final grading on the site, except over areas to be occupied by structures, walks, roadways, paved areas, etc., shall be of such material as will support vegetation. The entire area disturbed by the construction operations shall be finish graded, restored, and grassed. All fill material, not specified to be crushed stone, placed in areas to be occupied by roadways, walks, embankments, dikes, or other earth structures shall be compacted to 98 percent of maximum density unless otherwise indicated on the Drawings.

### **4.0 EROSION AND SILTING**

The Contractor shall plan his site work and construction operations in such a manner as to effectively control soil erosion and runoff. The Contractor shall prevent pollution of streams and/or storm drains as would result from silt or soil runoff, or as would result from any material used in the construction operations such as oil, grease, paints, chemicals, fuels, solvents, or any construction debris. The Contractor shall obtain and comply with any permits and regulations required by ADEM or other agencies.

The Contractor shall intercept and block drainage from the construction site by means of silt fences, silt barriers, and sedimentation pools as required. Silt fences, wherever used on the site, shall consist of hay bales securely fastened in place or of suitable permeable barrier fabric designed to filter water and retain silt. Fabric shall be securely set in the ground and firmly held in place.

The Contractor shall be responsible for obtaining necessary NPDES Permits for stormwater discharge from the construction site(s) for all work described in these Specifications and shown on the Drawings. It shall be the Contractor's responsibility to meet all requirements and obligations of the Permit. All costs associated with making the application for the permit and for meeting the requirements of the Permit shall be borne by the Contractor.



## **5.0 CLEANING UP AND RESTORATION OF SURFACE FOR GRASSING**

The Contractor shall maintain the construction and disturbed areas. All disturbed areas shall be restored to their original condition. Traveled areas shall be maintained in a passable condition by crushed stone or temporary paving as required at the Contractor's expense. All construction work shall be performed within reasonable limits around the areas of the work. All ground surface areas within the project construction limits shall be finished graded and grassed. All cut banks, slopes, or other areas outside of the construction limit that have been disturbed by the Contractor's construction operations shall also be graded and grassed.

The Contractor shall dispose of excess material as specified herein, and shall remove all rubbish, trash, and surplus construction materials from the site. Areas, sections, or portions of the work site within which construction work has been completed prior to beginning of final grading and grassing, shall be protected from erosion by employment of temporary control measures such as seeding and mulching or seeding and netting. All temporary erosion control and pollution control features installed by the Contractor shall be maintained by the Contractor prior to and following final grading and grassing.

Where trenches are excavated across raw land, undeveloped areas, pastureland, grassed areas, etc., the material placed in the top foot of backfill for such trenches shall be selected so as to be suitable for support of vegetation as found or as hereinafter specified. Where trenches are cut through finished lawns of bermuda, zoysia, centipede, or other types of lawn grasses, the top soil shall be dressed and fertilized, and the top of the trench adequately prepared for placement of sod matching the type grass removed.

Before placement of topsoil, the subsoil shall be loosened to a depth of not less than four inches but not greater than eight inches, the surfaces shall be cleared of all rock one inch or larger in size, all construction debris, or other objectionable material. The topsoil, previously removed and stored, shall then be placed over the prepared subsoil. The depth of the topsoil shall be sufficient to allow for natural settlement, so that after such settlement has taken place the surface of the topsoil layer will conform to the finished elevations and contours shown on the Drawings.

Should the stockpile of topsoil accumulated from the trenching operations not be adequate for supplying the quantities of topsoil required for preparation of the areas described hereinabove, the Contractor shall furnish, at his expense, topsoil from other sources to meet any deficiencies. Topsoil preparation shall consist of loosening the soil by discing, harrowing, or other approved methods. On areas having a slope of 3:1 or flatter, the soil shall be loosened to a depth of approximately three inches; and on slopes steeper than 3:1, the soil shall be merely roughened to a depth of approximately one inch. All clods, loose stones, and other foreign materials which are larger than one inch in any dimensions shall be removed. All gullies and washes that develop in the loosened soil prior to seeding shall be repaired. Seeding shall immediately follow soil preparation so as to avoid both compaction and/or wash by heavy rainfall and crust formation by sunbaking. Seeding will not be permitted on hard or crusted soil surfaces.

After preparation of topsoil, the Contractor shall immediately proceed with the grassing work. All materials used shall conform to the requirements in these Specifications under "Grassing".

If the construction work in any areas or portions of the work site should have been completed prior to completion of other construction work on the site, and the surface of

the ground over and around such completed construction work will not be disturbed by the continued prosecution of other construction work within the project site, the Contractor may elect to perform the finish grading, ground preparation, and permanent grassing over such areas. The Contractor shall understand, however, that all permanent grassing work done prior to the undertaking of the final grading, ground preparation, and permanent grassing of the project site after all construction work has been completed shall be at this own risk. The Contractor shall be responsible for maintenance of temporary grassing or any permanent grassing installed prior to the undertaking of final grading and permanent grassing.

## **6.0 RIP RAP**

Rip rap shall be placed in the locations shown on the Drawings. The areas, widths, and lengths shown for rip rap coverage are the minimums required. Field conditions or changes in field conditions may dictate that the coverage at a particular location be decreased or increased.

Rip rap shall be stone conforming to the requirements of AHD Specifications Section 814.01, Class 2 rip rap. Rip rap material shall consist of reasonably well-graded stones ranging in weight from approximately 10 pounds to approximately 200 pounds, with not over 10 percent weighing over 200 pounds, at least 50 percent over 80 pounds, and not more than 10 percent weighing less than 10 pounds. Rip rap bedding, where shown to be required, shall consist of gravel or crushed stone AHD Size #467. Thickness of bedding shall be as shown on the Drawings.

Rip rap shall be placed in accordance with AHD Specifications Section 610 for placement of Class 2 rip rap. Rip rap shall be placed in such a manner as to produce a reasonably well-graded mass of rock having the minimum practical percentage of voids. Rip rap shall be placed to its full course thickness in one operation in a manner that avoids displacement of the bedding material. The finished rip rap shall be free from objectionable pockets of small stones and clusters of large stones. Dumping of rip rap will be allowed provided mechanical equipment is used to dress the stones to a reasonably uniform slope.

No extra payment for rip rap deposited contrary to the locations shown on the Drawings will be made unless requested in writing by the Owner and/or Engineer. The Contractor shall maintain the rip rap protection until the project is accepted and any material displaced by any cause prior to acceptance of the project shall be replaced at the Contractor's expense.

If shown on the drawings, the Contractor shall furnish and install a geotextile fabric in the locations shown on the Drawings prior to the placement of the rip rap. The geotextile shall be of nonwoven construction. The fabric shall be mildew, insect, and rodent resistant and shall be inert to chemicals commonly found in soil. The geotextile shall be furnished in a protective wrapping which shall protect the fabric from ultraviolet radiation and from abrasion due to shipping and handling. The fabric shall be ultraviolet stabilized.

The embankment stabilization fabric shall be placed in the manner described and in accordance with the manufacturer's recommendations. The surface to receive the geotextile shall be prepared to a smooth condition free of obstructions, depressions, and debris. The fabric shall be placed loosely, not in a stretched condition. The rip rap shall be placed so that the geotextile is not punctured. The rip rap shall completely cover the fabric.

The fabric shall be placed on the slopes so as to provide a minimum overlap of 18 inches. The geotextile shall be placed either parallel or vertical to the direction of the flow.

If placed parallel, the upstream or higher panel shall overlap the downstream or lower panel. At the top of the embankment the fabric shall be keyed into the ground a minimum of 18 inches. If a cushion layer is placed, the bottom toe shall be finished by lapping the fabric back onto the cushion layer and securing with rip rap. The cost of furnishing and installing the geotextile fabric in accordance with the Plans and Specifications shall be included with the rip rap.

## **7.0 EXCAVATION - GENERAL**

Excavated materials which are suitable for incorporation in the embankment and berms or other fills or ditches shall be placed directly therein, or stockpiled and subsequently used in the embankment, or other fills. The Contractor shall conduct grading operations in such a manner as to allow ample quantities of "Selected Soils" to be held in reserve or stockpiled, as necessary, to provide the required materials for backfilling or filling where allowed. No direct payment will be made for such necessary manipulation as doubled handling or hauling. Excess or unsuitable material which is not needed or inadequate for construction shall be disposed of as approved by the Engineer. All costs associated with the removal and disposal of materials and all costs associated with the restoration of surfaces of disposal areas shall be included in the unit prices and/or lump sum prices bid for the work under the Contract. There shall be no extra cost to the Owner for such removal, disposal and surface restoration work. There is no pay item for backfill and the Contractor shall include the cost of backfill in the cost of the structure.

All excavated materials shall be stored in a manner that will not cause damage to adjacent properties or environment nor obstruct access to any new or existing facilities. Drainage lines shall not be obstructed nor shall natural drainage of the surrounding ground be altered or obstructed.

## **8.0 EARTH EXCAVATION - DEFINITION AND GENERAL REQUIREMENTS**

"Earth Excavation" shall include the removal, reuse and/or disposal of all materials, excluding those specified under "Clearing and Grubbing" and "Rock Excavation - Definition and General Requirements." Rocks and boulders one cubic yard or less in volume shall be classified as earth. Excavated materials which are suitable for incorporation in fills, embankments, backfills, berms, etc., shall be placed directly therein, or stockpiled and subsequently used. Excess or unsuitable materials shall be disposed of by the Contractor.

Earth excavation for structures shall be completed such that all footings, foundations, floor slabs, etc., bear on firm undisturbed soil, rock, or engineered/compacted fill. If, at the elevations shown on the Drawings, soil over the area to be occupied by a structure is found to be unsuitable for supporting the design load, the Contractor shall remove such soil and replace it with material placed and compacted in accordance with the Plans and these Specifications.

Earth excavation in trenches for pipe shall be open cut, unless otherwise shown in the Plans. Trenches shall be excavated to the depths shown in the Plans or as required to secure the specified minimum cover over the pipe. Boulders, large stones, rock or shale meeting the definition of "Earth," shall be removed from around all pipe to provide bedding, backfill, and compaction clearances indicated in the Plans and these Specifications.

## **9.0 ROCK EXCAVATION - DEFINITION AND GENERAL REQUIREMENTS**

Rock excavation shall consist of the loosening, removing, and disposing of all rock, solid limestone or sandstone in original bed, in well-defined ledges, or in boulder form. It shall include all solid rock which cannot be removed until loosened by blasting or use of a track excavator mounted ram hoe. Boulders having a volume of more than one cubic yard shall be classified as rock. Material that can be loosened, separated, or ripped by means of heavy duty power tools or excavating equipment shall not be classified as rock. Unless identified in the Plans for use in the work or disposal on the site, all excavated rock shall be disposed of by the Contractor.

Where rock is the supporting material for structures, the Contractor shall expose and clean all foundation areas as required for inspection and evaluation of bearing conditions. All rock seams, voids, or fissures in the exposed areas shall be filled with crushed stone of suitable gradation.

Rock excavations in trenches for pipe shall be open cut unless otherwise shown in the Plans. Trenches shall be excavated to the depths shown in the Plans or as required to secure the specified minimum cover over the pipe. Rock shall be removed from around all pipe to provide bedding and compaction clearances indicated in the Plans and these Specifications.

## **10.0 BACKFILL FOR STRUCTURES**

Lumber, rubbish, debris, braces, etc., shall be removed from all excavations prior to backfilling. Suitable backfill shall be free of topsoil and organics, reasonably dry (within limits necessary for compaction), and free of large stones or rocks. Backfilling shall not begin without prior approval of the Engineer. Backfill containing rock larger than three inches in any dimension shall not be used within three feet of structures. Backfill containing rock too large to be placed in eight inch lifts, shall not be used for backfill or embankments except upon approval of the Engineer. If materials excavated onsite are unsuitable at the time they are required for backfilling, or the quantity of material is insufficient, the Contractor shall provide suitable backfill materials.

Contractor shall, when necessary, provide adjustments to the natural moisture of soils before compacting. In general, backfill soils should be aerated or moisture conditioned to maintain the moisture content within two percent of the optimum moisture content. Backfill shall be placed in thin loose lifts and mechanically compacted to prevent settlement to a minimum of 95% standard proctor (ASTM D-698, latest revision) 100% compaction shall be required under structures or when shown on Drawings. For compacted material that does not pass required testing, the Contractor shall remove the fill or backfill to the last layer which passed compaction test.

The need for aeration and drying of some of the soils may be required before they can be placed and satisfactorily compacted. The Contractor will be required to have adequate equipment to manipulate and aerate soils with excessive moisture so that placement and compaction can be expedited. No direct or separate payment will be allowed for special handling of these soils.

The Contractor shall be responsible for maintenance of backfill. The Contractor shall promptly refill areas where settlement of backfill has occurred. Backfill shall be placed

with the approval of the Engineer and only after all adjacent structures have gained sufficient strength to support the backfill loads.

## **11.0 BACKFILL FOR TRENCHES**

Backfill for pipe trenches shall be as described in the Gravity Sewer Installation specification, Installation of Pressure Pipe specification, details in the Plans and as generally specified herein. Backfilling shall not begin without prior approval of the Engineer. Lumber, rubbish, debris, braces, etc. shall be removed from all trenches prior to backfilling. Suitable backfill shall be free of topsoil and organics, reasonably dry (within limits necessary for compaction), and free of large stones or rock. Backfill containing rock larger than one cubic foot shall not be used for backfill except upon approval of the Engineer. If materials excavated onsite are unsuitable at the time they are required for backfilling, or the quantity of suitable materials is insufficient, the Contractor shall provide backfill materials. Backfill shall be placed in thin loose lifts and mechanically compacted to prevent settlement to a minimum of 95 percent standard proctor (ASTM D-698, latest revision). Provide greater compaction where required elsewhere or called for by the Drawings.

The Contractor shall be responsible for maintenance of backfill. The Contractor shall promptly refill and restore areas where settlement of backfill has occurred. Backfill shall be placed with the approval of the Engineer and only after all adjacent structures have gained sufficient strength to support the backfill loads.

## **12.0 EMBANKMENT AND FILL WORK**

Embankments and fills shall not be started without the concurrence of the Engineer. The material used in embankments and fills shall be free from frost, stumps, trees, roots, sod, muck, or debris of any kind. Only materials as specified herein shall be used. Fill and embankment material shall not be placed on frozen ground. Wet ground to be covered by fill shall be drained. If embankment or fill is to be placed on a surface which slopes more than 4:1, the surface shall be scarified and compacted to bond with the new material.

Compacted fills shall be constructed by depositing fill materials in successive, uniform layers of not more than eight inches in depth, loose measurement. Lifts shall be placed over the entire fill area keeping the surface of each layer parallel to the elevation of finished grade by use of blade graders. In close proximity to existing structures, leveling shall be accomplished by use of small spreaders, bulldozers, or hand methods. Each layer shall be rolled and compacted by tamping, rolling, or other suitable equipment depending upon character of material to the specified density before the succeeding layer is placed. The final layer shall be brought to elevation of finished compacted fill before topsoil is placed to conform to finished contours, cross sections or details shown on the Drawings.

Contractor shall, when necessary, provide adjustments to the natural moisture of soils before compacting. In general, backfill soils should be aerated or moisture conditioned to maintain the moisture content within two percent of the optimum moisture content. Backfill shall be placed in thin loose lifts and mechanically compacted to prevent settlement as follows: (1) areas beneath future slabs, sidewalks, structures, roads, pipelines, embankments etc. - minimum of 98% standard proctor (ASTM D-698, latest revision) (2) all areas denoted as "Spoil Areas" shall be compacted to 85% Standard Proctor Density minimum unless called to

be higher elsewhere. Compacted material that does not pass required testing, the Contractor shall remove the fill or backfill to the last layer which passed compaction tests.

The need for aeration and drying of some of the soils may be required before they can be placed and satisfactorily compacted. The Contractor will be required to have adequate equipment to manipulate and aerate soils with excessive moisture so that placement and compaction can be expedited. No direct or separate payment will be allowed for special handling of these soils.

Rock large enough to prevent fill work from proceeding in eight inch lifts shall not be placed in compacted fills in areas to be occupied by structures, bearing slabs, footings, roadways, walks, etc. Rock of permissible size deposited in such fills shall be dispersed and well separated in all directions by acceptable fill material.

All sampling and testing work shall be performed by an independent testing laboratory selected by the Owner. The cost of initial sampling and testing shall be borne by the Owner. Subsequent re-testing of any samples or locations failing the initial test shall be performed at the expense of the Contractor.

### **13.0 UNAUTHORIZED EXCAVATION AND BACKFILLING**

Whenever unauthorized excavation is beyond the lines and grades established, the Contractor shall, at his own expense, refill with suitable material, tamped and settled, to ensure the stability of the structure. The area of overexcavation shall be replaced at the Contractor's expense with select material as described in the Undercut and Foundation Construction subsection. Unauthorized excavation beneath structures shall be refilled with concrete at the Contractor's expense, if this is necessary in the opinion of the Engineer to protect the structure.

### **14.0 SHORING**

The Contractor shall provide all necessary sheeting, shoring and bracing when soil conditions, rock conditions, or the Plans require them. Damage to existing and/or proposed structures, pipelines, utilities, etc., due to water, earth pressures, or other causes shall be repaired or replaced promptly by the Contractor at his own expense.

The Contractor is reminded that all excavation for structures, trench excavation, rock excavation and sheeting, and shoring shall be prosecuted in accordance with the protective guidelines and requirements of OSHA "Safety and Health Regulations for Construction," as set forth in the Federal Register, latest revision, and that the employment of all protective measures is at the Contractor's expense. Sheeting, shoring, bracing and sloping are methods of accomplishing the work, and such methods may vary according to the Contractor's methods of dewatering, excavating, and installing the work. All such methods of accomplishing the work are the sole responsibility of the Contractor, in accordance with the OSHA guidelines.

Should the plans or specifications require the Contractor to submit a shoring plan or equivalent, it will not be reviewed by the Engineer. Submittal of such documents is solely for record purposes that the plan was prepared by others. The Contractor is solely responsible for the safety of all shoring and excavation.

## **15.0 UNDERCUT AND FOUNDATION CONSTRUCTION (SELECT MATERIAL)**

Where the Engineer required the earth to be undercut to a depth below the bottom of the crushed stone cushion immediately beneath structures, the undercut material shall be replaced by a foundation constructed from select material. This material will consist of (1) previously excavated earth that was selected by the Engineer and stored separately by the Contractor until used for foundation construction, and/or (2) select materials imported from off site. The Engineer shall select which of these materials will be utilized. The select material shall be adjusted, if necessary, by the Contractor to achieve a moisture content within -2 to -3 percentage points of the optimum moisture content determined from compaction tests. The foundation material shall be placed in six inch or less lifts which each lift compacted to a minimum of 100 percent or as shown on Drawings of its maximum dry density as determined by ASTM D698 (Standard Proctor). The foundation will be constructed up to the elevation of the crushed stone cushion beneath the structure.

## **16.0 REMOVAL OF WATER**

The Contractor shall, at all times during construction, provide and maintain ample means and devices with which to promptly remove and properly dispose of all water entering the excavation or other parts of the work. The Contractor shall keep excavations and work dry until the structures or facilities to be constructed are completed and the Engineers are in agreement with the Contractor to discontinue dewatering operations. No claims for an amount of money in excess of the bid prices for the work will be entertained or allowed on account of the character of the ground in which the trench or other excavations are made, dewatering requirements or water management.

The Contractor shall complete all dewatering operations and dispose of the water from the work in a manner that will not cause damage to adjacent properties or environment, nor restrict access to any new or existing facilities. No water shall be drained into work under construction.

## **17.0 DISPOSAL OF EXCESS MATERIALS**

The Contractor shall, unless required otherwise by the Plans, Specifications, and/or the Engineer, remove from the construction site all materials and debris resulting from the construction operations, and all material unsuitable for use as backfill or for use in restoration of the surface of the construction.

The Contractor shall make all necessary arrangements for disposal of the materials and debris described hereinabove. It shall be the Contractor's responsibility to fully satisfy the requirements of the landowners whose property he has used as disposal sites for materials and debris removed from the project site. Should such properties or disposal locations be adjacent to the project site and not of remote location, the surfaces of such adjacent lands shall be restored in accordance with the provisions of these Specifications as well as in accordance with requirements of the owner of such adjacent lands.

