

**VOLUME 1:
BID FORMS AND CONSTRUCTION CONTRACT**

FOR THE PROJECT

NEW WASTEWATER TREATMENT PLANT

FOR THE OWNER

CITY OF OWENS CROSS ROADS

MAYOR TONY CRAIG

CHRISTIE D. EASON, TOWN CLERK

CITY COUNCIL

**SCOTT BAKER
ELIZABETH CRAIG
CLAUDE LANG
JAMES MANN
TERRY MANN**



PREPARED BY:

RGS CIVIL DESIGN LLC
2622 TRELIS POST COURT
OWENS CROSS ROADS, ALABAMA 35763
TELEPHONE (256) 503-9277
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SRF PROJECT CS010972-01
RGS PROJECT 220202

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Section 4 NOTICE TO CONTRACTORS

ADVERTISEMENT FOR BIDS

Sealed bids will be received by

Owner:
City of Owens Cross Roads
9032 US Highway 431
Owens Cross Roads, Alabama 35763

For:
Owens Cross Roads New WWTP Project

The City of Owens Cross Roads (Owner) requests sealed bids for prime contract work associated with the Owens Cross Roads New 0.9 MGD Wastewater Treatment Plant (WWTP) project (ADEM/ARPA Project Number CS010972-01) as more specifically described below. The work to be performed under this contract includes provisions associated with federal funding allocations and shall consist of supplying all required materials, equipment, labor, and services, to perform all work both necessary for and incidental to the construction of a new 0.9 MGD sequencing batch reactor wastewater treatment plant and decommission/demolition of an existing 0.2 MGD plant as noted and shown in the Project Plans and Specifications. A single prime contractor will be selected to complete the project work.

Bids will be received until **10:00 a.m. on Tuesday, April 30, 2024** and will thereafter be publicly opened and read aloud in the Council Chambers at the City of Owens Cross Roads City Hall, 9032 US Highway 431, Owens Cross Roads, Alabama 35763. A non-mandatory pre-bid meeting will be held at Council Chambers at the City of Owens Cross Roads City Hall, 9032 US Highway 431, Owens Cross Roads, Alabama 35763 at **10:00 a.m. on Wednesday, April 10, 2024**.

Bids may be mailed or may be hand delivered to the office of the City Clerk, City of Owens Cross Roads 9032 US Highway 431 Owens Cross Roads, Alabama 35763. Alternatively, bids may be submitted electronically to the City Clerk at christie.eason@owenscrossroadsal.gov. Bids must be submitted on the Proposal Forms furnished. Bids shall be clearly identified on the exterior of the package with the bidder's name, address, Alabama state license number, the name of the project being bid. Sealed bids shall be properly identified.

A certified check drawn on an Alabama Bank or bid bond, executed by a Surety company duly authorized and qualified to make such bonds in Alabama, payable to The City of Owens Cross Roads must accompany the bidder's proposal in the amount of 5% of the amount of bid, but in no event more than \$10,000.

No bid may be withdrawn after the above-stated closing time for submittal of bids for a period of Thirty (30) days.

The Owner reserves the right to reject any or all bids, and to waive informalities. The Owner reserves the right to award all proposed work or to award a portion of the project in order to remain within its budget for this project. There is no guarantee that a contract award will be made pursuant to this RFP. This RFP may be modified or amended at any time and for any reason, at the discretion of the Owner.

All bidders submitting bids will be responsible for reviewing all bid documents including addendums.

Upon contract award, Performance and Labor and Material Payment Bonds in the amount of 100% of the contract price will be required by the Contractor to the Owner.

Construction Contracts shall be awarded only to qualified Contractors, licensed by the State Licensing Board for General Contractors, as required by Title 34, Chapter 8, Code of Alabama. Construction Contracts in excess of \$50,000 shall be awarded only to Contractors licensed as required by the 1978 Code of Alabama, Title 34, Chapter 8 as amended. This project does not require formal prequalification of bidders. All bidders must submit qualifications to perform the work with their bid. **Bidders must document a minimum of 10 years experience in the wastewater treatment plant construction industry.**

All qualified applicants will receive consideration for selection without regard to race, color, religion, sex, or national origin. Qualified small and minority businesses and women's business enterprises are encouraged to submit proposals. Additionally, all prospective bidders and the contractor awarded the work must ensure that employees and applicants for employment are not discriminated against on the basis of race, color, creed, sex or national origin.