The provisions of these Specifications may be waived in the event that the Contractor should elect to dispose of materials and debris removed from the project site at a landfill meeting the requirements of the Alabama Department of Environmental Management

and/or the local Authority having jurisdiction. In such case, it shall be the responsibility of the Contractor to dispose of the materials at the landfill in accordance with the Rules and Regulations established by the Authorities and/or Agencies mentioned hereinabove for operation of the landfill.

## **18.0 EXPLOSIVES**

It shall be the sole responsibility of the Contractor to observe all laws, regulations, ordinances, etc., relating to explosives, including but not limited to all Federal, OSHA, State, and Local. The Contractor's attention is further directed to the General Specifications sections relating to safety, explosives, and the Contractor's responsibilities. Heavy blasting in rock which is to form a foundation shall not be permitted.

The Contractor shall ensure all persons supervising, participating, observing, or near the area of blasting operations are informed of proper procedures and properly trained. Contractor's responsible personnel shall be present and supervise all blast design, loading, and shot firing. The Contractor shall be solely responsible for following all laws, regulations, local ordinances, etc., pertaining to blasting. If more stringent than specified, these requirements shall become the minimum standards. The Contractor shall be solely responsible for all damages to properties or persons resulting from his blasting operations.

The Contractor shall be solely responsible for all safety associated with blasting. This responsibility of the Contractor shall also include but not be limited to, all work by subcontractors, suppliers, agents, and employees, etc.

## **19.0 PAYMENT**

The costs of all necessary, Sitework, Excavation, and Earthwork shall be included in the appropriate lump sum and/or unit prices set forth in the Items of Work - Bid Schedule.

When any individual tasks of Sitework, Earth Excavation, and/or Earthwork are listed separately in the Items of Work - Bid Schedule, they shall be bid, defined and paid as outlined below and/or described in the Basis of Payment. The Basis of Payment and plans will prevail over any discrepancies herein. All other required Sitework, Excavation, and Earthwork not listed as separate bid items shall be included in the remaining lump sum and/or unit prices set forth in the Items of Work - Bid Schedule. No payments for double hauling or handling will be made.

Unless rock excavation is clearly and specifically listed as a separate pay item in the Items of Work - Bid Schedule, it shall be considered as unclassified excavation and included in the cost of other work items. No additional payment shall be made.

### Earth Excavation

When earth excavation is to be paid for on the basis of unit price bid, the limits of pay excavation shall be as follows:

Structures - Established by unit price (per cubic yard) measured having vertical sides extending one foot beyond the outside of the structure's footings with depths measured from the surface of natural grade following clearing and grubbing to



the grade lines as established by elevations shown on the Drawings for underside of structures, stone cushions, foundations, footings, bearing slabs, etc. No payments will be made for earth excavations beyond these limits unless authorized by the Engineer.

- Trenches - Earth excavation in trenches shall be included in the price bid on pipe, manholes, inlets or headwalls, etc. or included in other prices if the "Bid Schedule - Items of Work" form does not contain specific unit prices for the same.
- Others - Established by unit price (per cubic yard) measured by survey cross-section methods (following clearing and grubbing if necessary). All measurements for payment of excavation will be based on the said cross-sections or original grades regardless of any subsequent changes occurring during the work.

These same limits shall apply for estimating all earth excavation quantities whether included in the original Contract Documents or negotiated as additional work. They shall also apply for estimating quantities for Undercut and Foundation Construction when it appears as a separate bid item(s) in the Items of Work - Bid Schedule.

#### Rock Excavation

When rock excavations are to be paid for on the basis of unit price bid, actual rock measurements shall be made and the limits of pay excavation shall be as follows:

- Structures - Established by unit price (per cubic yard) measured having vertical sides extending one foot beyond the outside of the structure's footings with depths measured from the top surfaces of the uncovered rock to the bottom of the rock or grade lines as established by elevations shown on the Drawings for underside of structures, stone cushions, foundations, footings, bearing slabs, etc., as applicable. No payments will be made for rock excavations beyond these limits.
- Trenches - Established by unit price (per cubic yard) calculated as follows; per linear foot of pipe installed, measured with a width of the pipe outside diameter plus 12 inches each side of pipe (i.e. pipe outside diameter plus 24 inches), and depths measured from the top of the uncovered rock to the bottom of the rock if above pipe or minimum required bedding depth of 6 inches or as required by the engineer or drawings as applicable. No payments will be made for rock excavations beyond these limits. Trench section not less than 50 feet shall be stripped for measurement.
- Others - Established by unit price (per cubic yard) measured by survey cross-section methods. Contractor shall be responsible for uncovering areas of rock for survey. All measurements for payment of excavation will be based on the said cross-sections regardless of any subsequent changes occurring during the work.

Unit prices bid shall include, but not limited to, drilling, blasting, removal and disposal. There shall be no extra payments for removal of rock with no overburden or “high rock”. These same limits shall apply for estimating all rock excavation quantities whether included in the original Contract Documents or negotiated as additional work. When unusual conditions are discovered during excavation, typically indicated by the presence of seams, fissures or voids, additional excavations will be required in order that proper inspection of the foundation conditions may be made.

#### Undercut and Foundation Construction

Foundation Construction will be measured from the final surface required by the Engineer up to the crushed stone cushion below the footing of the structure. The measurement will extend to 1.0 foot outside the footing. Where a “Foundation Construction from Select Material” bid item is included in the Bid Schedule - Items of Work, the Contractor shall include all cost of the work described in this section in that item. Where no separate bid item is included, the cost of this work shall be included elsewhere in this bid.

### **20.0 GENERAL**

The Contractor shall be solely and fully responsible for safety associated with blasting, excavation, and all other aspects of the construction. This responsibility of the Contractor shall also include but not be limited to, all work by Contractor, subcontractors, suppliers, agents, and employees, etc.

**STANDARD SPECIFICATION  
FOR  
PAVEMENT, GRAVEL, AND CONCRETE SURFACES**

**SECTION 1-2**

**1.0 REMOVING AND REPLACING EXISTING PAVEMENT AND CONCRETE**

No hard surface (pavement, concrete, etc.) shall be cut unless authorized. These surfaces shall be cut to a neat continuous line and replaced with same type material and thickness. Base course to be of same type material removed. Removal and replacing surfaced areas shall meet the requirements of the governing body. Should requirements not be in effect, the Contractor will replace these areas as indicated on the Plans or as required by the Engineer or the Owner. These surfaces shall not be replaced until authorized. All damaged hard surfaces shall be restored to its original condition and shall be replaced as soon as possible. If any inconvenience or potential inconvenience to the public is noted, the hard surfaces will be replaced immediately. Any repair after completion of the project or settlement under the replaced sections of hard surfaces will be at the expense of the Contractor. Unless otherwise noted, pavement replaced shall be included in the Unit Price Bid of Items except for repairs.

**2.0 PAVEMENT**

Construction and types of finished paving for roads, parking areas, and service areas shall be as shown on the Drawings or as specified below. All subgrade and base courses shall be in accordance with AHD Specification Section 301. The subgrade shall be prepared using materials in place. All depressions shall be filled with approved material compacted to same density as the remainder of the subgrade. Soft places in the subgrade shall be excavated and refilled with approved material or crushed stone so as to achieve the density specified for compacted fill. The base shall have a compacted thickness of base course under pavement of not less than 6 inches, and materials for base course shall be in accordance with AHD Specifications Sections, 823.02(d) and 826.02(d), or compacted pug mix. Subgrade and base shall be compacted to a minimum of 98% SPD. Surface of crushed stone finish shall be 2" of No. 4 gradation, compacted. Asphalt paving shall be pre-mixed bituminous pavement meeting the requirements of AHD Specifications Section 411. Base course shall be primed and pavement constructed in accordance with the provisions of AHD Specifications Section 410 except asphalt will be compacted. The pavement shall consist of binder course and wearing course. Binder course shall be Mix B (AHD Section 411.02) placed at the rate of 150 pounds per square yard, and wearing course shall be Mix A (AHD Section 411.02) placed at the rate of 110 pounds per square yard. Apply binder and wearing course at higher rates if called out on Plans. Pavement shall be installed smooth and level. Sufficient time shall lapse before the wearing course is installed on the binder course. The wearing course will be the last work on the job after all "punch" list items are completed. All dirt, mud, and other undesirable material shall be completely cleaned from the binder prior to placing the wearing course. Unless specifically requested by the Owner, the wearing course shall not be installed until after all site work is complete and after all activities that potentially damaged the asphalt are complete.

When asphaltting in cold, an ADOT Certified Testing Lab will be made available by the Owner to measure surface temperature on which asphalt is to be placed as well as air and asphalt temperatures. As a minimum, air temperature shall be 40E and rising as well as the surface the asphalt is to be placed. The contractor will bear the cost of the laboratory testing for this situation.

If any settlement occurs under roadway, the entire roadway shall be resurfaced for at least 50 feet on both sides (100 feet total) of the settled trench. Where resurfaced segments approach within 50 feet of each other, the segment between resurfaced segments shall also be resurfaced, even though outside the 50 feet segment.

Prior to placing curb, gutter, concrete, or asphalt, etc., use survey equipment to check that all paving will properly drain to prevent puddle formation. Coordinate with Engineer and adjust grades as required to prevent ponding during rain or washdown.

### **3.0 CONCRETE WALKS AND OTHER SURFACES**

All concrete walks shall be constructed on firm compacted subgrade or a crushed stone base of compacted thickness not less than 4 inches. The subgrade shall be damp when concrete is placed. Expansion joints shall be located where the walk changes direction, abuts a structure, top and bottom of steps, and not farther apart than 30 feet on a straight run. The expansion joint and filler shall be 3/8 inch thick asphaltic fiberboard with edges of the concrete rounded. Contraction joints 1 inch deep shall be cut across the walk not farther than 6 feet apart. Final finish will be lightly cross broomed.

Concrete parking areas and drives will be finished as described above with #5 rebar @ 10" o.c., e.w. added for reinforcing or as shown on the plans.

### **4.0 CURB, GUTTER, AND COMBINATION CURB AND GUTTER**

This Sub-section shall cover the work of constructing Portland cement concrete gutter, curb, or combination curb and gutter, constructed with or without metal reinforcement. Curb and gutter shall be constructed in accordance with the plan details and these specifications at the locations shown on the plans or established in conformity with the lines, grades, dimensions, and cross sections shown on the plans or designated.

All materials shall conform to the requirements of Concrete Standard Specifications herein. The foundation shall be constructed or excavated to the required depth below the finished surface in accordance with the cross section shown on the plans or as designated. All soft or other unsuitable material shall be removed and replaced with suitable material, in layers not to exceed 4 inches compacted. The foundation shall be compacted as provided for the applicable types of material involved.

The Contractor shall use standard type metal forms or wood forms or if requested in writing and approved by the Engineer, an approved automatic extrusion type curb and/or gutter machine. These forms shall be straight except for radial sections, and free from warps and of sufficient strength, when staked, to hold the concrete true to line and grade without distortion. They shall provide the approved typical section and depth of the section shown on the plans. Radial or curved forms may be of flexible metal or a wood form of approved design. Bent or damaged forms shall not be used. All forms shall be securely staked, braced, and held together to the exact lines and grades established and shall be kept

sufficiently tight to prevent leakage of mortar. All forms shall be cleaned and oiled with a suitable form oil immediately before concrete is placed against them.

Any automatic extrusion type curb and/or gutter machine considered for approval must be demonstrated to produce a section conforming to the dimensions, cross-section, lines, and grades shown on the plans. Failure to consistently produce an acceptable product shall be cause to withdraw approval of the machine and order the use of standard forms. All types of curbs, gutter, and combinations shall be placed in one operation, to the depth of cross section specified on the plans. The use of a two stage operation will not be permitted.

Gutter, curb, and combination curb and gutter shall be constructed in sections of the lengths shown on the plans. The length of section may be reduced where necessary to form closure. The handling, storage, proportioning, and mixing of concrete shall conform to the Concrete Standard Specification herein.

All expansion, contraction, and construction joints shall be constructed as shown on the plans. If not shown on the plans, joints shall be placed as follows:

1. Expansion joints shall be placed in curb and/or gutter to match those in concrete pavement where the two are adjacent.

2. Expansion joints shall be  $3/4$  of an inch wide. They shall be placed where curb, gutter or combined curb and gutter terminate against concrete driveways and other concrete structures except inlets. The joints shall be placed at least 20 feet from the location of the termination of the curb, gutter or combined curb and gutter at inlets.

3. Expansion joint filler and sealer shall be one of the materials provided by AASHTO M 153 or AASHTO M 213 with the latter being modified to allow a maximum of 25% water absorption. Expansion joint filler shall extend from the bottom of the curb and/or gutter to within 1 inch of the top; the sealer shall be  $3/4$  of an inch thick and shall be recessed  $1/4$  of an inch from the top. Hot Applied Joint and Crack Sealant shall meet the requirements of AASHTO M 324 (ASTM D 6690) for Type I Sealant or Type II Sealant. Cold Applied Joint and Crack Sealant shall be a resilient adhesive compound capable of effectively sealing joints from infiltration of incompressible materials and water throughout repeated contraction and expansion cycles. The sealant shall be a homogeneous blend of materials, which may or may not require a primer. The sealant shall meet the requirements given in ASTM D 5893.

4. Contraction joints shall be placed in curb and/or gutter to match those in concrete pavement where the two are adjacent, but in no instance more than 20 feet between joints. The contraction joints shall be sawed or otherwise cut 2 inches deep by  $1/8$  of an inch wide and shall extend 2 inches below the pavement surface.

The subgrade and forms shall be checked and approved just prior to placing concrete against them. All debris or other foreign material shall have been removed from the space to be occupied by the concrete. The subgrade shall be moist but not wet or muddy. After mixing, the concrete shall be placed in the forms and shall be tamped, spaded, or vibrated sufficiently to produce a dense homogeneous mass and to bring the mortar to the surface. Particular attention shall be given to spading the concrete along and against the surface of the forms to prevent honeycombing and secure a smooth, uniform surface.

When the forms are filled, the concrete shall be struck off with a template, cut to the curb edge design. The exposed concrete surface shall then be finished smooth with a wooden float in a manner that will compact the mass and produce a true, even top surface.

Plastering with mortar to build up or finish will not be permitted. The surface of the gutter and the face and top of the curb shall be checked with a 10 foot straightedge and any irregularities more than 1/4 of an inch in 10 feet corrected. The alignment and grade shall not at any point vary more than 1/2 of an inch from that established by the elevation control stakes. Excessive troweling with a steel trowel will not be permitted. A textured finish shall be provided on the exposed surface just before the concrete becomes nonplastic by the use of a burlap or cotton fabric drag, brush, or broom which will produce a uniform gritty texture along the length of the curb, gutter, or combination curb and gutter. The upper edges of curb and gutter shall be rounded with an approved edging tool to the radius shown on the plans. The joint templates shall be set during the placing of the concrete and allowed to remain in place until the concrete has set sufficiently to hold its shape, but shall be removed while the forms are still in place.

The forms shall be left in place until the concrete has set sufficiently so that they can be removed without damage to the work, but, unless otherwise directed, they shall be removed within 24 hours after the concrete has been placed. Immediately after the removal of the forms, the repair of any minor defective areas shall be accomplished.

Immediately after the finishing operation is completed, the concrete shall be cured. If mats are used, they shall be kept continuously moist for a period of at least 72 hours. During this period, and until completion and acceptance of the work, it shall be protected from damage by the elements or other cause. After the concrete has set sufficiently, spaces along the front and back sides of the gutter, curb, or combination curb and gutter, shall be backfilled to the required elevation with suitable material which shall be compacted.

**STANDARD SPECIFICATION  
FOR  
GRASSING**

**SECTION 1-3**

**1.0 GENERAL**

This work shall consist of furnishing, planting and establishing an acceptable stand of grass or other vegetative cover for use and protection of the project. Work includes, but is not limited to temporary seeding as required, furnishing and placement of fertilizers and soil treatments, furnishing, inoculation, and planting of seeds, and the covering, compaction and maintenance of seeded areas. On all work on and adjacent to private property, the Contractor shall replace the disturbed materials with materials identical to those on the site. Sod shall be provided and installed wherever needed to match existing grass. In sensitive areas and when required by Owner during construction, grass and landscaping will be replaced immediately after primary construction (i.e. pipeline installation, etc.) is complete with Contractor accepting the risk of further disturbance due to testing, other clean-up, etc.

**2.0 MATERIALS**

Sodding and Seeding. The sod shall be native to the area with well matted roots. Sod containing weeds, other grasses, or fire ants shall not be accepted. The seed mixture, fertilizer, lime and rates of application of all these items shall be as specified herein as a minimum and as required to achieve full coverage. Topsoil shall be placed over the area to be seeded or sodded to a depth of 4 inches. Topsoil will be obtained from the original excavation stockpile. If sufficient topsoil is unavailable, the Contractor will obtain and deliver topsoil from another site at his expense. Topsoil shall be free from all rock or gravel.

**2.1 SEED MIXTURES**

Seeds and seed mixtures shall conform to the Alabama Department of Transportation Standard Specifications for Highway Construction, Section 860.01, latest edition. Permanent seed mixtures in areas subject to frequent mowing for planting zones 1 and 2 shall be 1A or 2A with mix adjusted as required for the season. All areas at treatment plants, pump stations, wells, and tanks, as well as all areas inside fencing, shall be considered frequently mowed areas. Seasonal temporary mixes shall be as specified for their respective permanent mix. Temporary grassing may be modified by the contractor as required for erosion control or to comply with his BMP plan. In areas not subject to frequent mowing, mix shall be 1E or 2E depending on the planting zone. Seed mixtures shall be modified when required to match adjacent grassing. No bahiagrass shall be seeded.

**3.0 PROCURING AND HANDLING SOD**

Sod shall be kept moist and planted within three (3) days. Sod will not be allowed to dry out or freeze. Sod shall be machine-stripped at a uniform soil thickness with a

minimum of two (2) inches of soil adhering to the roots when placed. Sod shall be live, fresh, uninjured, and growing grass at the time of planting. Sod shall be handled in a manner that will prevent tearing, breaking, drying, or other damage. Sod shall be healthy when placed.

#### **4.0 GROUND PREPARATION**

The ground shall be plowed to a depth of not less than four (4) inches but not greater than eight (8) inches. The ground shall be cleared of all rock 3/4 inch (.75") or larger in size of any dimension, all construction debris, or other objectionable material by hand raking. After plowing and clearing, the ground shall be pulverized. Then, rock and debris-free topsoil shall be placed over the prepared area to a depth of four (4) inches, and mixed with the fertilizer and lime. After placement of topsoil, the ground shall be cleared of clods, all stones, rocks brush, roots, construction debris, or other objectionable material. In areas subject to frequent mowing, the ground shall be fine raked and hand picked to remove all gravel and rocks. Remove all other objects that may cause damage to mower blades. The Contractor shall supply water, and additional fertilizer if needed, for planting and growth without additional expense to the Owner.

#### **5.0 PLANTING**

Sod shall be placed on level, prepared soil at any time when ground is not wet or frozen. Sod shall be placed by butting edges of sod block and with alternating joints. Sod shall be used to fill in all voids after the sod has been laid. Roll sodded areas with hand-held roller to bond sod to soil and to smooth out rough spots. Completed sod shall be smooth, and free from irregularities. The Contractor shall maintain the planting until the final approval of the project which includes watering when necessary. Water shall be applied by the use of hose sprinklers, soaker hose, water truck with irrigation attachments or other watering equipment that will apply water in such as fashion as to avoid damaging areas. Seeded areas will have mulch applied at approximately two tons per acre to lessen the impact of erosion. All gullies and washes created shall be repaired and reseeded.

#### **6.0 FERTILIZER AND SEED**

When area is to be seeded, apply fertilizer in accordance with manufacturer's instructions at 500 lbs. per acre of 8-8-8 fertilizer or 300 lbs per acre of 13-13-13 fertilizer. Apply fertilizer after smooth raking of topsoil and prior to roller compaction. Do not apply fertilizer at same time or with same machine as will be used to apply seed. Mix thoroughly into upper 2 inches of topsoil. When growth has emerged and is growing normally, a second application of an approved nitrogen fertilizer shall be applied. Fertilizer shall be applied uniformly at a rate of 67 pounds of nitrogen per acre unless a higher rate is desired to enhance growth.