Plans and specifications are open to public inspection and may be obtained from the Engineer. Hardcopy bid documents will be made available by the Engineer for a non-refundable charge of **\$500** per set payable to "RGS Civil Design LLC". Alternatively, electronic bid documents will be made available by the Engineer at no cost. All requests for information concerning the bid documents must be submitted in writing to the Engineer noted below.

Engineer:
RGS Civil Design LLC
1405 Drake Avenue
Huntsville AL 35802
Phone (256) 503-9277
Contact: Jacob Roth
Email: jroth@rgscivil.com

END OF ADVERTISEMENT

Section 5A
BIDDER'S PROPOSAL

FOR THE PROJECT

Owens Cross Roads New WWTP

DATE: _____

TO: The City Council of the City of Owens Cross Roads, Alabama

FROM: _____
(Bidder)

In response to your request, the undersigned Bidder submits this proposal.

1. Bidder proposes and agrees, in the event this proposal is accepted, to enter into a contract with the above named City (herein designated and referred to as the "Owner"), in the form herein specified, to furnish all materials (except as noted), services, equipment, machinery, tools, means of transportation, and fuel, and to perform all labor necessary for, or incidental to, the construction of the aforementioned improvement, all in complete accordance with the requirements of the attached construction documents, plans and specifications, to the entire satisfaction of the Owner, at the **LUMP SUM PRICE** the Bidder has inserted at the conclusion of the items of work listed in this proposal.
2. In submitting this proposal, the Bidder understands and agrees that a contract may be awarded for the project as may appear to be in the best interest of the Owner; that the principal items of work are stated and that no claim shall be made against the Owner on account of any excess or deficiency either absolute or relative, therein; and that the stated specifications will be used as a basis for determining the project's Total Dollar Amount of the construction agreement. It is specifically understood that any quantities or estimates of quantities provided within the Project Plans are to be considered approximate and are included to define the overall scope of the proposed improvement. All changes which are, or become necessary during the course of the Contract as a result of unforeseen or changed conditions from those indicated in the Project Plans and Specifications will be made from a written **CHANGE ORDER** submitted by the Contractor for specific approval by the Owner in care of the Engineer.
3. Bidder hereby declares that the only person or persons interested in this proposal as principal or principals is, or are, named herein and that no other persons than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a proposal, and that this proposal is in all respects fair and made in good faith without collusion or fraud as evidenced by the executed affidavit contained herein. Failing to submit this affidavit with the Bid Proposal shall be grounds of rejection of the Bidder's Proposal.
4. Bidder further declares that he has examined and informed himself fully in regard to all conditions pertaining to the Specifications and other contract documents relating thereto prior to the opening of bids; and that he has satisfied himself relative to the materials to be furnished.
5. Bidder further proposes and agrees that if awarded a contract he will furnish all materials and equipment and perform all labor for completion of the contract and will furnish same, including all accepted alternates thereto within the time stated in this proposal or as amended by Change Order.

6. And the Bidder further declares that accompanying this proposal is a certified check or satisfactory Bid Bond in the sum of **Five Percent (5%)** of this proposal, not to exceed \$10,000.00. It is hereby agreed that in case of the withdrawal of this proposal without the consent of the Owner within **Thirty (30) Calendar Days** after the bid opening, or that in case of failure on the part of the undersigned to perform and supply the specified materials, the undersigned Bidder will be deemed to have abandoned the contract, and thereupon the amount of such certified check or bond shall be **Absolutely Due** and payable thereunder to the Owner.