Apply seed at rates specified evenly into intersecting directions and rake in lightly. Exercise care in covering to preserve the grade so that areas adjacent to pavement are not left higher than paved surface. After sowing, seed bed shall be compacted immediately with a cultipacker, roller or approved drag. Compacting of seeding is not required when seed has been applied hydraulically or mulched.



Do not seed areas in excess of that which can be mulched on same day. Mulching material shall be oat or wheat straw, free from weeds, foreign matter detrimental to plant life. It shall be spread over all seeded areas at a minimum rate of approximately 2 tons per acre, and shall be applied to a uniform depth in such a manner that not more than 10 percent of the soil surface is exposed. The use of wet hay or straw will not be permitted. Bailing twin shall be removed from mulch prior to placement.

Where temporary grass has been planted, the contractor shall establish the permanent grassing specified when weather and soil conditions are within the agronomic practice limits for the intended permanent species. Existing temporary vegetation shall be mowed to a height of approximately 3 inches or sprayed with an approved herbicide to retard future growth. The area shall be lightly scarified to prepare a suitable seed bed for permanent vegetation. Fertilize and permanent species shall be applied in the manner specified. Seed shall be covered by a second scarification followed by rolling. Scarification and rolling may be omitted when seed is spread by hydraulic equipment provided existing growth is 3 inches to 6 inches in height.

Erosion fabric shall be used when shown on the drawings, on all slopes greater than 3:1 and/or when the terrain requires use of erosion fabric. Fabric shall be woven jute fabric, open mesh construction smolder-resistant treated fabric shall be used and equal to Belton Anti-Wash/Geojute. Install fabric according to manufacturer's instruction.

Hydroseeding, when indicated in the plans to be provided, shall be accomplished with approved equipment, and all mixtures shall be constantly agitated from the time that they are mixed until they are finally applied to the seed bed. All such mixtures shall be used within eight hours from time of mixing. Nozzles or sprays shall not be directed toward the ground in such a manner as to cause erosion or runoff.

## **7.0 ACCEPTANCE**

Acceptance of the planting shall be the satisfactory placement and growing of the material as determined by the Engineer. As a minimum, satisfactory stand for seeded grass must be a growing complete cover of grass, uniform in height, color, and density, in which gaps do not exceed the following:

1. Bare areas shall be scattered and not comprise more than 1/100 of any given area.
2. For frequently mowed areas, bare spots shall not exceed 4 square inches.
3. For infrequently mowed areas, bare spots shall not exceed 6 square inches.

Provide, at no additional cost to the Owner, watering, additional seed, additional fertilizer, and/or lime, etc., as required to achieve acceptance. It shall be the responsibility of the Contractor to secure a stand of grass such as will minimize loss of soil by erosion; to maintain all seeded areas until final acceptance of the work; and to restore or replace any portion of the grassing work that is found to be defective, or which results in an unsatisfactory stand of grass, or which becomes damaged prior to acceptance of the work. However, all grassing and coverage (whether seeded or sodded) through developed areas or in easements must match that existing prior to construction. Sod shall be level, well knitted and growing, covering the entire designated area.

If a satisfactory stand of grass or sod is not established then the area shall be re-seeded or re-sodded without any additional cost to the Owner. The responsibility of the Contractor shall continue to the following extent; should all other work at the site have been completed and accepted and should the Contractor have removed all forces and equipment from the plant site, he shall nevertheless, in the event of failure or partial failure of the grassing work, be obliged under the terms of the Bond given to the Owner to return such forces and equipment to the plant site as are necessary to ensure the satisfactory completion of this portion of work under the Contract.

The Contractor shall mow all sites a minimum of two (2) times, a minimum of two weeks apart after the permanent species has been established, with a finish type mower to demonstrate that the site can be readily maintained by the Owner without difficulty and without damaging equipment. Repeat the mowings a minimum of two additional times if portions of the site are disturbed, regraded, or any work is performed or equipment moved off the site, or any other activity is performed that may affect the acceptance of the grassing. The mowings shall be at a close setting (i.e., low grass height) that will reveal any deficiencies from these Specifications and any debris or potentially damaging items.

The Owner shall not be obligated to make any payment for grassing until an acceptable stand of grass meeting all the requirements of these specifications is achieved.

STANDARD  
SPECIFICATIONS

PIPING, VALVES,  
AND GATES

**STANDARD SPECIFICATION  
FOR  
PIPE MATERIALS**

**SECTION 2-1**

**1.0 GENERAL**

All fittings required for horizontal and vertical bends and deflections are not necessarily shown or called out on the drawings. Plan and coordinate pipe installation such that all required fittings and appurtenances will be available when required. When working around existing utilities, or facilities, etc. carefully spot dig for potential conflicts in a timely manner to allow adjustments to be planned and to avoid delay.

**2.0 DUCTILE IRON PIPE AND FITTINGS**

Ductile iron pipe shall meet AWWA and ANSI Specifications C-150, C-151 and A 21.50, A 21.51 respectively. Pressure class of ductile iron pipe shall be as indicated on Drawings.

In general, ductile iron pipe shall be furnished with push-on (i.e. boltless) joints for buried applications. The principal standard covering push-on joints shall be AWWA C111/ANSI 21.11. Restrained push-on joint pipe shall be per the specification for Restrained Joint Ductile Iron Pipe and Fittings and shall generally be required in critical buried applications such as highway crossings, creek crossings, railroad crossings, and in other locations as identified on the Drawings. The pipe joint shall be rated/certified to meet or exceed the pressure rating of the pipe itself or a higher pressure rating as indicated on the Drawings. In no case, shall the pipe joint be rated for less than 250 psi.

In general, ductile iron pipe shall be furnished with flanged joints for exposed, above-grade applications, unless shown otherwise on the Drawings. The principal standard covering ductile iron flanged pipe shall be AWWA C115/ANSI 21.15 and AWWA C110/ANSI A21.10. All pipe flanges shall meet or exceed ductile iron Class 150 or Class 300 per ASME/ANSI B16.42 or cast iron Class 250 per ASME/ANSI B16.1 as indicated on the Drawings or as required for connections to equipment, valves, fittings, etc. The flanged pipe joint shall be rated/certified to meet the pressure rating of the connecting pipe or a higher pressure rating as indicated on the Drawings. In no case, shall the flanged pipe joint be rated for less than 250 psi.

All buried ductile iron pipe shall, unless indicated otherwise, be tar coated outside. Pipe and fittings to be installed in buildings, galleries, basins, other locations where such pipe and fittings will be permanently "exposed" shall have an exterior coat of rust inhibitive primer per the Standard Specification for Painting. Wall pipes, sleeves, fittings, etc., to be installed through concrete walls shall be furnished bare or the exterior coatings removed before installing. All ductile iron pipe and fittings shall be furnished with interior cement lining in accordance with ANSI A21.4/AWWA C104, latest revision, standard thickness, with an asphaltic seal coat unless indicated otherwise in the Drawings or these Specifications.

All ductile iron fittings shall have a body and joint rated/certified to meet or exceed the pressure rating of the connecting pipe or a higher pressure rating as indicated on the

Drawings. In no case, shall the fitting body and joint be rated for less than 250 psi. Unless indicated in the Plans to be push-on joint, buried fittings shall be mechanical joint or restrained joint. Full body mechanical joint fittings shall meet or exceed AWWA C110/ANSI 21.10. Compact mechanical joint fittings and push-on joint fittings shall meet or exceed AWWA C153/ANSI A21.53. The principal standard covering mechanical and push-on joints shall be AWWA C111/ANSI 21.11. Restrained push-on joint fittings when required by the Drawings shall be per the specification for Restrained Joint Ductile Iron Pipe and Fittings.

For exposed, above grade applications, ductile iron fittings shall be furnished with flanged joints unless indicated otherwise on the Drawings. The principal standards covering ductile iron flanged fittings shall be AWWA C110/ANSI 21.10 and ASME/ANSI B16.42. Large fitting sizes including 54", 60" and 64" shall be covered by ASME/ANSI B16.42 and either AWWA C110/ANSI 21.10 or AWWA C153/ANSI A21.53. All fitting flanges shall meet or exceed ductile iron Class 150 or Class 300 per ASME/ANSI B16.42 or cast iron Class 250 per ASME/ANSI B16.1 as indicated on the Drawings or as required for connections to equipment, valves, fittings, etc. Flanged fitting joints shall be rated/certified to meet or exceed the pressure rating of the connecting pipe or a higher pressure as indicated on the Drawings. In no case, shall the flanged fitting joint be rated for less than 250 psi.

Bolting shall conform to Table 10.14 of ANSI A21.10/AWWA C110 or ANSI A21.15/AWWA C115 as applicable unless required otherwise by pressure rating requirements. Bolts for use with flat ring type gaskets between cast iron flanges shall conform to the requirements of ASTM A307-84, Grade B, hex head; and nuts shall be hex type of same grade and finish as the bolts. Bolts for use with full face type gaskets between cast iron flanges or ductile iron flanges shall conform to the requirements of ASTM A449-84a, Type 1 hex head; and nuts shall be hex type of same grade and finish as the bolts. Bolts shall also conform to the requirements of ANSI B18.2.1, and nuts shall conform to the requirements of ANSI B18.2.2. High strength bolting and nuts when required due to the pressure rating required by the Drawings or any combination of pressure rating, flange material, and/or gasket material required shall meet the requirements of ASTM A 193 Grade B7 and ASTM A 194 Grade 2H respectively.

The bolting requirements stated above shall apply except when specifically indicated otherwise and except in highly corrosive environments such as inside sewer lift stations, submerged applications, sewage valve pits, sewage/sludge tanks, or any other highly corrosive applications. For these highly corrosive applications, all bolting and nuts shall be 316 stainless steel. The bolts shall be UNC rolled thread, stainless steel per ASTM A 193, Grade B&M, (type 316). The nuts shall be heavy hex, stainless steel per ASTM A 194, Grade 8M, type 316, coated to prevent galling.

Couplings for use with grooved end joints, where specifically called for in the Plans, shall be ductile iron in accordance with ASTM 536, Grade 65-45-12. Gaskets shall be the center leg design manufactured of a nitrile compound. Bolts shall be track head design and manufactured in accordance with ASTM A-183, minimum tensile 110,000 psi. Couplings shall be Vitaulic or equivalent.

Gaskets for flanged joints, mechanical joints, and push-on joints shall meet the requirements of ANSI A21.11/AWWA C111, latest revision as a minimum. Special gaskets required to achieve high certified pressure ratings per the Drawings shall be per the recommendations of the ductile iron pipe and fitting manufacturer and shall comply with ASME/ANSI Specifications. The gasket materials shall provide the required pressure rating and withstand the expected bolt load without injurious crushing and be suitable for the service

conditions. Unless indicated otherwise or required due to pressure rating, gasket materials for various service conditions shall be as follows:

- A. Water Service (up to 120° F) - SBR (Synthetic Rubber)
- B. Water Service (above 120° F) - Neoprene
- C. Wastewater Service - SBR (Synthetic Rubber)
- D. Air Piping For Blowers - EPDM

### **3.0 RESTRAINED JOINT DUCTILE IRON PIPE AND FITTINGS**

Where required by the Plans, restrained joint pipe and fittings shall meet Specifications in the Ductile Iron Pipe and Fittings sections and shall be a boltless restrained connection to protect against separation due to thrust. Restrained joint pipe shall be flexible restrained push-on type, unless otherwise indicated. Joints shall incorporate ductile iron locking segments, inserted through slots in the bell face, providing a positive axial lock between the bell interior surface and a retainer weldment on the spigot end of the pipe. Restrained push-on joint to be equal to American "Flex-Ring" or U.S. Pipe "TR Flex".

Restraining or "Gripper" gaskets to be used to restrain slip joint pipe shall only be allowed when specifically called for in the Plans. Restraining gaskets shall contain stainless steel locking segments vulcanized into the gasket which shall in all other respects meet the requirements of standard push-on gaskets in ANSI/AWWA C111/A21.11. Restraining gaskets shall be UL listed for a minimum working pressure of 250 psi or the pressure rating of the pipe, whichever is greater. Gaskets shall be equal to American Fast-Grip or U.S. Pipe Field Lok Gasket.

### **4.0 RESTRAINT FOR MECHANICAL JOINT VALVES AND FITTINGS**

Where required by the Plans, mechanical joint restraint shall be provided for valves and fittings. Joint restraint shall be incorporated in the design of the follower gland and shall include a restraining mechanism, which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53, latest revision. Twist-off nuts shall be used to ensure proper actuating of the restraining devices.

The mechanical joint restraint device shall have a working pressure of at least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron, Inc., MEGALUG, Ford Meter Box Company, Uni-Flange, or equal.

### **5.0 BOSSES ON DUCTILE IRON PIPE**

Bosses shall be ductile iron and welded to the pipe by the pipe company in the foundry. For pipe sizes 6" through 12" in diameter, a minimum of Class 52 pipe shall be used unless the pipe manufacturer recommends a higher class pipe. For pipe sizes 14" through 54" in diameter, Class 51 pipe shall be used unless a higher class pipe is recommended by the pipe

manufacturer. Bosses shall be drilled and tapped for proper connection in accordance with the Standard Specifications.

## **6.0 POLYETHYLENE ENCASEMENT**

Polyethylene wrap in tube or sheet form for piping encasement shall be manufactured of virgin polyethylene material conforming to the requirements of ANSI/ASTM Standard Specification D1248. The material requirement, if not shown on the Plans, shall be either 8 mil, low density polyethylene or 4 mil, high density, cross laminated polyethylene. Material and installation methods shall be in accordance with the requirements of AWWA C105 and the pipe manufacturer.

## **7.0 COPPER PIPE**

Copper pipe shall be seamless copper water tube meeting the requirements of AWWA Specification 7S-CR for Type K copper water tube, Type K, hard drawn, or of ASTM Specification Designation B88-61 for seamless copper water tube, Type K hard drawn.

Class O tube may be used underground in sizes through 1-1/4". Class O tube is suitable for use with flared or compression fittings, and with solder-type fittings, provided that rounding, sizing, and preparation of tube ends is performed with the proper tools. Fittings for copper water tube, Class O, installed underground, shall be similar and equal to Mueller, Hays, Ford Meter Box Company or Swagelok (up through 1" size).

Copper water tube installed underground in sizes 1-1/2" and larger shall be Class H, furnished in straight lengths. Fittings shall be solder-type as manufactured by Mueller, Hays, or Crane. All branches from underground tube (1-1/2" and larger) shall be made by use of brass unions and copper to L.P.S. adapters. All valves installed at tees and/or crosses in piping runs shall be similarly equipped.

Copper water tube installed in buildings, vaults, galleries, etc. shall be Class H, furnished in straight lengths, and shall be installed in straight runs. An exception to the specification relative to installation of copper water tube in straight runs may be made when short lengths (not greater than 4') of tubing requiring bends and/or offsets are necessary for connection of items of equipment to water supply lines. This exception would apply only to tubing sizes 3/8" and smaller.

Fittings for tube of sizes 1-1/4" and larger shall be solder-joint type as manufactured by Mueller, Hays or Crane, except that all branches from the main run (whether from tees or crosses) shall be equipped with brass unions and copper to I.P.S. adapters. Valves are required on all branches and all valves are required to be equipped with brass unions and copper to I.P.S. adapters. Fittings for tube size 1" and smaller shall be manufactured by Swagelok or Imperial.

## **8.0 STAINLESS STEEL PIPE**

Stainless steel tubing shall meet the requirements of ASTM Specifications Designation A269 for seamless stainless steel tubing, Type 316. All fittings for use with stainless steel tubing shall be Swagelok or equal.

Two inch and smaller stainless steel pipe shall meet ASTM A312, TP316L, schedule 40S, seamless. Stainless steel pipe 2-1/2" or larger shall be pickled and passivated by

full immersion meeting ASTM A778, TP316L, as welded grade. Fittings 2" and smaller shall be screwed, stainless steel to ASTM A182, type 316 or barstock to ASTM A276, type 316. Fittings 2-1/2" or larger shall meet ASTM A774 type 316L, butt welded type, stainless steel, schedule to match the pipe, as welded grade. All ells shall be long radius unless specifically indicated otherwise. Flanged pipe ends shall be made up of type 316L stainless steel continuously welded slip-on type rolled angle face rings. Flanges and all flange components shall be stainless steel. Flanges shall be drilled to ANSI 16.1 Class 125 standard. Piping sections shall be shop welded to the maximum extent possible for shipping and handling, field connections in addition to those indicated on the Drawings shall be flanged as described above. Bolting shall be stainless steel type 316. Gaskets shall be EPDM. Welding shall be performed using welders and procedures qualified in accordance with ASME Section IX. On exposed pipe clean all markings, stains, paint, concrete, dirt, etc. from pipe.

#### **9.0 PVC PIPE - SMALL DIAMETER**

PVC pipe and fittings for small diameter service pipe shall be rigid, polyvinyl chloride pipe and fittings meeting the requirements of ASTM Specification Designation D-1785, Type I, Schedule 80, and Commercial Standard Specification CS 207-60, Type I, Schedule 80. Pipe shall be furnished with threaded joints or glue joints for connection to fittings, companion flanges and flanged valves. Glue on glued piping and fittings (including on spare lines) shall be fully compatible with and recommended for the chemical being conveyed. Glue for chemical lines shall be weld on 724 or equal.

#### **10.0 POLYVINYL CHLORIDE SEWER PIPE**

All pipe and fittings 15" and less shall be slip joint and made from polyvinyl chloride (PVC) components as described in ASTM D-1784. The sewer pipe and fittings shall meet or exceed the requirements of ASTM D-3034 (SDR 26), Type PSM Polyvinyl Chloride Sewer Pipe and Fittings. Laying lengths shall be 13 feet minimum. All pipe 18" and larger shall meet ASTM 679 and be PS115.

The bell shall consist of an integral wall section with joints conforming to ASTM D-3212. Gaskets shall be vulcanized and comply with ASTM F-477 for Elastomeric Seals for Joining Plastic Pipe.

Each Pipe shall be marked as prescribed by ASTM Standard D-3034 of F-679 as follows: Pipe size, manufacturer's name and code, cell classification, standard dimension ratio (SDR), use (sewer pipe) and ASTM standard.

Representative samples, as directed by the Engineer, will be tested with acetone in accordance with ASTM 2152.

#### **11.0 POLYVINYL CHLORIDE PIPE (PRESSURE CLASS)**

The pipe shall be made from Polyvinyl Chloride plastic (PVC) as defined in ASTM Specification D-1784. The pipe shall conform to ASTM Specification Bell conforming to ASTM D-3139 and be approved by the National Sanitation Foundation. The pipe shall have water working pressure rating of 200 psi (SDR21) or 250 psi (SDR17) at 23 degrees C. or greater if shown on the plans. Pipe used for sanitary sewer force mains shall be green in



color. Fittings shall be ductile iron and mechanical joint. The pipe will be stored away from direct sunlight.

The joints shall be "push-on" or "twin gasketed coupling", meeting ASTM Standards D-3139. Thickened bell pipe shall be provided meeting Section 6.2 of ASTM D-3139. Lubricant shall be nontoxic and have no effects on the gasket or pipe material. Gaskets shall meet ASTM F477 requirements. The gasket manufacturer's mark and year of manufacture shall be molded in the rubber. Gaskets shall be vulcanized natural or synthetic rubber. No reclaimed rubber shall be used. The Owner shall be supplied a certified copy of the manufacturer's quality control report.

As a minimum, the pipe shall have the following data applied to each piece every two feet:

1. Nominal Size
2. Type of Material
3. ASTM Standards
4. Manufacturer
5. National Sanitation Foundation Seal of Approval
6. Quality Control Code
7. Working Pressure Rating

All spigot ends shall be marked to indicate the distance the spigot end should be extended into the bell.

## **12.0 POLYVINYL CHLORIDE PIPE (AWWA C900 OR C905)**

PVC water pipe shall be extruded from clean, virgin PVC resin compound in accordance with ASTM D1784, Class 12454-A or 12454-B. PVC pipe shall meet the requirements of AWWA C900 and C905, Class 200 (SDR 14, minimum) unless indicated a higher Class in the drawings, with the same outside diameters for corresponding nominal sizes of ductile iron pipe meeting the requirements of AWWA C151. PVC pipe shall be capable of making connection with cast iron fittings meeting the requirements of AWWA C111 without the use of adaptors. Pipe shall be fabricated in nominal 20 foot length. Fittings shall be ductile iron, mechanical joint. Marking requirements of every joint include:

- A. Nominal size and outside diameter dimension base (C.I.)
- B. PVC
- C. Dimension ratio
- D. AWWA pressure class
- E. AWWA (900) designation number
- F. Manufacturer's name and production code indicating date of manufacturer and production shift time
- G. Type of service

PVC pipe shall be equipped with bell and spigot joints. Bell shall consist of integral wall section with pipe. Bell section shall have same hydrostatic strength as pipe wall and meet the requirements of AWWA C900. Joints shall have elastomeric gaskets manufactured in conformance with ASTM F477. Gaskets shall be formulated for water

service and be supplied separately from the pipe bell and lubricate recommended by the pipe manufacturer.

### **13.0            TRANSITION COUPLING**

Transition coupling for sewer service lines shall be flexible, made of elastomeric plastic, resistant to chemicals and sewer gases and leakproof. Clamps, hardware, and appurtenances shall be stainless steel. Coupling shall be Fernco or equal. Main line coupling, 8" or larger, will be ductile iron or stainless steel sleeves.

### **14.0            PIPE NIPPLES**

All pipe nipples 3" and less with screwed connections shall be Schedule 40 brass or stainless steel. No galvanized material will be allowed for screwed joints.

### **15.0            VALVES - GENERAL**

Valves shall close clockwise with 3 turns per inch. Unless indicated otherwise, valves shall have mechanical joint or flange ends. Sewer valve operating nuts shall be of a different size and/or shape of water valve nuts as approved by the owners. All valves operators will be extended as required for safe, convenient and easy access for operation.

All valves, operators, floorstands, brackets, and appurtenances, etc., that require painting shall be prepared and painted in accordance with the Painting Specifications for this project. Primer, intermediate coat, and top coat shall be the coating system required by the Painting Specifications and manufactured by the same paint manufacturer as submitted to the Engineer and accepted for the remainder of the project. Color shall be as selected by the Owner. Refer to the Painting Specifications for the project.

All exterior materials shall be suitable for underground service. Exterior bolting shall be 304 stainless steel.

### **16.0            BUTTERFLY VALVES**

The butterfly valves shall be of rubber seated tight closing type and shall meet AWWA Standards C504 and be Class 150B unless indicated on the Plans to be Class 250. Where shown or called out for such application, valves shall be suitable for submerged and underground service and/or air service. Valves on blower discharge piping shall be suitable for hot air. The valve operator shall be suitable for underground service with permanent lubrication. The operator shall close clockwise. All valves shall have an epoxy coating in accordance with AWWA C550 on the inside of the body. Valve bearings shall be sleeve type that are corrosion resistant and self-lubricating. Bearing load shall not exceed 1/5 of the compressive strength of the material. Valve actuators shall be fully grease packed and have stops in the open/close position. The actuator shall have a mechanical stop which will withstand an input torque of 450 ft. lbs. against the stop. The traveling nut shall engage alignment grooves in the housing. The actuator shall be a slotted lever type for 4" to 12" valves and a link and lever type for 14" through 48". A means of adjusting the stem and shaft to attain zero leakage on closure of valve vane shall be provided without taking the valve out of service.

Class 150B butterfly valves shall comply with the following details. Valve discs shall be made from cast iron ASTM A-126 Class B for 3" through 20" sizes or ASTM A-48 Class 40 for 24" size. Sizes 30" and larger shall be ductile iron ASTM A-536 Grade 65-45-12. Disc shall be furnished with 316 stainless steel seating edge to mate with the rubber seat on the body. Ductile iron of adequate strength may be substituted for cast iron. Valve shafts shall be stainless steel conforming to ASTM A-276 Type 304. Shaft seals shall be standard self-adjusting chevron "V" type packing. Shaft seals shall be of a design allowing replacement without removing the valve shaft. All valves shall be hydrostatic and leak tested. The leak test shall be performed at a differential pressure of 150 psig with the disc in a closed position. In a slightly open position, internal hydrostatic pressure equal to 300 psig shall be applied to the inside of the valve body for five minutes. Certified test results shall be made available to the Engineer.

Valves rated for 250 psig service shall comply with the following details. Valves discs shall be constructed of cast iron ASTM A-40 Class 40 for 10" through 20" sizes or ductile iron ASTM A-536 Grade 65-14-12 for 6", 8", 24" through 48" sizes. Disc shall be furnished with 316 stainless steel seating edge to mate with the rubber seat. Ductile iron of adequate strength may be substituted for cast iron. Valve shafts shall be stainless steel ASTM A-564 Type 630 Condition H-1150. Stub shafts or through shafts are acceptable. Shaft seals shall be standard self-adjusting chevron "V" type packing. Shaft seals shall be of a design allowing replacement without removing the valve shaft. All valves shall be hydrostatic and leak tested. The leak test shall be performed at a differential pressure of 250 psig with the disc in a closed position. In a slightly open position, internal hydrostatic pressure equal to 500 psig shall be applied to the inside of the valve body for five minutes. Certified test results shall be made available to the Engineer.

Where used in water plant or filter applications, valve supplier shall provide valves with actuators as shown on the drawings and/or as required by the filter manufacturer. Supplier/manufacturer shall review application and provide valves and actuators specifically suited for the application (pulsing, throttling, etc.) The actuator shall comply with all filter manufacturer recommendations including but not limited to operating frequency and duration and control logic, etc. Completely coordinate valves and actuators with filter manufacturer prior to making the first submittal. Provide written concurrence with the valves and actuators from the water plant/filter manufacturer and filter control panel manufacturer with the first submittal.

All valves shall be assembled, machined, and tested domestically at the manufacturer's facility. All valves shall be equal to Mueller, DeZurick, Val-Matic or approved equal.

See painting requirements under "Valves - General" and in the "Painting Specifications".

## **17.0 RESILIENT SEATED GATE VALVE**

Valves shall be resilient seated wedge type manufactured to meet the requirements of AWWA C515 with ductile iron bodies. Valves shall have a clear, unobstructed water way when fully opened and shall be at least as large as the pipe inside diameter for which it is intended. All internal surfaces shall be coated with epoxy to a minimum thickness of 8 mils. Said coating shall be non-toxic, impart no taste to water and shall conform to AWWA C550. Gate valves 12" and smaller shall be rated for 250 psi cold

water working pressure and shall be tested to 500 psi. Valves 14"-24" shall be rated for 200 psi cold water working pressure and shall be tested to 400 psi. Gate valves 18" through 24" shall have gearing. Gate valves in horizontal position shall have bevel gearing and valves in vertical position shall have spur gearing. Allen screws or metric bolting shall not be allowed. Stem shall be sealed by three O-rings. The top two O-rings shall be replaceable with valve fully opened and while subject to fully rated working pressure. O-rings set in cartridge shall **not** be allowed. Valve shall have two thrust washers with one located above and one below the thrust collar to assure trouble-free operation of valve. The area between the O-rings shall be filled with lubricant to provide lubrication to the thrust collar bearing surfaces each time the valve is operated. The sealing mechanism shall provide zero leakage at the water working pressure when installed with the line flow in either direction, and shall consist of a cast or ductile iron gate with a resilient seat bonded or mechanically attached. Further, it shall be designed such that no sliding of rubber on the seating surfaces is required to compress the rubber. It shall also be designed such that compression-set of the rubber shall not affect the ability of the valve to seal when pressure is applied to either side of the gate. The gate shall be provided with a drain in the bottom to flush the internal cavity of foreign material each time the valve is opened. The valve shall be American Flow-Control, Mueller or approved equal.

See painting requirements under "Valves - General" and in the "Painting Specifications".

## **18.0 TAPPING SLEEVES AND VALVES**

Tapping sleeves shall be bolted split type of ductile iron construction meeting ASTM A 536 Grade 65-45-12. Side flange seals shall be of the O-ring type of either round, oval, or rectangular cross-sectional shape to form a watertight joint when bolted in place. Tapping sleeves shall conform to the respective chemical and physical properties specified for ductile iron fittings in ANSI A21.10/AWWA C110. Walls of sleeves shall be extra heavy and the sleeves shall accommodate gray iron pipe, ductile iron pipe of the various standard thickness classes and C-900 type PVC pipe. Tapping sleeve and valves shall be manufactured by Dresser, Mueller, American, or equal.

Sleeves for use with ductile iron, cast iron, and C-900 PVC shall be equipped with mechanical joint ends. The Contractor shall determine the type sleeve required for accommodating the pipe and pipe outside diameter before ordering the sleeve. All sleeves are to include the end joint accessories and split glands necessary to assemble sleeve to pipe. No special tools shall be required other than a standard socket wrench. Sleeve shall be coated with asphaltic varnish in compliance with NSF-61.

Tapping sleeves for pressure class PVC lines shall be of heavy welded stainless steel per ASTM A240, type 304 and type 304L. Gasket shall be virgin SBR per ASTM D2000 MAA 610, compounded for water and sewer service with broad cross-section to resist rolling and provide dependable seal. Bolts shall be 5/8 inch UNC rolled thread trackhead, stainless steel per ASTM A193, type 304. Nuts shall be heavy hex, stainless steel per ASTM A194, type 304, coated to prevent galling. Flange shall be ductile iron per ASTM 536, Grade 65-45-12 or stainless steel per ASTM A240, type 304 to accommodate tapping valve flanges. Tapping sleeves for pressure class PVC shall be Romac Industries, Inc., style "SST III", Mueller "H-304", or equivalent.

Branch outlets of sleeves shall be equipped with flanges made with female faces to accommodate raised male faces of tapping valves.

Tapping valves shall meet or exceed the requirements of these Specifications for AWWA resilient seat gate valves with bodies and bonnets made of ductile iron for 250 psi working pressure. The tapping side of the valve shall be equipped with flange having raised male face to ensure proper alignment with the sleeve and shall be equipped with a flange having slotted bolt holes for attachment of tapping machine. The outlet end of the valve shall have the desired joint connection for the intended pipe. All interior and exterior ferrous surfaces shall be protected against corrosion by fusion bonded epoxy coating. Valves shall meet requirements of AWWA C509. Coating shall be applied prior to assembly to assure coverage of all exposed areas including bolt holes. Seat rings shall be oversized so as to permit the use of cutters of the full nominal size of the tapping valves.

## **19.0 VALVE BOXES**

The Contractor shall furnish and install valve boxes for all buried valves. Valve boxes shall be cast iron, screw type, with extension pieces as required to make up the length of box required from surface of ground to top of the valve body. Valve box lids shall be marked as to service. Valve boxes shall be equal to Dresser.

See painting requirements under "Valves - General" and in the "Painting Specifications".

## **20.0 CHECK VALVES**

Check valves shall have ductile iron or cast steel bodies, and shall be plug type, with disc mounted on guided stem. Plug, seat, stem, and guide bushing shall be bronze meeting requirements of AWWA C508. Valves shall be gravity swing type, equipped with lever and weights with stainless steel hinge pins. Valves shall be equal to Mueller, Dresser, American.

## **21.0 FIRE HYDRANTS**

Fire hydrants shall conform to the specifications of the American Water Works Association, C502 with a pressure rating sufficient to match test pressure of the line. They shall be compression type traffic model with 5-1/4" valve opening. Hydrants shall have one 4-1/2" or 5" and two 2-1/2" steamer nozzles with sizes to match the local fire department. Larger nozzle shall be fitted with integral Storz connection when shown on drawings. Threads shall match fire department equipment. Hydrants shall have a bury of 3-1/2 feet unless noted otherwise in plans. The fire hydrants shall be installed as shown on the Plans. Fire hydrants shall be M & H, American, Mueller, or equal, and/or as called for in the plans or specifications or required by Owner for matching their standard. All fire hydrants shall be connected to the main with a 6" valve and rodded throughout.

## **22.0 STORM DRAINAGE PIPE**

Reinforced concrete drainage pipe for storm water shall conform to ASTM C-76, or A.A.S.H.O. M41. Pipe shall be fitted with tongue-and-groove type joints with rubber gaskets unless otherwise indicated. Corrugated metal pipe and arches shall conform to the

requirements of the A.A.S.H.O. Designation M-36. All pipe arches shall be bituminous coated in accordance with the requirements of A.S.H.D. Specification 525 and/or 526.

### **23.0 PRECAST CONCRETE MANHOLES**

The pre-cast reinforced concrete manholes shall be constructed in accordance with ASTM C-478. Manholes shall consist of circular pre-cast concrete sections not less than 4'-0" in diameter or as shown on the Drawings. The top section shall be suitable for mounting cast iron manhole frames and covers. Risers shall be furnished in suitable increments to an elevation not more than 12" below the base of the cast iron frame and cover. Maximum elevation of riser shall permit setting top of manhole frame at the finished grade shown on the Drawings. The bottom riser of the manhole shall be provided with openings to accommodate the sewers entering and leaving the manhole. The arrangement of the openings shall permit the construction of sewers in accordance with the alignment, elevations, and grades shown on the Drawings. All pre-cast concrete manholes shall be set on a foundation bed of compacted crushed stone, 8" minimum thickness, and covering the bottom of the excavation.

Steps, frames, and covers shall conform to the requirements of Gray Iron Casting, ASTM A48-60T, Class 20. The manhole cover shall be the solid indented type with bearing surface machined to provide solid bearing and prevent rocking. Vented manholes are not allowed unless specifically called for in the plans. When required, waterproof manhole frames and covers shall have bolted on lid with rubber or neoprene gasket for watertight sealing. Stainless steel anchor bolts will be used. Frames shall be firmly anchored to top section of manhole. Weight of frames and covers shall be 308 pounds or heavier.

Joints between the manhole sections will be made with offset joints with rubber gaskets or preformed butyl sealants. Rubber gaskets shall meet the requirements of ASTM C 443, latest revision. Sealants shall meet federal specifications SS-S-00210 (210-A) and AASHTO M-198B.

Manholes of precast concrete construction shall have flexible openings to accept sewers entering and exiting the manhole. The openings shall comprise a complete joint with insert piece precast in wall of manhole and comprised of cast iron insert ring tapped to receive draw bolts, cast iron compression flange, and rubber O-ring gasket, or a complete joint with seal assembly inserted in a hole cored in the manhole wall and comprised of a rubber or neoprene boot, stainless steel seal band, stainless steel pipe clamp.

4' diameter manholes shall have a minimum base thickness of 6" unless a greater thickness is called for elsewhere. 6' diameter manholes shall have a minimum base thickness of 8" unless a greater thickness is called for elsewhere.

Flexible connectors shall be provided as follows:

#### Pipes Less than 18 Inches Diameter

Flexible manhole connectors for lines 18 inches in diameter or less shall be Kor-N-Seal, as manufactured by NPC, Inc. Milford, New Hampshire, or equal. Connectors shall conform to the latest revisions of ASTM C923 and ASTM A167. Boots shall be of chemical resistant, resilient EPDM rubber. Assemblies with toggle or wedge-type expanders shall be fabricated of 304 Series non-magnetic stainless steel. Wedge assemblies shall be from reinforced nylon.

External take-up clamps shall be Series 304 non-magnetic stainless steel. Bolt assemblies shall be of Series 305 non-magnetic stainless steel. Flexible connectors shall be stored and installed in strict accordance with the manufacturer's recommendations. Pipes shall be centered in the connector opening and supported during installation such that the pipe does not rest on the connector core band.

#### Pipes Larger than 18 Inches Diameter

For pipes larger than 18 inches diameter, flex connectors shall be the A-Lok Connector, as manufactured by A-Lok Products, Inc. Tullytown, Pennsylvania, or approved equal. Seal shall provide a flexible, positive watertight connection between pipe and manholes. The seal between the connector and the manhole wall shall be made by casting the connector integrally with the manhole wall during the manufacturing process in such a manner that it will not pull out during coupling.

The seal between connector and pipe will be made by pure compression of the resilient material against the outside diameter of the pipe. The connector shall be capable of being cast into a round structure in a curve and remain centrally located in the manhole wall so that there is no loss of compression or deflection in larger pipe due to curvature of the manhole wall. The connector shall be the only component to affect the seal between the pipe and structure. The connector shall be molded or extruded and vulcanized from materials whose physical/chemical properties meet or exceed the physical/chemical resistant properties outlined in ASTM C923. The connector shall meet or exceed the performance requirements prescribed in ASTM C923. The connector shall be of size specifically designed for the pipe material being used and shall be installed in accordance with the recommendations of the manufacturer.

### **24.0 PRECAST CONCRETE WETWELLS**

When allowed in the Plans to be substituted for precast manholes, precast wetwell sections shall conform to the minimum requirements of ASTM C789. Concrete box sections shall be provided for depth of bury load conditions indicated on the Plans. Unless indicated otherwise, all pipe penetrations or connections shall be made with flexible type connectors. Joints shall be watertight subject to both an infiltration and exfiltration test prior to and following backfilling.

When wetwells are used for manholes, precast flat tops may be provided to transition to a standard four foot diameter manhole if shown to be acceptable in the plans. Manhole steps shall extend continuous through four foot manhole risers and precast wetwell to the ground invert.

**STANDARD SPECIFICATION  
FOR  
MATERIAL, INSTALLATION, AND TESTING  
FOR POLYETHYLENE PIPE (HDPE)**

**SECTION 2-2**

**1.0 MATERIALS - POLYETHYLENE**

High-density polyethylene (HDPE) piping and fittings shall be equal to DriscoPlex pipe manufactured by Performance Pipe. The Manufacturer shall have manufacturing and quality assurance facilities capable of producing and assuring the quality of the pipe and fittings required by these Specifications. The Manufacturer's production facilities shall be open for inspection by the Owner or their Authorized Representative. The Owner shall approve qualified Manufacturers.

Black PE materials used for the manufacture of polyethylene pipe and fittings shall be PE 4710 high density polyethylene meeting ASTM D3350 cell classification 445574C and shall be listed in the name of the pipe and fitting manufacturer in PPI (Plastics Pipe Institute) TR-4 with a standard grade HDB rating of 1600 psi at 73EF. Color material, when used, shall be the same except for meeting ASTM D3350 cell classification 445574E. For potable water distribution, the material shall be listed and approved for potable water in accordance with NSF Standard 61. The Manufacturer shall certify that the materials used to manufacturer pipe and fittings meet these requirements.

For water/wastewater applications, pipe sizes 1-1/4" through 3" IPS diameters shall be manufactured in accordance with the requirements of AWWA C901 and ASTM D3035. 4" IPS pipe and DIPS pipe sizes 4" and above shall be marked or certified by the manufacturer that it meets or exceeds AWWA C906 and ASTM F714 and be marked per the requirements of AWWA C906. Markings shall also indicate the pipe's Pressure Rating (PR) and/or Pressure Class (PC).

Unless specified otherwise on the Contract Drawings, pipe for water/wastewater applications shall be IPS for 4" and smaller and DIPS for 6" and above (all SDR-9 or SDR-7.3). Pipes shall be black. Potable water distribution pipe shall have color coded bands/stripes. IPS potable water pipe shall have four (4), equally spaced, blue color stripes co-extruded into the pipe outside surface. DIPS potable water pipe shall have three (3) equally spaced pairs of longitudinal blue color stripes co-extruded into the pipe outside surface. Stripes painted on the pipe outside surface shall not be acceptable.

For landfill leachate applications, the material/product specifications for the pipe and fittings shall meet all requirements listed above for water and wastewater applications but shall also be in compliance with ASTM D2513 and API 15LE. Unless specifically required otherwise, piping/fittings for landfill leachate applications shall be provided in IPS sizes.

MJ Adapters 4" thru 16" will be provided with Stainless Steel Stiffeners. MJ Adapters 14" and above shall be provided with Heavy Duty Back-up Ring Kits. All MJ adapters 18" and above must be provided with Stainless Steel Stiffeners.