7. Bidder acknowledges that compliance with all federal, state and local laws, rules and regulations is required. These include as a minimum the following:

A. Compliance with Executive Order 11246, Equal Employment Opportunity:

All contracts having a value of more than \$10,000.00 shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations.

B. Copeland "Anti-Kick Back" Act:

This Act provides that each contractor or vendor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

C. Contract Work Hours and Safety Standards Act:

Where applicable, all contracts awarded in excess of \$10,000.00 for construction contracts and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of suppliers or materials or articles ordinarily available on the open market.

D. Davis-Bacon Act is applicable to this contract.

E. All construction included under this contract shall fully comply with Construction Standards for Excavations as promulgated by the Occupational Safety and Health Administration (29 CFR 1926.650-.652) Subpart P. The Contractor shall utilize a suitable method or option specified in this publication for all excavation and trenching work under this contract. Specific means, methods, techniques, sequences and procedures of construction shall be the sole responsibility of the Contractor. Plans and specifications provided by the Owner and Engineer are provided to indicate the finished location of the work and the required materials to be utilized to obtain the finished work.

8. All labor and materials will be supplied in accordance with the Specifications which are made a part of this Agreement. (Specific items of work under this Agreement are generally outlined as follows on Section 5B of this proposal.)

REQUIRED INFORMATION OF BIDDER

(Please type or print)

INDIVIDUAL OR FIRM NAME OF BIDDER:

Bidder's Address: Street: _____

P.O. Box: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

E-mail: _____

Bidder's State License No.: _____

Licensed to be awarded contract not exceeding \$ _____

Licensed Specialty Classifications: _____

NOTE: If bidder is a corporation, give the following information:

State in which it is incorporated: _____

Address of Principal Office: _____

CERTIFICATION OF BID:

Bidder's Signature: _____ Date: _____

Bidder's Name: _____

Bidder's Title: _____

REFERENCES FROM PREVIOUS WORK ON WWTP PROJECTS. CONTRACTOR MUST DOCUMENT MINIMUM 10 YEARS EXPERIENCE IN WWTP PROJECT WORK (ATTACH ADDITIONAL SHEETS AS NECESSARY):

1. _____
- _____
2. _____
- _____
3. _____
- _____
4. _____
- _____
5. _____
- _____

NON COLLUSION AFFIDAVIT

STATE OF ALABAMA
MADISON COUNTY

PROJECT NAME: OWENS CROSS ROADS NEW WWTP

PROJECT NUMBER: CS010972-01

BID PROPOSAL DATE: _____, 2024

I hereby certify that _____ (Name of Contracting Entity) has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contract.

(Name of Contracting Entity)

By: _____
(Signing Individual's Name & Title)

(Signature)

Sworn to and subscribed before me this _____ day of _____, 2024

Notary Public

FAILURE TO EXECUTE THIS AFFIDAVIT SHALL BE CAUSE FOR REJECTION OF THIS BID PROPOSAL.

Section 5B
ESTIMATE OF QUANTITIES & LUMP SUM PRICE BID FORM

FOR THE PROJECT:
Owens Cross Roads New WWTP
Project Number: CS010972-01

The items listed below are identified main elements of the overall project scope. Listed pricing for each element is requested from bidders in order to evaluate bids for completeness and for information of the Owner and Engineer. The pricing for items/elements in the table below is not contractual and the project bid is based upon the final lump sum total bid prices as written and spelled out at the bottom of this form.