Joints between plain end pipes and most polyethylene fittings shall be made by butt fusion. Branch connections to the main made with polyethylene fittings shall be made with saddle fittings or tees. Polyethylene saddle fittings shall be saddle fused to the main pipe. The butt fusion and saddle fusion procedures used shall be procedures that are recommended



by the pipe and fitting Manufacturer. The Contractor shall ensure that persons making heat fusion joints have received training in the Manufacturer's recommended procedure. The Contractor shall maintain records of trained personnel and shall certify that training was received not more than 12 months before commencing construction. External and internal beads shall not be removed. Butt fusion shall be performed between pipe ends, or pipe ends and fitting outlets that have the same outside diameter and are not different in wall thickness by more than one Standard DR. Transitions between unlike wall thickness greater than one SDR shall be made with a transition nipple (a short length of the heavier wall pipe with one end machined to the lighter wall) or by mechanical means or electrofusion. SDR's acceptable for polyethylene pipe are 7.3 and 9. Pipe shall be rated for a sustained working pressure of 200 psi minimum unless a different rating is required by the Plans.

Polyethylene pipe and fittings may be joined together or to other materials by means of (a) mechanical couplings designed for joining polyethylene pipe or for joining polyethylene pipe to another material, (b) MJ Adapters or (c) electrofusion. When joining by other means, the installation instructions of the joining device manufacturer shall be observed. A stiffener shall be installed in the bore of the polyethylene pipe when an OD compression mechanical coupling is used and when connecting plain end PE pipe to a mechanical joint pipe, fitting or appurtenance. Branch connections to the main and other required fittings shall be made with ductile iron fittings for water (unless indicated otherwise in the Contract Drawings) and polyethylene fittings for landfill leachate, unless it is connecting to an existing line of a different material (e.g., PVC, D.I., etc.).

The same Qualified and Approved Manufacturer shall produce polyethylene pipe and fittings. Products such as fittings or flange adapters made by sub-contractors or distributors are prohibited. Polyethylene fittings to be joined by thermal heat fusion may be molded, thermoformed from pipe sections, or fabricated by heat fusion joining polyethylene components prepared from pipe, molded fittings, thermoformed pipe, or polyethylene sheet or block. Molded fittings shall meet the requirements of ASTM D2683 for socket-type fittings, ASTM D3261 for butt-type fittings, or ASTM F1055 for electrofusion-type fittings, and the requirements of AWWA 906. Fittings shall be homogeneous throughout and as uniform in color, opacity, density, and other properties as commercially practical; however, co-extrusions and pipe striping will be allowed. The inside and outside surfaces shall be semi-matte to glossy in appearance and free of sticky or tacky material. The walls shall be free of cuts, cracks, holes, blisters, voids, foreign inclusions, or other defects that are visible to the naked eye and that may affect the wall integrity. Molded fittings shall conform with the dimensional requirements described in the applicable ASTM fitting standard when measured as specified in that standard. Fabricated fittings shall meet the minimum dimensional requirements and tolerances of the pipe at the point of fusion. Each polyethylene fusion fitting shall meet all the material requirements established for the pipe to which the fitting is to be joined. Fittings fabricated from pipe shall be manufactured from pipe stock with a wall thickness at least 25% greater than that of the pipe to which the fitting is to be joined or shall be otherwise externally reinforced so that the fitting carries a pressure rating equal to that of the pipe from which it is made. The wall thickness of an outlet may be the same as the wall thickness of the pipe to which the outlet is to be joined. Each fitting shall be designed and manufactured to operate at not less than the design pressure of the pipe system for which it is intended.

## **2.0 PIPE BEDDING, BACKFILL, AND FOUNDATION BACKFILL MATERIAL (OPEN CUT)**

Aggregates used for polyethylene pipe bedding and backfill shall be either crushed limestone or crushed dolomite. The use of slag will not be allowed. Crushed stone shall be ASTM D-448 No. 57 stone. No other screening size is acceptable. In no case is "crusher run", (unscreened gradations that include fine material), acceptable unless specifically called for.

Earth backfill shall consist of suitable native materials of low organic content. Stumps, roots, topsoil, and other highly organic materials are not acceptable for use as backfill. Earth backfill shall not contain any rocks, stones, or boulders which might be large enough to damage or endanger the water line. The decision regarding the suitability of a particular material for use as earth backfill will be at the sole discretion of the Owner's Construction Inspector but in no case shall stones as large than 2 inches contact or be within 1 foot of the pipeline.

Foundation backfill is a term used to describe a coarse stone aggregate which may be used at the direction of the Owner's Construction Inspector to stabilize the bottom of the pipe trench prior to placement of pipe bedding material. Foundation backfill shall be a coarse gradation of either crushed limestone or crushed dolomite. The gradation of stone for foundation backfill shall be determined on a case by case basis.

## **3.0 GENERAL INSTALLATION**

All fittings required for horizontal and vertical bends and deflections are not necessarily shown or called out on the drawings. Plan and coordinate pipe installation such that all required fittings and appurtenances will be available when required. When working around existing facilities, carefully spot dig for potential conflicts in a timely manner to allow adjustments to be planned.

The Contractor shall furnish and install all pipe, fittings, valves, operators, extensions, couplings, valve boxes, gaskets, bolts, nuts, supports, hangers, bracing, appurtenances, and accessories as specified or as required, and shall place the entire piping installation in proper operating condition in every respect. The Contractor shall carefully examine all pipe and piping materials before placing them in the work. If any such pipe or materials should be found to be defective, the Contractor shall promptly notify the Engineer and discard such pipe and materials. Piping materials shall be of the types, classes, and sizes shown on the Plans or, if not indicated on the Plans, as specified herein.

The interior of all pipe, fittings, valves, and accessories shall be kept free from dirt and foreign material. Suitable bulkheads shall be used to block or plug ends of piping at the close of each workday and when work on a particular section of piping is temporarily discontinued. Should dirt, mud, concrete, laitance, paint, or other foreign materials enter the piping or any section of piping, such piping or section of piping shall immediately be cleaned. Each length or section of pipe shall be cleaned immediately before being placed in the trench and joined. Cleaning shall be accomplished by use of a tight swab or other suitable cleaning device. If necessary, a brush pig shall be run through the section of pipe prior to final swabbing. Pipe ends shall be wiped clean before the pipe is joined.

## **4.0 HANDLING AND STORING PIPE AND ACCESSORIES**

The Contractor shall provide the proper equipment, tools, and facilities necessary for the efficient prosecution of the work. Materials damaged in unloading, handling, or installation shall be promptly discarded and removed from the area of the work. No pipe shall be unloaded or moved by allowing the pipe to roll, slide, or fall to the ground or to cushions placed on the ground. No pipe, fittings, valves, etc., shall be unloaded by inserting loader blades, teeth, etc., into the pipe interior.

Pipe shall be stored on racks or timbers in such a manner that pipe ends are above the ground surface. When pipe is to be moved, it shall not be dragged or rolled but shall be lifted by use of a sling designed to prevent damage to the pipe coatings. Should an intermediate placement of the pipe along the side of the trench be required, the pipe shall be placed on racks or timbers along the side of the trench in a manner as specified hereinabove.

When lifting with slings, only wide fabric choker slings capable of safely carrying the load shall be used to lift, move, or lower pipe and fittings. Wire rope and chain are prohibited. Slings shall be of sufficient capacity for the load and shall be inspected before use. Worn or damaged equipment shall not be used.

### **5.0.1 PIPE LAYING BY OPEN CUT**

The top of the pipe shall be a minimum of 30" below the surface unless specified deeper by a permitting agency or the plans. The pipe shall have a uniform bearing. The pipe shall be swabbed for cleanliness before lowering to the trench. Whenever pipe is cut, it shall leave a smooth end at right angles to the axis. All polyethylene pipe for water lines, except services, shall have a #14 copper wire, plastic coated and laid continuously beneath the pipe. Locating tape will not be used. The end of the pipe shall be closed when the work is left temporarily. Angles or bends in the line shall be braced against movement by using concrete and/or permanent joint restraints. Rock and boulders shall be removed to a clearance of at least 6 inches from pipe, valves, and fittings. If the bottom of the trench is found to be unsuitable, the Contractor will remove the material, backfill, and compact with a suitable base. If unsuitable material cannot be removed, the Contractor shall construct a structural foundation, which does not include stone, for the pipe as directed by the Engineer. Additional compensation will be allowed for this structural foundation work. Extend all valve operators as required for safe, convenient, and easy access for operation.

The width of the trench shall be sufficient for pipe not to touch the sidewalls of the trench. The Contractor will take into effect the uneven alignment of polyethylene and allow a safety factor in the trench width. The pipe must have a cushion of 12" from any rock in the trench. Stone bedding will not exceed 3/4" particle size.

Backfill and embedment shall be placed and compacted to at least 90% Standard Proctor Density in 6" lifts to at least 6" above the pipe crown unless indicated otherwise on the Contract Drawings. During embedment placement and compaction, care shall be taken to ensure that the haunch areas below the pipe spring-line are completely filled and free of voids. Any special trench requirement will be shown on the drawings. When utilities cross other utility trenches, compact trench sufficient distance on either side of existing trench. In accordance with ASTM D 2774, connections shall be protected where an underground polyethylene branch or service pipe is joined to a branch fitting such as a service saddle, branch saddle or tapping tee on a main pipe, and where pipes enter or exit casings or walls.

The area surrounding the connection shall be embedded in properly placed, compacted backfill, preferably in combination with a protective sleeve or other mechanical structural support to protect the polyethylene pipe against shear and bending loads.

The Contractor shall ensure the field set-up and operation of the fusion equipment, and the fusion procedure used by the Contractor's fusion operator while on site. Upon request by the Owner, the Contractor shall verify field fusion quality by making and testing a trial fusion. The trial fusion shall be allowed to cool completely; then test straps shall be cut out and bent strap tested in accordance with ASTM D 2657. If the bent strap test of the trial fusion fails at the joint, the field fusions represented by the trial fusion shall be rejected. The Contractor at his expense shall make all necessary corrections to equipment, set-up, operation, and fusion procedure, and shall re-make the rejected fusions.

Generally, polyethylene piping may be joined by thermal butt fusion or electrofusion. Polyethylene piping shall not be joined by solvent cements, adhesives (such as epoxies), or threaded-type connections. All joining methods shall be capable of conveying water at the test pressure of the piping system or pipe rating pressure whichever is greater. In situations where different kinds of polyethylene piping materials must be joined to each other, the manufacturers of the subject pipe or fitting should be consulted to determine the appropriate fusion procedures. Thermal fusion shall be conducted only by persons who have received training in the use of the fusion equipment in accordance with the recommendations of the pipe supplier or the equipment supplier.

Thermal butt fusion shall be portable, field-proven equipment with the ability to hold pipe or fittings in close alignment while the opposing butt-ends are faced, cleaned, melted, and fused together and then cooled under fusion parameters recommended by the pipe and fusion equipment supplier. Prior to attempting fusion of polyethylene pipe, personnel should verify that they have the optimum range of fusion conditions, such as fusion temperature, interface pressure, and cooling time for the material being joined.

Electrofusion uses equipment to prepare the pipe surfaces by scraping, aligning of the pipe sections to be joined, and holding them in place through the heat-fusion and cool-down cycle. With the electrofusion joining method, fusion times and temperatures shall be included in the design of the equipment. There is no concern of different heat times or pressures between the polyethylene materials described in this standard. Dissimilar PE materials can be joined without concern for special handling by the operator. The procedures for dissimilar polyethylene materials are the same as for similar material being joined.

## **5.0.2 PIPE LAYING BY HORIZONTAL DIRECTIONAL DRILLING (HDD)**

### **5.0.2.1 GENERAL**

It is the intent of this specification to define the acceptable methods and materials for installing sanitary sewer and water mains by the horizontal directional drilling method and the requirements for high density polyethylene (HDPE), ductile iron pipe, or steel casing pipe installed by directional drilling, also commonly referred to as guided horizontal boring. This work shall include all services, equipment, materials, and labor for the complete and proper installation, testing, restoration of underground utilities, environmental protection and restoration and all miscellaneous work necessary for a complete and properly functioning project.

### **5.0.2.2 QUALITY ASSURANCE**

The requirements set forth in this document specify a wide range of procedural precautions necessary to insure that the very basic, essential aspects of a proper directional bore installation are adequately controlled. Strict adherence shall be required under specifically covered conditions outlined in this specification. Adherence to the specifications contained herein, or the Engineer's approval of any aspect of any directional bore operation covered by this specification, shall in no way relieve the Contractor of their ultimate responsibility for the satisfactory completion of the work authorized under the Contract.

Directional drilling and pipe installation shall be done only by an experienced Contractor specializing in directional drilling and whose key office and field personnel have at least four (4) years experience in this work. Furthermore, the Contractor shall have installed directionally drilled ductile iron pipe at least as large as 8 inches in diameter, have performed crossings at least 200 feet in length, and successfully installed at least 40,000 feet in length, at least 2,000 of which shall have been ductile iron.

### **5.0.2.3 SUBMITTALS**

Submit for information only before award of the Contract and as requested by the Owner the following:

1. Presentation of similar experience in the last 3 years. The project performance must be such that the Owners of the projects recommend the Contractor for similar work.
2. Include, but not limited to, Owner name, address, telephone number, contact person, date and duration and schedule of work, location, and pipe information.
3. Supervisory field personnel proposed for this project (including project superintendent) and historical information of their HDD experience.
  - a. At least one of the field supervisors listed must be at site when HDD operations are in progress. The superintendent shall also have HDD experience that is acceptable to the Owner.

If the Company's and the proposed personnel's HDD experience does not clearly meet all the experience required above, the Owner may reject that bid.

**WORK PLAN:** Two weeks prior to beginning work, the Contractor must submit to the Engineer a general work plan outlining the procedure and schedule to be used to execute the project. Plan should document the thoughtful planning required to successfully complete the project. The work plan shall contain:

1. Method of determining location and depth of all utilities, including all services to houses, etc. Note: It is the responsibility solely of the Contractor to determine all utility locations and depths and to make appropriate adjustments to avoid all utilities. The submission of a work plan does not change the responsibility of the Contractor.
2. Size, capacity, and arrangement of equipment.
3. Location and size of drilling and receiving pits.

4. Dewatering and methods of removing spoils material.
5. Method of installing detection wire and pipe, if applicable.
6. Type, location and method of installing locator station, if applicable.
7. Method of fusion pipe segment and type of equipment, if applicable.
8. Type of cutting head.
9. Method of monitoring and controlling line and grade.
10. Detection of surface movement.
11. Bentonite drilling mud for information only:
  - a. Products information, material specifications, and handling procedures.
  - b. Material safety data sheet and special precautions required.
  - c. Method of mixing and application.
12. Size of pilot hole and final hole.

**EQUIPMENT:** Contractor will submit specifications on directional boring equipment to be used to ensure that the equipment will be adequate to complete the project. Spares inventory shall be included.

**MATERIAL:** Specifications on material to be used shall be submitted to Engineer. Material shall include the pipe, fittings and any other item which is to be an installed component of the project.

**PERSONNEL:** Documentation of training and relevant experience of personnel shall be submitted.

#### **5.0.2.4 EQUIPMENT REQUIREMENTS**

The directional boring equipment shall consist of a directional boring rig of sufficient capacity to perform the bore and pullback the pipe, a boring fluid mixing and delivery system of sufficient capacity to successfully complete the crossing, a guidance system to accurately guide boring operations and trained and competent personnel to operate the system. All equipment shall be in good, safe operating condition with sufficient supplies, materials and spare parts on hand to maintain the system in good working order for the duration of this project.

The directional boring machine shall consist of a hydraulically powered system to rotate, push and pull hollow drill pipe into the ground at a variable angle while delivering a pressurized fluid mixture to a guidable drill (bore) head. The machine shall be anchored to the ground to withstand the pulling, pushing and rotating pressure required to complete the project. The hydraulic power system shall be self-contained with sufficient pressure and volume to power boring operations. Hydraulic system shall be free of leaks. Rig shall have a system to monitor and record maximum pull-back pressure during pull-back operations. The rig shall be grounded during boring and pull-back operations. Sufficient spares shall be kept on hand for any break-downs which can be reasonably anticipated.

The bore head shall be steer able by changing it's rotation and shall provide the necessary cutting surfaces and boring fluid jets for conditions encountered. If required, mud motors shall be of adequate power to turn the required boring tool.

Drill pipe shall be API steel drill pipe, in a class and diameter sufficient for the torque and longitudinal loads and fluid capacities required for the work. Only drill pipe

inspected under API's Recommended Practice Specification API RP 7G within 30 days prior to start and certified as double white band or better shall be used.

The Guidance System shall be of a proven type and shall be setup and operated by personnel trained and experienced with this system. A conventional electromagnetic sound walkover system is not acceptable. Magnetic Guidance System (MGS) probe or proven gyroscopic probe and interface shall be used to provide a continuous and accurate determination of the location of the drill head during the drilling operation. The guidance shall be capable of tracking at the maximum depth required and in any soil condition, including hard rock. It shall enable the driller to guide the drill head by providing immediate information to the tool face, azimuth (horizontal direction), and inclination (vertical direction). The guidance system shall be sufficiently accurate to complete the project per the plans and specifications at the vertical depth and horizontal alignment of the borehole at sensing position of depths up to those encountered for the project.

The Guidance System shall be of a proven type equal to Paratrack and shall be setup and operated by personnel trained and experienced with this system. The Operator shall be aware of any geo-magnetic anomalies and shall consider such influences in the operation of the guidance system if using a magnetic system. The Guidance System shall be chosen by the Contractor to complete the project within the allowed tolerances.

The position of the drill string shall be monitored by the Contractor with the downhole survey instruments. Contractor shall compute the position in the X, Y and Z axis relative to ground surface from downhole survey data a minimum of once per length of each drilling pipe (approximately 31 foot interval). Deviations from the acceptable tolerances described in the Specifications shall be documented and immediately brought to the attention of the Engineer for discussion and/or approval. The profile and alignment defined on the construction drawings for the bores define the bore requirements. The Contractor shall maintain and provide to the Engineer, upon request, the data generated by the downhole survey tools in a form suitable for independent calculation of the hole profile. Between the entry or exit point, the Contractor shall provide and use a separate steering system employing a ground survey grid system wherever possible. The Contractor shall be solely responsible for controlling the position of the pipe and for keeping the pipe in acceptable locations.

A self-contained, closed, boring fluid mixing system shall be of sufficient size to mix and deliver boring fluid composed of bentonite clay potable water and appropriate additives. Mixing system shall be able to molecularly shear individual bentonite particles from the dry powder to avoid clumping and ensure thorough mixing. Mixing system shall continually agitate the boring fluid during boring.

Drilling fluid shall be composed of clean water and an appropriate additive. Water shall be from a clean source with a pH of 8.5 - 10. Water of a lower pH or with excessive calcium shall be treated by the Contractor as required with the appropriate amount of sodium carbonate or equal. The water and additives shall be mixed thoroughly and be absent of any clumps or clods. No hazardous additives may be used. Boring fluid shall be maintained at a viscosity sufficient to suspend cuttings and maintain the integrity of bore wall.

The mud pumping system shall have a sufficient capacity and be capable of delivering the boring fluid at a constant pressure required by the operation. The delivery system shall have filters in-line to prevent solids from being pumped into the drill pipe. Connections between the pump and drill pipe shall be relatively leak-free. Used boring fluid and boring fluid spilled during boring operations shall be contained and properly disposed of. A berm, minimum of 12" high, shall be maintained around boring equipment, boring fluid

mixing system, entry and exit pits and boring fluid recycling system (if used) to prevent spills into the surrounding environment. Pumps and or vacuum truck(s) of sufficient size shall be in place to convey excess boring fluid from containment areas to storage facilities.

Pipe rollers, if required, shall be of sufficient size to fully support the weight of the pipe while being hydro-tested and during pull-back operations. Sufficient number of rollers shall be used to prevent excess sagging of pipe. Hydraulic or pneumatic pipe rammers or pullers may only be used if necessary and with the authorization of the Owner.

#### **5.0.2.5 MATERIALS**

Pipe shall be HDPE as specified within these documents. HDPE joints shall be jointed by butt fusion techniques. Mechanical couplings are not permitted for joining of directional drilled pipe section.

Drilling fluid shall be Bentonite drilling mud compatible with the environment. Waste oil or environmentally non-compatible polymers cannot be part of composition.

Detection wire shall be installed with pipe and shall be TW, THW, THWN, or HMWPE insulated copper, 10 gage or thicker wire.

#### **5.0.2.6 PROCEDURES**

All pipe shall be cut, fabricated, and installed in strict conformance with the pipe manufacturer's recommendations. Joining, laying, and pulling of pipe shall be accomplished by personnel experienced in working with pipes used.

Pipes shall be stored on level ground, preferably turf or sand, free of sharp objects which could damage the pipe. Stacking of the polyethylene pipe shall be limited to a height that will not cause excessive deformation of the bottom layers of pipes under anticipated temperature condition. Where necessary due to ground conditions, the pipe shall be stored on wooden sleepers, spaced suitably and of such widths as not to allow deformation of the pipe at the point of contact with the sleeper or between supports.

The handling of the joined pipeline shall be in such a manner that the pipe is not damaged by dragging it over sharp and cutting objects. Ropes, fabric, or rubber-protected slings and straps shall be used when handling pipes. Chains, cables, or hooks inserted into the pipe ends shall not be used. Two slings spread apart shall be used for lifting each length of pipe. Pipe or fittings shall not be dropped onto rocky or unprepared ground. Slings for handling the pipeline shall not be positioned at butt-fused joints. Sections of the pipes with cuts and gouges exceeding 10 percent of the pipe wall thickness or kinked sections shall be removed and the ends rejoined.

The open ends of all sections of joined and/or installed pipe (not in service) shall be plugged at night to prevent animals or foreign material from entering the pipe line or pipe section. Waterproof nightcaps of approved design may be used but they shall also be so constructed that they will prevent the entrance of any type of natural precipitation into the pipe and will be fastened to the pipe in such a manner that the wind cannot blow them loose. The practice of stuffing cloth or paper in the open ends of the pipe will be considered unacceptable.

Where possible, the pipe shall be raised and supported at a suitable distance back from the open end such that the open end will be below the level of the pipe at the point of support.



### 5.0.2.7 PRELIMINARY OPERATIONS

The Engineer must be notified 48 hours in advance of starting work. The Directional Bore shall not begin until the Engineer is present at the job site. The Engineer approval for beginning the installation shall in no way relieve the Contractor of the ultimate responsibility for the satisfactory completion of the work as authorized under the Contract.

Prior to any alterations to work-site, contractor shall photograph and video tape entire work area, including entry and exit points. One copy of which shall be given to Engineer and one copy to remain with Contractor for a period of one year following the completion of the project. If Contractor is using a magnetic guidance system, drill path will be surveyed for any surface geo-magnetic variations or anomalies.

Contractor shall place silt fence between all boring operations and any drainage, wetland, waterway or other area designated for such protection by contract documents, state, federal and local regulations. Additional environmental protection necessary to contain any hydraulic or boring fluid spills shall be put in place, including berms, liners, turbidity curtains and other measures. Contractor shall adhere to all applicable environmental regulations. Fuel or oil may not be stored in bulk containers within 200' of any water - body or wetland.

Contractor shall notify all companies with underground utilities in the work area to obtain utility locates. Once the utilities have been located Contractor shall physically identify the exact location of the utilities by vacuum or hand excavation, when possible, in order to determine the actual location and path of any underground utilities which might be within 20 feet of the bore path. Contractor shall not commence boring operations until the location of **all** underground utilities including but not limited to individual services within the work area have been verified by the Contractor.

The Contractor shall determine drilling length and equipment pull strength for type of soil or rock or combination encountered and provide method to control line and grade. This includes a procedure to provide and maintain instrumentation that accurately locates the drill hole. Electronic monitoring of the horizontal and vertical drilling head location shall have an accuracy range within 1" of actual position of the pipeline. Record position readings at a maximum of 10 foot intervals.

Horizontal directional drilling shall consist of the drilling of a small diameter pilot hole from one end of the alignment to the other, followed by enlarging the hole diameter for the pipeline insertion. The exact method and techniques for completing the directionally drilled installation will be determine by the Contractor, subject to the requirements of these Specifications and the Plans.

The proposed plan installation locations as shown in the plans are based on alignments to accommodate acquired easements, to avoid obstructions based on assumptions and currently available information, and to properly maintain operation and flow requirements. The Contractor shall adjust alignments during construction to avoid utilities or other obstruction identified during contractions. Alignment adjustments shall be approved by the Engineer. Alignment adjustments required shall be determined by the Contractor based on his equipment, successful installation, field conditions, etc.

A smoothly drilled pilot hole shall follow the design centerline of the pipe alignment described on the construction drawings as adjusted by the Contractor to avoid existing utilities (including services). The pilot hole shall be drilled with an angle of entry so that curvature of pilot hole does not exceed allowable bending radius of the pipe. Follow pipeline alignment on Drawings within tolerances specified herein. Before adjustments, notify

Engineer for approval. Notify Engineer when forward motion of operation is stopped by an obstruction. Carefully drill through obstruction if it is not man made and maintain line and grade. Contractor decisions concerning withdrawals, abandonments, and restarts are at no additional cost to the Owner. Contractor shall exercise caution including but not limited to, locating utilities, drilling downholes (test pits) to observe drill stems or reamer assembly to clear other existing utilities, and drill location procedures.

In the event that a boring fluid fracture, inadvertent returns or returns loss occurs during pilot hole boring operations, Contractor shall cease boring, wait at least 30 minutes, inject a quantity of boring fluid with a viscosity exceeding 120 seconds as measured by a Marsh funnel and then wait another 30 minutes. If mud fracture or returns loss continues, Contractor will cease operations and notify Engineer. The Contractor shall present options on proceeding. Engineer and Contractor will discuss additional options and work will then proceed accordingly. Boring fluid fracture or other problems shall be the responsibility of the Contractor and will not relieve him of satisfactorily completing the job.

The Contractor shall be solely responsible for the means and methods of performing the work in a satisfactory manner in compliance with Contract requirements. The Engineer or Owner's review of Contractor plans, proposals, or submittals, etc., shall not in any way relieve the Contractor of his responsibilities. This applies to all aspects of the project.

#### **5.0.2.8 PIPE INSTALLATION**

For gravity sanitary sewer installations, sags in the pipeline shall not exist. If the pilot bore or final bore and pipe installation fails to conform to the tolerances specified, the Engineer may require a new pilot boring or completed bore to be made.

Reaming operations shall be conducted to enlarge the pilot. The number and size of such reaming operations shall be conducted at the discretion of the Contractor. Hold reaming diameter to 1.25 to 1.5 times the outside diameter of pipe being installed.

The Contractor shall prepare and submit a plan to the Engineer for approval for insertion of the pipe into the opened bore hole. This plan shall include pullback procedure, ballasting, use of rollers, side booms and side rollers, coating protection, internal cleaning, internal gauging, hydrostatic tests, dewatering, and purging. The required piping shall be assembled in a manner that does not obstruct adjacent roadways or public activities. The Contractor shall erect temporary fencing around the entry and exit pipe staging areas.

When installing the pipe, the Contractor shall provide a swivel to reaming assembly and pull section of pipe to minimize torsional stress on pull station. Protect pull section as it proceeds during pull back so that it moves freely and is not damaged. If required in plans, pull detection wire along with pipe. Extend wire into locator station at each end of pipe. When connecting to adjacent pulled or non-pulled section of pipe, allow pull section of pipe to extend past termination point. Make tie-ins the next day after pullback of pipe.

Test pit and pipe installation to verify horizontal and vertical alignment as shown on the drawings. Engineer may require additional test pit for each test pit that reveals pipeline installation is not in compliance with the Contract Documents and at no additional cost to the Owner. Contractor shall replace portions of the pipeline not in compliance with the Contract Documents at Engineer's requirements and at no additional cost to the Owner.

The maximum allowable pull exerted on the pipelines shall be measured continuously and limited to the maximum allowed by the pipe manufacturer so that the pipe or joints are not over stressed. The Contractor shall at all times handle the pipe in a manner that

does not over stress the pipe. Vertical and horizontal curves shall be limited so that wall stresses do not exceed 50% of yield stress for flexural bending of the pipe. If the pipe is buckled or otherwise damaged, the damaged section shall be removed and replaced by the Contractor at his expense. The Contractor shall take appropriate steps during pullback to ensure that the pipe will be installed without damage.

The lead end of the pipe shall be closed during the pullback operation.

When water is encountered during operations, Contractor shall provide and maintain a dewatering system of sufficient capacity to remove water. Excavation shall remain free of water until backfill operation is in progress. Perform dewatering in such a manner that removal of soils particles are held to a minimum. Dewater into a sediment trap if necessary. The Contractor shall maintain close observation to detect settlement or displacement of surface and adjacent facilities. Contractor shall notify Engineer immediately if settlement or displacement is detected and act to maintain safe conditions and prevent damage. The Contractor shall be fully responsible for any and all settlement.

### **5.0.2.9 DRILLING FLUIDS**

The Contractor shall maintain drilling fluid in bore hole to increase stability of the surrounding soil and reduce drag on pulled pipe. All disposal of drilling fluid and other spoils at location shall follow laws, ordinances, rules, and regulation of local jurisdiction. The Contractor shall fully comply with all State and Federal requirements. Disposal and transportation excess of fluids and other spoils to the disposal site shall be at no additional cost to the Owner. The Contractor shall minimize drilling fluid at locations other than entry and exit points and immediately clean up any drilling fluids that inadvertently surface. Clean water will be used for drilling. The Contractor may utilize water from the Owner's potable water system for drilling operations. The water shall be metered for accountability and may only be taken at approved locations. The Contractor is solely responsible for determining if water obtained from the potable water system is suitable for drilling purposes and for making any adjustment necessary for drilling, e.g. pit, etc. If the Owner's water supply is not suitable, the Contractor shall provide a suitable water supply at no additional cost to the Owner.

During the drilling, reaming, or pullback operations, the Contractor shall make adequate provisions for handling the drilling fluids, or cuttings at the entry and exit pits. These fluids must not be discharged into the waterway. When the Contractor's provisions for storage of the fluids or cuttings on site are approached, these materials shall be hauled away to a suitable legal disposal site. The Contractor shall be solely responsible for locating the site and for fully complying with all regulations. The Contractor shall conduct his directional drilling operation in such a manner that drilling fluids are not forced through the subbottom into the waterway. Promptly after completion of the associated directional drilling work, the entry and exit pit locations shall be restored to original conditions. The Contractor shall comply with all permit provisions.

Pits constructed at the entry or exit point area shall be so constructed to completely contain the drill fluid and prevent its escape to the waterway. The Contractor shall utilize drilling tools and procedures which will minimize the discharge of any drill fluids. The Contractor shall maintain a closed loop drilling fluid system. The Contractor shall minimize drilling fluid disposal quantities by utilizing a drilling fluid cleaning system which allows the returned fluids to be reused.

During the entire operation, waste and leftover drilling fluids from the pits and cuttings shall be dewatered and disposed of in full accordance with all permits and regulatory agencies' requirements. Remaining water shall be cleaned by Contractor to meet permit requirements. The Owner will not accept any drilling fluid or drilling fluid residuals, water remaining from dewatering, or products, etc., into its sewer system or Wastewater Treatment Plant. It shall be the responsibility solely of the Contractor to find an acceptable disposal method in full compliance with all regulations, etc.

#### **5.0.2.10 TESTING AND CLEANING**

After the pipe is in place, cleaning pigs shall be used to remove residual water and debris. After the cleaning operation, the Contractor shall provide and run a sizing pig to check for anomalies in the form of buckles, dents, excessive out-of-roundness, and any other deformations. The sizing pig run shall be considered acceptable if the survey results indicate that there are no sharp anomalies (e.g. dens, buckles, gouges, and internal obstructions) greater than 2 percent of the nominal pipe diameter, or excessive ovality greater than 5 percent of the nominal pipe diameter. For gauging purposes, dent locations are those defined above which occur within a span of five feet or less. Pipe ovality shall be measured as the percent difference between the maximum and minimum pipe diameters. For gauging purposes, ovality locations are those defined above which exceed a span of five feet.

The pipe shall be tested after joining into continuous lengths prior to installation and again after installation. Pressure shall be monitored with certified instruments during the test. Erosion prevention procedures will be used during removal and discharge of the water. Testing shall be performed in accordance with these Specifications. All costs associated with testing shall be included in the established contract unit bid prices.

For sanitary sewer, a closed circuit camera will video the pipe to check for structural problems, sags, out of roundness, dents, buckles, etc. A tape will be provided to the Owner. Sags will be checked after water is run through pipeline. Sags will not be accepted. Any ponding water in pipe for gravity sewer will not be accepted.

#### **5.0.2.11 ENVIRONMENTAL PROVISIONS**

The Horizontal Directional Drilling operation is to be operated in a manner to eliminate the discharge of all water, drilling mud, and cuttings, etc., to the adjacent creek or land areas involved during the construction process. The Contractor shall provide equipment and procedures to maximize the recirculation or reuse of drilling mud to minimize waste. All excavated pits used in the drilling operation shall be lined by Contractor with heavy duty plastic sheeting with sealed joints to prevent the migration of drilling fluids and/or ground water.

The Contractor shall visit the site and must be aware of all structures and site limitations at the directional drill crossing and provide the Engineer with a drilling plan outlining procedures to prevent drilling fluid from adversely affecting the surrounding area.

The general work areas on the entry and exit sides of the crossing shall be enclosed by a berm to contain unplanned spills or discharge.

Waste cuttings and drilling mud shall be processed through a solids control plant comprised as a minimum of sumps, pumps, tanks, desalter/desander, centrifuges, material handlers, and haulers all in a quantity sufficient to perform the cleaning/separating operation

without interference with the drilling program. The cuttings and excess drilling fluids shall be dewatered and dried by the Contractor to the extent necessary for disposal in offsite landfills at the Contractor's expense. Water from the dewatering process shall be treated by the Contractor to meet permit requirements and disposed of in accordance with arrangements made by the Contractor who shall be fully responsible for disposal. The cuttings and water for disposal are subject to being sampled and tested. The construction site and adjacent areas will be checked frequently for signs of unplanned leaks or seeps.

Equipment (graders, shovels, etc.) and materials (such as groundsheets, hay bales, booms, and absorbent pads) for cleanup and contingencies shall be provided in sufficient quantities by the Contractor and maintained at all sites for use in the event of inadvertent leaks, seeps or spills.

Waste drilling mud and cuttings shall be dewatered and dried such that it can be loaded by a front end loader, transferred to a truck and hauled offsite to a suitable disposal site. The maximum allowed water content of these solids is 50% of weight.

Due to a limited storage space at the worksites, dewatering and disposal work shall be concurrent with drilling operations. Treatment of water shall satisfy regulatory agencies before it is discharged.

#### **5.0.2.12 EXISTING UTILITIES AND CONTROL OF THE WORK**

The location of utilities shown on the plans is approximate and general in nature. The location of sanitary sewer services is completely arbitrary and totally assumed. These sewer services are shown only to remind the Contractor that there is a sewer service somewhere for that lot. It shall be the responsibility solely of the Contractor to locate all utilities of all types including all services to houses, residences, and businesses, etc.

It is important to note that gas services, underground electrical services, underground telephone services, and underground cable services also exist but are not shown in the plans. All services of all types shall be located by the Contractor prior to beginning construction. Such location shall include determining the depth (by the Contractor) of all services. The Contractor shall be solely responsible for selecting the methods of determining and verifying utility and service location and depth. The Contractor shall use the depths he determines to plan his work and control the depth of the proposed waterline to avoid all the utilities and their associated services to the houses, etc. Determining the location of all utilities (including services) shall be the responsibility solely of the Contractor. Neither the Owner nor the Engineer shall be responsible for such location or planning of the work. The Contractor alone shall be responsible for avoiding all existing utilities and all existing services. There shall be no extra payment for measures necessary to avoid utilities or services, etc. The Contractor shall be responsible for all damages due to his work. The Contractor shall be responsible for arranging for and paying for prompt repair at his expense of any utilities and services that may be damaged due to this project. The Contractor shall include in his bid all costs associated with locating, adjusting, and repairing all utilities and all services, and repairing all damages to the satisfaction of the Owner.

The depth of rock is unknown along the route of the proposed waterline. It shall be the responsibility solely of the Contractor to determine the depth of rock where it may affect his work and to plan and perform his work accordingly. Some of the work may be in rock and some may be a mixed face of rock and soil. There shall be no extra payment where rock, or a mixed face of soil and rock, or other conditions, are encountered. The Contractor

shall maintain the required location and depth of the proposed waterline regardless of whether or not rock or other conditions are encountered. The Contractor shall be solely responsible for selecting the means for controlling the installation of the water line.

The Contractor shall plan and always perform all work in a manner that is safe to his crews, to the residents and visitors of the neighborhood, and to the public. Always perform all work and keep the entire project (including but by no means limited to contractor or construction equipment and all appurtenances, etc.) in a manner that is safe during both working and non-working hours. Special attention and care shall be used in the vicinity of, or possible presence of, electrical and gas lines and facilities. Safety is the responsibility solely of the Contractor. Neither the Owner nor the Engineer is responsible for safety or for reviewing the safety practices of the Contractor.

## **6.0 BRACING OF PIPE AND FITTINGS**

All pressure piping with joints that cannot transmit maximum longitudinal thrust shall be braced against internal thrust by means of poured-in-place concrete bracing where changes in direction occur or where branches from the line are located. Thrust restraint will be with concrete bracing against undisturbed soil on all bends, fire hydrants, terminal ends, etc. On heat fusion joints, thrust restraints are not required unless directed otherwise or if joints cannot hold rated pressure.

Braced underground pressure piping shall be securely braced against movement with concrete thrust blocks and bearing against solid, undisturbed ground. Where solid or undisturbed ground cannot be obtained for bracing or where indicated on the Drawings, restrained joint fittings shall be required. Fittings shall be wrapped in plastic with no concrete being placed directly on accessories. All concrete used in underground bracing shall be Class "B" concrete in accordance with the requirements of these Specifications unless shown otherwise.

Special bracing for particular locations identified on the Drawings and/or described herein shall be in accordance with details shown on the Drawings for the particular special brace and shall be complete with reinforcing steel and miscellaneous metal work, if required.

## **7.0 GUARANTEE OF PIPE INSTALLATION AND REPAIRS**

All work and materials shall be guaranteed for a period of one (1) year after final acceptance. The Contractor shall pay for cost incurred by the Owner for repairs within and during the guarantee period.

## **8.0 TESTING**

Hydrostatic leak testing shall be conducted on water and sewer mains and pneumatic pressure testing is prohibited. Before applying pressure, all piping and all components in the test section must be restrained. This means that if piping or parts move or separate during the test, it will not result in damage or injury. Never conduct leak tests on unrestrained piping. Heat fusion joints must be properly cooled before testing. Mechanical connections must be completely installed and tightened per manufacturer's instructions. If backfill provides restraint, it must be properly placed and compacted. Joints and connections

may be exposed for inspection. End closures must be suitable for pressure service and pressure-rated for the test pressure. Ensure that all connections to test equipment are secure. Disconnect or isolate all low pressure filling lines and all other parts that are not to be subjected to test pressure. Restrain, isolate, or remove expansion joints before leak testing.

The Contractor shall furnish approved equipment. Testing shall be done in the presence of the Engineer. For water main or sewer force mains, testing will be 1-1/2 times the normal operating pressure at the lowest point of the test section but not less than 150 pounds per square inch. Gravity sewer mains will be tested at 100 psi. The Engineer shall determine the test pressure and test sections which shall be limited to a maximum of one mile. Tests with joints uncovered shall be maintained for a period to inspect the section, but in no case for less than two hours. Tests shall be made with a pressure recording gauge as provided by the Owner. The Contractor shall provide all piping for installing the gauge.

The test pressure is measured at the lowest elevation in the test section. The test pressure is 150% of the system design operating pressure provided that all components in the test section are rated for the test pressure but not less than 200 psi. For leak testing purposes, the maximum allowable test pressure in polyethylene pipe is 150% of the pipe's pressure rating for the application and the application service temperature. When testing at pressures above system design pressure up to 150% of the system design pressure, the maximum test duration is eight (8) hours including time to pressurize, time for initial expansion, time at test pressure, and time to depressurize the test section. If the test is not completed due to leakage, equipment failure, or for any other reason, depressurize the test section completely, and allow it to relax for at least eight (8) hours before pressurizing the test section again. Testing at excessive pressure or for excessive time may damage the piping system.

Fill the restrained test section completely with test liquid. Ensure that there is no air trapped in the test section. Use equipment vents or install temporary air releases at high points to remove air. Gradually pressurize the test section to test pressure and maintain test pressure for three (3) hours. During the initial expansion phase, polyethylene pipe will expand slightly. Additional test liquid will be required to maintain pressure. It is not necessary to monitor the amount of water added during the initial expansion phase. When the test pressure is equal or below the pipe pressure rating, use the following test procedure. Immediately following the initial expansion phase, reduce test pressure by 10 psi, and stop adding test liquid then if test pressure remains steady (within 5% of the target value) for one (1) hour, no leakage is indicated.

When the test pressure is greater than the pipe pressure rating, the following procedure is utilized. Immediately following the initial expansion phase, monitor the amount of make-up water required to maintain test pressure for three (3) hours. If the amount of make-up water needed to maintain test pressure does not exceed the amount in Table 2 for a 3-hour test, no leakage is indicated.

<i>Make-Up Water Allowance for Test Phase (U.S. Gal./100 ft. of pipe)</i>			
<i>Nominal Pipe size (in.)</i>	<i>1-Hour Test</i>	<i>2-Hour Test</i>	<i>3-Hour Test</i>
1-1/4	0.06	0.10	0.16
1-1/2	0.07	0.10	0.17
2	0.07	0.11	0.19
3	.10	0.15	0.25
4	0.13	0.25	0.40
5-3/8	0.19	0.38	0.58
5	0.21	0.41	0.62
6	0.3	0.6	0.9
7-1/8	0.4	0.7	1.0
8	0.5	1.0	1.5
10	0.8	1.3	2.1
12	1.1	2.3	3.4
13-3/8	1.2	2.5	3.7
14	1.4	2.8	4.2
16	1.7	3.3	5.0
18	2.0	4.3	6.5
20	2.8	5.5	8.0
22	3.5	7.0	10.5
24	4.5	8.9	13.3
26	5.0	10.0	15.0
28	5.5	11.1	16.8
30	6.3	12.7	19.2
32	7.0	14.3	21.5
34	8.0	16.2	24.3
36	9.0	18.0	27.0
42	12.0	23.1	35.3
48	15.0	27.0	43.0
54	22.0	31.4	51.7

At the conclusion of the test, carefully depressurize the test section by the controlled release of test liquid.

## **9.0 TESTING OF SEWER MAINS**

Testing of sewer mains will be conducted by hydrostatic pressure and per Section 8 herein.



## 10.0

### DISINFECTION OF POTABLE WATER PIPING SYSTEM

All potable water mains, pipe fittings, valves, hydrants, etc., installed or affected by the project through which water passes must be properly flushed and sterilized as required by ADEM, the State Board of Health, or any other governing state/local health or environmental agency. In general, procedures for flushing and disinfecting shall be in accordance with AWWA C651, latest revision. The applicable procedures for short term disinfection of new and repaired potable water mains included in ANSI/AWWA C651, Disinfecting Water Mains, shall be followed. ANSI/AWWA C651 uses liquid chlorine, sodium hypochlorite, or calcium hypochlorite to chemically disinfect the main. Disinfecting solutions containing chlorine should not exceed 12% active chlorine, because greater concentration can chemically attack and degrade polyethylene. Operational disinfection practices should limit available chlorine levels to  $\leq 5$ ppm for temperatures up to 75°F. At temperatures between 75°F and 90°F, the active chlorine levels should be reduced further, and the pipe manufacturer should be consulted. The final disinfection procedure to be used shall be per the pipe manufacturer's specific recommendations while still providing proper disinfection. Dry chlorine shall not be placed directly into the pipe unless specifically allowed by the pipe manufacturer and the manufacturer's procedures are strictly followed.

Flushing velocities shall be at least 2.5 fps. For large diameter pipe, where it is impractical or impossible to flush the pipe at specified velocity, the Contractor shall clean the pipeline in place from the inside by brushing and sweeping, then flush the line. If required, the Contractor shall flush the pipe through flushing branches and remove branches after flushing is complete. Service connections and hydrants shall be flushed following pipeline flushing. Contractor shall provide temporary connections as required and operate all valves at least twice during flushing to ensure the complete piping system (including short runs and dead end runs) installed or affected during construction has been thoroughly flushed. Contractor shall provide hoses, temporary pipes, ditches, and other conduits as needed to dispose of flushing water without damage to adjacent properties.

Chlorine solution shall be used for disinfection. Dry chlorine shall not be placed directly into the pipe unless specifically allowed by the pipe manufacturer and the manufacturer's procedures are strictly followed. The Contractor shall furnish all chlorine, chemical feed pumps, generator sets, temporary valves and connections, materials, labor, and equipment required for proper disinfection of the piping system. The Contractor shall operate valves, hydrants, and appurtenances during disinfection to ensure that disinfecting solution is dispersed into all parts of pipeline, including dead-ends and areas that otherwise may not be treated. In no case shall the Contractor allow disinfecting solution to enter piping systems which are in service.

Samples will be taken to the State Health Department for analysis. If the samples do not meet the standards of the Health Department, the disinfection process shall be repeated until satisfactory test results are obtained. Approval of samples shall be secured before placing piping system in service. After disinfection, the Contractor shall flush water from pipeline and hydrants until water through the entire piping system is equal chemically and bacteriologically to the water supply. Contractor shall properly dispose of all disinfecting solution and flushing water in accordance with all applicable requirements and regulations. Contractor shall not allow flow into a waterway without adequate dilution or other satisfactory methods to prevent damage to adjacent properties and environment.

## **11.0 WATER SERVICE CONNECTIONS**

Service connections shall be 3/4" unless specifically indicated otherwise and shall consist of a mainline tap, using a hinged saddle (designed for IPS or DIPS HDPE pipe as applicable), installing a corporation stop, 3/4" copper pipe and terminating with a curb stop and a swing check valve at the meter box. Service pipe shall be laid with a minimum of 24" of cover with fittings to be equal to the Mueller Company. Service pipe depth under paving will be in accordance with existing local or State Highway Owner regulations.

**STANDARD SPECIFICATION  
FOR  
BORING AND JACKING**

**SECTION 2-3**

**1.0 GENERAL**

This Item shall consist of the crossing of state, federal, and county highways or under railroads with pipe. Crossings shall be made by boring and installing pipe in welded steel casing. The casing pipe shall be jacked in place during boring. "Jetting" or "Mud Boring" will not be permitted. The Owner will secure the permit to make the crossing and furnish the required bond. Crossing of streets and roads not listed to be bored in the Bid Items shall be included in the Contract Unit Price Bid for pipe. The installation of pipeline casings under the railroad or highway as shown on the Drawings shall be in accordance with all the requirements of the railway company or the Highway Department including, but by no means limited to, bonds, cash deposits, insurance, and safety requirements, etc. The Contractor shall furnish all labor, equipment and materials required to protect the public. The Contractor shall be solely responsible for satisfying all requirements and costs of highway, railroad, or utility crossing permits or agreements regardless of whether such requirements are imposed on the Owner or are imposed directly on the Contractor. This shall include, but by no means be limited to, such requirements as bonds, insurance, indemnification, and flagmen, etc.

**2.0 OPEN CUTS**

Where open cutting is required, the backfill will be made with concrete or crushed stone, wet and tamped to acceptable density. The cost shall be included in the Contract Unit Price for the crossing.

**3.0 RELEASE**

The Contractor shall secure a release from the agency controlling the crossing before acceptance.

**4.0 CASING FOR CROSSINGS**

All casing used for crossing shall be steel, continuous circumferential welded joint, at construction site, and large enough to permit the installation and/or removal of the carrier pipe. No used or mid-weld casing from factory or supplier will be allowable. Casing shall meet A139B and ASTM 252 Grade 2 with the exception of thickness which must meet or exceed the thickness shown herein or the plans whichever is greatest. No thickness tolerance or allowance less than what is specified or shown in the plans will be accepted. Whichever specification noted above is more restrictive, that specification shall apply. The minimum diameter for casing shall be as follows:

<u>PIPE SIZE</u>	<u>O.D. BELL RESTRAINED JOINT</u>	<u>MINIMUM CASING O.D.*</u>	<u>THICKNESS</u>
3"	6.08"	10.50"	.25"
4"	7.88"	12.50"	.25"
6"	9.75"	14"	.25"
8"	11.88"	16"	.25"
10"	14.13"	18"	.25"
12"	16.63"	20"	.375"
14"	19.02"	24"	.375"
16"	21.14"	26"	.375"
18"	23.36"	28"	.375"
20"	25.48"	30"	.375"
24"	30.35"	36"	.500"
30"	36.69"	42"	.500"
36"	43.19"	49.25"	.625"
42"	48.64"	55.25"	.625"

\* Where the drawings or crossing permit call for a larger casing or thicker wall, it shall be provided. All casing's inside diameter will be approximately 4" larger than the outside diameter of the pipe bell used with a 1/2" tolerance allowed (See Chart above). If one pipe manufacturer's bell does not allow this clearance, then an approved substitute pipe manufacturer with an appropriate outside diameter bell will be used. If the minimum size casing as shown on the drawings provides additional space based on the "Bell O.D of Restrained Joint" greater than that shown in the table above, the calculated clearance of the specified casing and bell outside diameter in the table will be maintained.

## **5.0 SUBSURFACE EXPLORATION**

The Contractor will be required to make exploration holes to determine elevation of rock. The cost shall be included in the Bid Price.

## **6.0 CASING INSTALLATION**

If required in the Plans, a two-inch auger pilot hole shall first be attempted to determine if rock will prevent the installation of the casing. If the pilot hole is successfully made, the casing shall be installed and the leading section of conduit shall be equipped with a jacking head securely anchored to prevent any wobble or variation in alignment during the jacking operation. After jacking is completed, the Contractor shall drill holes in the casing at the locations of ground loss and elsewhere where voids are suspected and shall force grout in to fill voids to refusal at pressures determined by the Engineer but not to exceed 50 psi.

Should appreciable loss of ground occur during the jacking operation, the voids shall be backpacked promptly to the extent practicable with soil cement consisting of a slightly moistened mixture of 1 part cement to 5 parts granular material. Where the soil is not suitable for this purpose, the Contractor shall import suitable material at his expense. The soil cement shall be thoroughly mixed and rammed into place as soon as possible after the loss of ground.

Extreme care shall be exercised by the Contractor to maintain line and grade during jacking operations and the Contractor may be required to modify the manner in which he is conducting his jacking operation to correct any deviation when deemed necessary by the Engineer. The Contractor shall be fully responsible for the structural sufficiency of the casing and the placement thereof. The details shown on the Plans are to be considered minimum only.

## **7.0 PIPE INSTALLATION**

Unless noted otherwise, restrained joint ductile iron pipe shall be installed in the casing with casing spaces and end caps.

If the alignment of the casing is such that the pipe grade cannot be met, the grade of the casing shall be adjusted. If realignment is not deemed feasible by the Engineer, another casing meeting the required grade shall be installed. The abandoned casing shall be filled with sand and the ends plugged. Realignment or replacement work shall in no way result in extra cost to the Owner.

All pipe installed in a casing shall be braced or filled to prevent shifting or flotation during backfilling operations. The space between the casing pipe and the force main or sewer pipe shall be filled with sand with concrete collars at each end of the casing pipe if flotation could occur. If restrained joint pipe is used for bend or other deflection for soil frictional bracing inside a casing, the casing will be filled with sand.

Casing spacers shall be all stainless steel equal to Cascade Waterworks Manufacturing Company or approved equal. Spacers shall provide restraint from moving whether pipe is centered in casing or at bottom of casing.

**STANDARD SPECIFICATION  
FOR  
INSTALLATION OF PRESSURE PIPE**

**SECTION 2-4**

**1.0 GENERAL**

All fittings required for horizontal and vertical bends and deflections are not necessarily shown or called out on the drawings. Plan and coordinate pipe installation such that all required fittings and appurtenances will be available when required. When working near existing utilities and facilities, etc., carefully spot dig for potential conflicts in a timely manner to allow adjustments to be planned and to avoid any delay.

The Contractor shall furnish and install all pipe, fittings, valves, operators, extensions, couplings, valve boxes, gaskets, bolts, nuts, supports, hangers, bracing, appurtenances, and accessories as specified or as required; and shall place the entire piping installation in proper operating condition in every respect. The Contractor shall carefully examine all pipe and piping materials before placing them in the work. If any such pipe or materials should be found to be defective, the Contractor shall promptly notify the Engineer and discard such pipe and materials. Piping materials shall be of the types, classes, and sizes shown on the Plans or, if not indicated on the Plans, as specified herein.

The interior of all pipe, fittings, valves, and accessories shall be kept free from dirt and foreign material. Suitable bulkheads shall be used to block or plug ends of piping at the close of each work day and when work on a particular section of piping is temporarily discontinued. Should dirt, mud, concrete, laitance, paint, or other foreign materials enter the piping or any section of piping, such piping or section of piping shall immediately be cleaned. Each length or section of pipe shall be cleaned immediately before being placed in the trench and joined. Cleaning shall be accomplished by use of a tight swab or other suitable cleaning device. If necessary, a brush pig shall be run through the section of pipe prior to final swabbing. Pipe ends shall be wiped clean before the pipe is joined.

**2.0 HANDLING AND STORING PIPE AND ACCESSORIES**

The Contractor shall provide the proper equipment, tools, and facilities necessary for the efficient prosecution of the work. Materials damaged in unloading, handling, or installation shall be promptly discarded and removed from the area of the work. No pipe shall be unloaded or moved by allowing the pipe to roll, slide, or fall to the ground or to cushions placed on the ground. No pipe, fittings, valves, etc., shall be unloaded by inserting loader blades, teeth, etc., into the pipe interior.

Pipe shall be stored on racks or timbers in such a manner that pipe ends are above the ground surface. When pipe is to be moved, it shall not be dragged or rolled but shall be lifted by use of a sling designed to prevent damage to the pipe coatings. Should an intermediate placement of the pipe along the side of the trench be required, the pipe shall be placed on racks or timbers along the side of the trench in a manner as specified hereinabove.

### **3.0 PIPE LAYING**

The top of the pipe shall be a minimum of 30" below the surface unless specified deeper by a permitting agency or the plans. The pipe shall have a uniform bearing. Bell holes shall be dug so that the bell will clear the ground. The pipe shall be swabbed for cleanliness before lowering to the trench. Whenever pipe is cut, it shall leave a smooth end at right angles to the axis. All plastic pipe, except services, shall have a #14 copper wire, plastic coated and laid continuously beneath the pipe. Locating tape will not be used. The end of the pipe shall be closed when the work is left temporarily. Angles or bends in the line shall be braced against movement by using concrete and/or permanent joint restraints. Rock and boulders shall be removed to a clearance of at least 6 inches from pipe, valves and fittings. If the bottom of the trench is found to be unsuitable, the Contractor will remove the material, backfill and compact with a suitable base. If unsuitable material cannot be removed, the Contractor shall construct a structural foundation, which does not include stone, for the pipe as directed by the Engineer. Additional compensation will be allowed for this structural foundation work. Extend all valve operators as required for safe, convenient and easy access for operation.

### **4.0 BRACING OF PIPE AND FITTINGS**

All pressure piping shall be braced against internal thrust by means of restrained joints and/or poured-in-place concrete bracing where changes in direction occur or where branches from the line are located.

Braced underground pressure piping shall be securely braced against movement with concrete thrust blocks and bearing against solid, undisturbed ground. Where solid or undisturbed ground cannot be obtained for bracing or where indicated on the Drawings, restrained joint pipe and/or fitting shall be required. Fittings shall be wrapped in plastic with no concrete being placed directly on accessories. All concrete used in underground bracing shall be Class "B" concrete in accordance with the requirements of these Specifications unless shown otherwise.

Special bracing for particular locations identified on the Drawings and/or described herein shall be in accordance with details shown on the Drawings for the particular special brace and shall be complete with reinforcing steel and miscellaneous metal work, if required.

Piping installed above ground in buildings, galleries, tunnels, piping trenches, and chases shall be supported and braced as indicated on the Drawings and specified herein. Where pipes are braced or supported above ground piping by means of concrete piers or thrust blocks, the concrete used by construction of such piers or thrust blocks shall be Class "A" as specified in these Specifications; shall be reinforced; shall be anchored to slabs and/or walls by dowels; and shall be finished to match adjacent concrete surfaces or finished surfaces of adjacent walls or floors, whichever is applicable.

All exposed piping shall be installed neatly in straight lines and without sags. Unless a closer spacing is called for elsewhere, the maximum distance between hangers shall be as follows:

<i>Metal Pipe - Maximum Spacing</i>		
<i>Diameter (inch)</i>	<i>Spacing (feet)</i>	<i>Maximum Hanger Diameter (inch)</i>
1-1/4 or smaller	6.5	3/8
1-1/2 to 2	10.0	3/8
2-1/2 to 3	10.0	1/2
4 - 6	10.0	5/8
8 - 12	14.0	7/8
14	20.0	1

<i>Schedule 80 - PVC - Maximum Spacing</i>		
<i>Diameter (inch)</i>	<i>Spacing (feet)</i>	<i>Minimum Hanger Diameter (inch)</i>
1/2	4-1/2	3/8
3/4	4-1/2	3/8
1	5	3/8
1-1/2	5-1/2	3/8
2	6	3/8
3	7	1/2

If thinner wall PVC is allowed and utilized, the maximum spacing shall not exceed 1/2 of that allowed for Schedule 80 PVC.

## **5.0 TRENCH BACKFILL**

Backfill shall be compacted in layers not to exceed 8 inches and to a minimum density of 95 percent of Standard Proctor Compaction Test. Provide greater compaction where required by other specifications or by the plans. Backfill will be selected earth-free of rocks and hard objects, to a point 12" above the pipe with the remainder of the trench to be kept free of large rocks. Any special trench requirement will be shown on the drawings. When utilities cross other utility trenches, compact trench sufficient distance on either side of existing trench.



## 6.0 GUARANTEE OF PIPE INSTALLATION AND REPAIRS

All work and materials shall be guaranteed for a period of one (1) year after final acceptance. The Contractor shall pay for cost incurred by the Owner for repairs within and during the guarantee period.

## 7.0 TESTING OF WATER AND SEWER MAINS

The Contractor shall furnish approved equipment. Testing shall be done in the presence of the Engineer. Testing will be 1-1/2 times the normal operating pressure at the lowest point of the test section but not less than 150 pounds per square inch at any point in the test section. The Engineer shall determine the test pressure and test sections which shall be limited to a maximum of one mile. Tests with joints uncovered shall be maintained for a period to inspect the section, but in no case for less than two hours. Where the pipeline is backfilled, the test will be maintained a minimum of two (2) hours with hydrostatic test performed in accordance with AWWA C-600. Make-up water will be added and measured by a calibrated meter and in a method acceptable to the Engineer. Calibrated pressure gauges shall be used and, when requested, verified on-site such that the testing method is suitable to the Engineer. The make-up water is the "testing allowance" or leakage. Leakage shall not exceed the following:

Maximum Leakage per  
1,000 Feet of Pipe in Gallons per Hour

<u>Pipe Diameter</u>	<u>at 150 psi</u>	<u>at 200 psi</u>	<u>at 250 psi</u>
3 Inches	0.28 GPH	0.32 GPH	0.36 GPH
4 Inches	0.37 GPH	0.43 GPH	0.47 GPH
6 Inches	0.55 GPH	0.64 GPH	0.71 GPH
8 Inches	0.74 GPH	0.85 GPH	0.95 GPH
10 Inches	0.92 GPH	1.06 GPH	1.19 GPH
12 Inches	1.10 GPH	1.28 GPH	1.42 GPH
14 Inches	1.29 GPH	1.48 GPH	1.66 GPH
16 Inches	1.47 GPH	1.70 GPH	1.90 GPH
18 Inches	1.66 GPH	1.91 GPH	2.14 GPH
20 Inches	1.84 GPH	2.12 GPH	2.37 GPH
24 Inches	2.21 GPH	2.55 GPH	2.85 GPH
30 Inches	2.76 GPH	3.19 GPH	3.56 GPH
36 Inches	3.31 GPH	3.82 GPH	4.27 GPH
42 Inches	3.86 GPH	4.46 GPH	4.99 GPH
48 Inches	4.41 GPH	5.09 GPH	5.70 GPH

Tests shall be made with a pressure recording gauge. The Contractor shall provide all piping for installing the gauge. Projects financed by the Farmer's Home Administration shall have a maximum leakage of 10 gallons per inch of pipe diameter per mile of pipe in 24 hours.

It is the Contractor's responsibility to remove all air from the line before testing and plug as required each end of the test section at his expense. Valves may be used at the Contractor's discretion. Contractor shall furnish all water for testing and flushing.

This testing applies to all pipelines (except gravity sewers) including but not limited to pipelines not supplied by pumps.

## **8.0 TESTING OF AIR MAINS**

All plant air piping under low pressure shall be tested to 30 psi by 24 hour recording gauge and all joints being subject to a bubble test before any backfill is placed. All leaks shall be promptly repaired and piping retested.

## **9.0 DISINFECTION OF WATER DISTRIBUTION SYSTEM**

All water mains, pipe fittings, valves, and hydrants installed or affected by the project through which water passes must be properly flushed and sterilized as required by ADEM, the State Board of Health, or any other governing state/local health or environmental agency. In general, procedures for flushing and disinfecting shall be in accordance with AWWA C651, latest revision, and as generally outlined in the *Installation Guide for Ductile Iron Pipe* published by the Ductile Iron Pipe Research Association.

Flushing velocities shall be at least 2.5 fps. For large diameter pipe, where it is impractical or impossible to flush the pipe at specified velocity, the Contractor shall clean the pipeline in place from the inside by brushing and sweeping, then flush the line. If required, the Contractor shall flush the pipe through flushing branches and remove branches after flushing is complete. Service connections and hydrants shall be flushed following pipeline flushing. Contractor shall provide temporary connections as required and operate all valves at least twice during flushing to ensure the complete piping system (including short runs and dead end runs) installed or affected during construction has been thoroughly flushed. Contractor shall provide hoses, temporary pipes, ditches, and other conduits as needed to dispose of flushing water without damage to adjacent properties.

Chlorine shall be used for disinfection. If adequate disinfection is not achieved with dry chlorine additions, liquid chlorine solution methods shall be employed. The Contractor shall furnish all chlorine, chemical feed pumps, generator sets, temporary valves and connections, materials, labor, and equipment required for proper disinfection of the piping system. The Contractor shall operate valves, hydrants, and appurtenances during disinfection to ensure that disinfecting solution is dispersed into all parts of pipeline, including dead-ends and areas that otherwise may not be treated. In no case shall the Contractor allow disinfecting solution to enter piping systems which are in service.

Samples will be taken to the State Health Department for analysis. If the samples do not meet the standards of the Health Department, the disinfection process shall be repeated until satisfactory test results are obtained. Approval of samples shall be secured before placing piping system in service. After disinfection, the Contractor shall flush water from pipeline and hydrants until water through the entire piping system is equal chemically and bacteriologically to the water supply. Contractor shall properly dispose of all disinfecting solution and flushing water in accordance with all applicable requirements and regulations.

Contractor shall not allow flow into a waterway without adequate dilution or other satisfactory methods to prevent damage to adjacent properties and environment.

## **10.0 WATER SERVICE CONNECTIONS**

Service connections shall be 3/4 inch and shall consist of a mainline tap, using a hinged saddle, installing a corporation stop, 3/4 inch copper pipe and terminating with a curb stop and a swing check valve at the meter box. Service pipe shall be laid with a minimum of 24 inches of cover with fittings to be equal to the Mueller Company. Service pipe depth under paving will be in accordance with existing local or State Highway Department regulations.

**STANDARD SPECIFICATIONS  
FOR  
VALVES AND ACCESSORIES**

**SECTION 2-5**

**1.0 GENERAL AND PAINTING**

All valves, except those buried in earth, floor stands, and all appurtenances shall comply with the "Standard Specifications for Painting" for this project unless the Engineer determines that the valve manufacturer's coating is superior. The inside of floor stands shall be painted. All anchor bolts shall be stainless steel.

**2.0 CHECK VALVES WASTEWATER AND RETURN SLUDGE SERVICE**

Check valves for wastewater, waste sludge, return sludge, and effluent water service shall have ductile iron or cast iron (ASTM A48, Class 40) bodies, stainless steel seats ASTM A276, Buna-N seat rings (80 Durometer), and extended stainless hinge pins (pivot shafts) Type 304, 309 or 316. Valve shall be gravity swing type, and shall be equipped with levers, weights, and air or oil cushion chamber (as indicated on the Drawings) adjustable for controlling closure. Valves shall be manufacture of APCO; Golden-Anderson; or equivalent. All valves, except those buried in earth, floor stands, and all appurtenances shall comply with the "Standard Specifications for Painting" for this project unless the Engineer determines that the valve manufacturer's coating is superior.

**3.0 RUBBER CHECK VALVES**

Check valves for use at the termination of drain lines or outfall lines shall be furnished as shown on the Drawings and shall be flexible, rubber type. Unless indicated otherwise, valves shall have a flanged connection. Inlet port area shall be 100% of the mating pipe port size. The port area shall contour down to a duckbill which shall allow passage of flow in one direction while preventing reverse flow. Valve construction shall be butyl rubber. Valve shall be Tide Flex Series 35 as manufactured by Red Valve, or equivalent. All valves, except those buried in earth, floor stands, and all appurtenances shall comply with the "Standard Specifications for Painting" for this project unless the Engineer determines that the valve manufacturer's coating is superior.

Rubber check valves for gravity sewer applications shall have a maximum headloss of 3 inches for a design flowrate capacity of the applicable line size and slope at 75% full flow.

**4.0 FLAP VALVES**

Flap valves shall be iron body construction with iron gates, bronze disc (gate) rings and bronze seats. Bushings and hinge pins shall be bronze. Flap valves shall be furnished with flanged frames, hub frames or spigot frames as required and/or as shown on the

Drawings. Flap valves shall be as manufactured by Mueller Company, or M&H Valve Company, or American Valve & Hydrant Company. All valves, except those buried in earth, floor stands, and all appurtenances shall comply with the “Standard Specifications for Painting” for this project unless the Engineer determines that the valve manufacturer’s coating is superior.

## **5.0 MUD VALVES**

Mud valves shall be furnished and installed complete with stainless steel stems and (stainless steel) extension stems, stem guides and brackets, floor stands (provided with stainless steel stems) and benchstands where required, floor stand or bench-stand supports and operators. Mud valves shall be of the heavy duty flanged type designed to provide a positive seal under both seating and unseating head conditions. The valves shall be rising stem style. Frame, plug and yoke shall be cast iron (ASTM126B). Valve operating stem and lift nut shall be bronze (B421). The seat ring shall be bronze (B62) with a tapered, accurately machined seating face. The plug seat shall be seamless molded neoprene tapered to accurately mate with the seat ring for a positive seal. Each valve shall be complete with coupling for connecting valve stem to extension stem. Floor stands shall be provided where shown on the drawings. Floor stands shall be indicating, standard pattern. Provide stem guides for a maximum unsupported length of 5'. Provide floor stand brackets as required for application. Floor stand mounting to grating shall be as shown on the drawings. Mud valves shall be manufacture of Troy Valve, Mueller Company; M&H Valve Fittings Company; or equivalent. All valves, except those buried in earth, floor stands, and all appurtenances shall comply with the “Standard Specifications for Painting” for this project unless the Engineer determines that the valve manufacturer’s coating is superior.

Mud valves shall be installed by attaching (with stainless steel hardware) to tapped flanges that are recessed below the top of the floor so that entire contents of the structure can be completely drained. The top of the mud valve flange shall not extend above the adjacent floor of the structure or tanks, etc.

## **6.0 BALL VALVES FOR CHEMICAL SERVICE**

Ball valves for chemical service shall be manufactured from rigid polyvinyl compounds conforming to ASTM Specification Designation D-1784, latest revision, Type 1 Grade 1. Valves shall be suitable for 100 psi service, shall be approved by the National Sanitation Foundation, and shall be Hills-McCanna; Chemetron; or equivalent. All valves, except those buried in earth, floor stands, and all appurtenances shall comply with the “Standard Specifications for Painting” for this project unless the Engineer determines that the valve manufacturer’s coating is superior.

## **7.0 SIGHT FLOW INDICATORS**

Sight flow indicators shall be furnished and installed in all pressure feed lines (water) to water lubricated bearings or bushings; in all seal water lines to water sealed packing or stuffing boxes on waste pumps; in discharge lines from chemical feed pumps; and elsewhere

as indicated on the Drawings.

Sight flow indicators shall be of the following styles and types:

1. For horizontal pressure pipelines and for vertical pressure pipelines with upward flow Jacoby-Tarbox Style 100-S, Flapper type; Johnson; or equivalent.
2. For horizontal and vertical pressure lines with upward or downward flow Jacoby-Tarbox Style 300-S, Rotary Type; Johnson; or equivalent.
3. For vertical pressure pipelines with upward flow at low flow rates - Jacoby-Tarbox Style 400-S, Ball Type; Johnson; or equivalent.

Bodies for sight flow indicators under water service shall be bronze or cast iron; and indicators shall be Teflon or Nylon.

Bodies for sight flow indicators under chemical feed service shall be PVC as specified in these Specifications or other materials resistant to the particular chemical, and indicators shall be of materials unaffected by the chemical solution.

## **8.0 AIR RELEASE VALVES**

Air release valves for pump discharge piping shall be air and vacuum type; and shall have cast iron body, bronze trim, stainless steel float, and heavy duty closed head tapped for discharge piping. All valves shall be installed complete with discharge piping from tapped head of valve, and with throttling valve in discharge line. Air release valve assemblies shall be furnished and installed complete with inlet piping, gate valve, discharge piping, and steel bracing or supports. Valves shall be APCO, sizes and series as indicated on the Drawings, and complete with surge check unit in sizes 4" and larger; or shall be similar combination as manufactured by Metraflex; Golden-Anderson; or equivalent. All valves, except those buried in earth, floor stands, and all appurtenances shall comply with the "Standard Specifications for Painting" for this project unless the Engineer determines that the valve manufacturer's coating is superior.

## **9.0 PRESSURE RELIEF VALVES**

Cast iron hydrostatic pressure relief valves shall be installed in a vertical position in the concrete base slab of structures in locations shown on the Drawings. Valves shall have bronze body seat with resilient neoprene seat in the cover. Valves shall be 4 inch diameter, body length as required, and shall be Model A2550 as manufactured by the Troy Valve; or equivalent. All valves, except those buried in earth, floor stands, and all appurtenances shall comply with the "Standard Specifications for Painting" for this project unless the Engineer determines that the valve manufacturer's coating is superior.

## **10.0 BACKFLOW PREVENTER**

Backflow preventer shall have bronze body, bronze working parts, stainless steel springs, integral strainer, neoprene valve discs, neoprene coated cotton duck diaphragm; shall have a maximum working pressure of 175 psi, hydrostatic test pressure of 350 psi and

temperature range of 32°F - 145°F. The device shall consist of two spring-loaded check valves and a spring-loaded, diaphragm actuated, differential pressure relief valve located in the zone between the check valves. All piping in backflow preventer box including backflow preventer shall be insulated with 1" thick fiberglass Micro Lok pipe insulation with weather protective jacket to prevent freezing. Backflow preventer shall be mounted above grade with fittings as required and an insulated housing as described below. Backflow preventer shall be Watts Model 909S, or equivalent. All valves, except those buried in earth, floor stands, and all appurtenances shall comply with the "Standard Specifications for Painting" for this project unless the Engineer determines that the valve manufacturer's coating is superior.

Fiberglass enclosure where shown on drawings shall be insulated and lockable, with provisions for drainage. Enclosure shall be mounted to 4" thick concrete pad. Suitably sized enclosure shall be the Lokbox as manufactured by Northeast Florida Enterprises, or equivalent.

## **11.0 EXTENSION STEMS**

Extension stems and stem guides shall be furnished and installed where specified, indicated on the drawings, or otherwise required for proper valve operation. Extension stems shall be of solid steel and shall be not smaller in diameter than the stem of the valve actuator shaft. Extension stems shall be connected to the valve actuator by a single universal joint water or grease filled protective boot. All stem connections shall be pinned and tack welded.

At least two stem guides shall be furnished with each valve requiring stem guides. Guide spacing shall be per the manufacturer's recommendations. Stem guides shall be of cast iron construction, bronze bushed and adjustable in two directional Stem guide spacing shall not exceed 100 times the stem diameter or 10 feet, whichever is smaller. The top stem guide shall be designed to carry the weight of the extension stem. The extension stem shall have a collar; the collar shall be pinned to the stem and shall bear against the stem thrust guide.

Extension stems shall be provided for buried valves when the valve actuator is 4 feet or more below finished grade. Each extension stem for a buried valve shall extend to within 6 inches of the ground surface, shall be provided with spacers which will center the stem in the valve box, and shall be equipped with a wrench nut.

Unless the stem is manufactured from stainless steel, all paint on the stem shall comply with the "Standard Specifications for Painting" for this project.

## **12.0 CHECK VALVES - SCUM, GRIT AND PRIMARY SLUDGE SERVICE**

Checks valves shall be rubber flapper swing check with heavily constructed cast iron body and cover. The body shall be long pattern design (not wafer), with integrally cast-on end flanges. The flapper shall be Buna-N having an "O" ring seating edge and be internally reinforced with steel.

Flapper shall be captured between the body and the body cover in a manner to permit the flapper to flex from closed to full open position during flow through the valve. Flapper shall be easily removed without need to remove valve from line. Check valves to have

full pipe size flow area. Seating surface to be on a 45° angle requiring the flapper to travel only 35° from closed to full open position, for minimum head loss and non-slam closure.

Buna-N flapper to have an elastic spring, molded internally, to assist the flapper to close against a slight head to prevent slamming. A manually operated backflow device shall be provided to create backflow through the check valve. Backflow device shall be constructed of cast bronze ASTM B-143 Alloy 922.

Materials of construction shall be certified in writing to conform to ASTM Specifications as follows:

Body and Cover	Cast Iron	ASTM A48, Class 30
Flapper	Buna-N	

Valve to be APCO series 100 rubber flapper swing check valve or equal. All valves, except those buried in earth, floor stands, and all appurtenances shall comply with the "Standard Specifications for Painting" for this project unless the Engineer determines that the valve manufacturer's coating is superior.

**13.0 AIR RELEASE AND VACUUM VALVES - SEWAGE AND SLUDGE SERVICE**

Sewage and sludge service and vacuum valves shall allow unrestricted venting or re-entry of air, through it, during filling or draining of the force main, to prevent water column separation or pipeline collapse due to vacuum. Valves shall incorporate one upper and one lower stainless steel floats, connected by a common stainless steel float guide, thereby maintaining an air gap between the bottom float and top shut-off float. The air gap shall retard waste solids from fouling or clogging the top shut-off float. The internal baffle shall be fitted with a guide bushing and act to protect the shut-off float from direct air flow. The baffle shall retain the 45 Durometer Buna-N seat in place, without distortion, for tight shut-off. All internals shall be easily removed through the top cover without removing the main valve from the lines. Both floats shall withstand 1000 psi or more. Valve shall be fitted with blow off valves, quick disconnect couplings and minimum 6' of hose, to permit backflushing after installation without dismantling valve.

The valve inlet shall be 2" N.P.T. and the outlet 1" N.P.T. The valve manufacturer shall furnish installation and maintenance instruction manuals with each valve. The valve manufacturer shall be certified in writing to conform to ASTM specifications as follows:

Body, Cover and Baffle	Cast Iron	ASTM A48 Class 30
Internal Parts	Brass	ASTM B16
Float and Float Guides	Stainless Steel	ASTM A240
Seat	Buna-N	
Exterior Paint	Per Paint Spec	FDA approved for Potable Water Contact

Valves to be APCO Series 400 Sewage Air and Vacuum Valves, or equal. All valves, except



those buried in earth, floor stands, and all appurtenances shall comply with the “Standard Specifications for Painting” for this project unless the Engineer determines that the valve manufacturer’s coating is superior.

#### **14.0 FLOOR BOXES**

Where openings through concrete slabs are provided for key operation of valves with the operating nut being in or below the slab, such openings shall be provided with a cast iron floor box complete with cover. Each floor box shall be of the depth required for installation in the slab indicated on the Drawings. Where the operating nut is in the slab, the stem shall have a guide to maintain the nut in the center of the box; where below the slab, the opening in the bottom of the box shall permit passage of the operating key. Covers shall have cast thereon designation of the service for which the valve is used.

Each floor box and cover shall be shop coated by dipping in asphalt varnish. Floor boxes in plants and pump stations shall either be painted in accordance with the “Standard Specifications for Painting” for this project, or, if allowed by the Owner, dipped in asphalt varnish.

#### **15.0 BUTTERFLY VALVES - AIR SERVICE**

Unless otherwise indicated or specified, air service butterfly valves shall be of the EPDM-seat tight-closing type. Except where other types are indicated or specified, butterfly valves shall have flanged ends above ground and MJ ends with megalugs below ground. All gaskets shall be rated for hot air with a temperature as stated below. Valve discs shall seat at 90 degrees with the pipe axis.

Flanged end valve shall be of the short-body type. Where mechanical joint ends are specified, either mechanical joint or push-on ends conforming to ANSI/AWWA C111/A21.11 will be acceptable. For buried or submerged service, shaft seals shall be O-ring type.

Each valve shall be provided with an actuator having a torque capability sufficient to seat, unseat, and maintain intermediate positions under the anticipated operating conditions. Lever actuators may be furnished for 6 inch and smaller valves, except where electric, handwheel, or chain wheel actuators are indicated to be required. All 8” and larger valves shall have enclosed, geared, handwheel or chainwheel actuators with position indicator. Actuators shall be designed to produce the rated torque with a maximum pull of 80 pounds on the lever or wheel.

Each valve actuator, except actuators that are located in manholes, buried, or submerged, shall have a valve disc position indicator mounted on the end of the valve shaft. A disc position indicator shall also be provided on each operating stand or the actuator mounted thereon. Actuators in manholes, buried or submerged shall be suitable for submerged service.

Butterfly valves in air piping shall be industrial valves suitable for 15 psi air service, a maximum air velocity of 100 fps, and a minimum operating temperature of 225° F. Materials of construction shall be as follows:

Body	Cast Iron
	S2-46

Shaft	AISI Type 304 or 316 stainless steel
Disc	Bronze, or cast iron with corrosion-resistant metal plating
Seat	EPDM, or other elastomer with suitable temperature rating
Shaft Bearings	Upper and lower bearings, bronze or reinforced Teflon
Shaft Seal	Synthetic rubber rings with suitable temperature rating

Motor operated valves shall be furnished with electric valve actuators as specified in the Electric Valve Operator Section., or if called for in the drawings, or if specified elsewhere

All valves, except those buried in earth, floor stands, and all appurtenances shall comply with the “Standard Specifications for Painting” for this project unless the Engineer determines that the valve manufacturer’s coating is superior.

**16.0 FLEXIBLE COUPLINGS, REDUCERS AND FITTINGS**

Flexible coupling, joint, increasers, etc. where indicated on the Drawings shall be constructed with high strength fabric and elastomer reinforced with metal rings. Flanges shall be integral with the body and utilize ductile iron retaining rings. Standard flange drilling mates with 125/150# flanges.

Flexible fittings for sewage or sludge service shall be supplied with a soft rubber arch filler to prevent the collection of solid materials in the arch. Multiple arches shall be provided as required for pipe misalignment and expansion or contraction.

Concentric and electric reducer connections shall connect unequal size pipes as indicated in the Plans and confirmed through the submittal process. Joints shall be provided with arches as described above and provide sound and vibration isolation.

A high strength synthetic fabric shall be used to reinforce the body. Flanges are drilled to standard ANSI dimensions and provided with ductile iron retaining rings. Control rods, gussets and compression sleeves shall be provided for all pressure applications.

Couplings shall be as manufactured by Metraflex, Chicago, IL; Mercer Rubber Company, Hauppauge, NY; or equal.