ITEM NO.	ITEM DESCRIPTION	TOTAL FOR ITEM
1	Sitework and Foundation (Clearing, Grubbing, Grading, Site Prep, Aggregate Pier Foundation, Chain Link Fencing, Rip Rap, Erosion Control)	_____
2	WWTP Basin Concrete Construction (Forming, Steel Reinforcement, Concrete Placement, Finishing)	_____
3	0.9 MGD SBR WWTP (Process Equipment, Piping, Valves, Control Building, Control Panels, Access Stairs, Handrails, Chemical Feed Pumps, Automatic Samplers, FRP Baffle Walls)	_____
4	Cloth Media Filter Unit (Concrete Pad, Filter Unit, Access Stairs, Handrails, Piping, Heat Trace)	_____
5	Wastewater Pump Station (Wet Well, Pumps, Valve Vault, Valves, Piping, Floats, Access Hatch, Control Panel)	_____
6	Site Utility Infrastructure (Manholes, Force Main, Gravity Sewer, Chlorination Basin Drain, Effluent Meter, Meter Box, Underground Valves, Connection To Existing Sewer System, Primary Electrical, Backup Generator)	_____
7	Existing WWTP Demolition (Decommissioning, Draining, Utility Disconnection, Demolition, Site Grading, Final Cleanup, Demobilization)	_____

The bidder will complete the work as provided and identified in the construction plans and specifications for the following total lump sum price. By submitting this bid, the bidder hereby acknowledges they have read and understand the project drawings, specifications and contract documents to include supplemental construction contract agreement policies, procedures, and requirements necessary and included as a part of the Alabama Department of Environmental Management (ADEM) American Rescue Plan Act (ARPA) program funding.

TOTAL PROJECT LUMP SUM PRICE BID:

\$ _____

(_____

_____ dollars and _____ cents)

**Section 5C
BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we

(hereinafter referred to as the "PRINCIPAL"), and

(hereinafter referred to as the "SURETY")

are held and firmly bound unto the CITY OF OWENS CROSS ROADS, ALABAMA
(hereinafter referred to as the "OWNER") in and for the penal sum of:

_____ Dollars

(\$ _____) for the payment of which we bind ourselves, our heirs, administrators,
executors, successors, and assigns for the faithful intent to enter into a construction agreement
for the below project in a timely manner and for the bid price provided on the project bid form:

PROJECT DESCRIPTION: OWENS CROSS ROADS NEW WWTP

PROJECT NUMBER: CS010972-01

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if the bid or proposal as submitted by the said principal shall be accepted by the owner, and the contract for such work or supplies be set to be awarded to the principal, and the said principal shall fail, neglect or refuse to enter into the contract agreement presented to perform said work or deliver said supplies, and furnish good and sufficient bond therefore, then the amount of this bond shall be declared to be forfeited to the City of Owens Cross Roads as liquidated damages, it being agreed that said City will suffer damages as a result of such failure, neglect or refusal of the principal and that such damages are and will continue to be, impracticable and extremely difficult to determine.

This obligation shall remain in full force and effect until the owner has entered into a contract with a selected bidder for the project work or thirty days have passed since the bids were received by the owner and no bidder has been formally notified of bid acceptance and intent to enter into a construction contract agreement with the City of Owens Cross Roads.

This bond is given pursuant to the terms of Section 16-58 of Title 41 of the Code of Alabama, 1940, or as subsequently amended.

IN TESTIMONY WHEREOF, witness the hands and seals of the Parties hereto on the _____ day of _____, 2024.

WITNESS:

(Name of Principal)

(Witness of Principal)

(Signature of Principal or authorized agent)

(Title)

(Title of Signee)

COUNTERSIGNED:

(Name of Surety)

(Witness of Surety)

(Signature of Surety or authorized agent)

(Title)

(Title of Signee)

Section 6

FORM OF CONSTRUCTION AGREEMENT

This agreement made and entered into on the ____ day of _____, 2024 by and between

PARTY OF THE FIRST PART: _____

PARTY OF THE SECOND PART: CITY OF OWENS CROSS ROADS, ALABAMA

AGREEMENT REFERENCE: OWENS CROSS ROADS NEW WWTP

PROJECT NO.: CS010972-01

WITNESSETH:

That the first party, for the consideration herein fully set out, hereby agrees with the second party as follows:

1. The first party shall furnish all labor and materials and perform all of the work in such a manner and form as provided by the Plans and Specifications on file in the office of the City Engineer and City Inspections Department and the conditions and terms included herein, which are included fully herein by reference and made a part thereof, as if fully contained herein on a **Lump Sum Price Basis** per the attached Bid Proposal (Section 5B of the Owens Cross Roads New WWTP Project Specifications and Bid Forms Document).
2. The first party shall commence the work to be performed under this agreement by the **1st day of June, 2024**, and shall fully complete all work hereunder on or before the **31st day of December, 2025**. (**TIME BEING THE ESSENCE OF THIS CONTRACT.**)
3. The second party hereby agrees to pay the first party for the faithful performance of this agreement, at the rates set out in the "Bidder's Proposal", hereto attached, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States.
4. The second party shall make a **Monthly Payment** to the first party on the basis of a duly certified and approved **Recommendation of Payment** statement of the work performed to date by the first party, in strict accordance with this agreement.
5. The first party agrees to comply with federal, state and local laws, rules and regulations. As a minimum these include the following:
 - A. Executive Order 11246, Equal Employment Opportunity
 - B. Copeland "Anti-Kick Back" Act
 - C. Contract Work Hours and Safety Standards Act
 - D. Davis-Bacon (DB) Act
 - E. OSHA's Construction Standards for Excavations
6. The first party agrees to provide access to all records of the first party to the second party or any other Governmental Agency pertinent to this contract for audit and examination for a period of three (3) years after the date of Substantial Completion of this project.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date first above written, in two counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original contract.

(Party of the First Part)

(Signature)

(Printed or typed Name and Title)

WITNESS

(Printed or typed Name and Title)

THE CITY OF OWENS CROSS ROADS, ALABAMA

Attest:

Mayor Tony Craig

Christie Eason, City Clerk

Section 7
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we

(hereinafter referred to as the "PRINCIPAL"), and

(hereinafter referred to as the "SURETY")

are held and firmly bound unto the CITY OF OWENS CROSS ROADS, ALABAMA
(hereinafter referred to as the "OWNER") in and for the penal sum of:

_____ Dollars

(\$ _____) for the payment of which we bind ourselves, our heirs, administrators,
executors, successors, and assigns for the faithful performance of a certain written contract
agreement with the said Board for the construction of a certain project, being:

PROJECT DESCRIPTION: OWENS CROSS ROADS NEW WWTP

PROJECT NUMBER: CS010972-01

DATE OF AGREEMENT: _____

A copy of such Construction Agreement is incorporated herein by reference and is made a part hereof, as if fully contained herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if the Principal shall faithfully perform the terms and conditions of the contract in ALL respects on their part, and shall fully pay all obligations incurred in the connection with the performance of such contract on account of labor and materials used in connection herewith, and all such other obligation of every form, nature and character, and shall save harmless the Owner from any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such liability resulting from negligence or otherwise on the part of such Principal, and further shall save harmless the Owner from any and all costs and damage which may be suffered by reason of failure to fully and completely perform said Contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract. And further, that the Principal shall pay all lawful claims of all persons, firms, partnerships or corporations for all labor performed and materials furnished in connection with the performance of said Contract, and that the failure of the Contractor so to pay such persons, firms, partnerships, or corporations shall give them a direct right to action against the Principal and Surety under this obligation; and provided, however, that no suit, action or proceeding by

reason of any default whatever shall be brought on this bond after **One (1) Year** from the date on which the final payment on the contract falls due; and provided further, that if any alterations or additions which may be made under the Contract, or in the Work to be done under it, or giving by the Owner of any extensions of time for the performance of the Contract of any other forbearance on the part of either the Owner or the Principal shall not in any way release the Principal and Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder. Notice to the Surety of any such alterations, extensions or forbearance being expressly waived.

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

This bond is given pursuant to the terms of Section 16-58 of Title 41 of the Code of Alabama, 1940, or as subsequently amended.

IN TESTIMONY WHEREOF, witness the hands and seals of the Parties hereto on the _____ day of _____, 2024.

WITNESS:

(Name of Principal)

(Witness of Principal)

(Signature of Principal or authorized agent)

(Title)

(Title of Signee)

COUNTERSIGNED:

(Name of Surety)

(Witness of Surety)

(Signature of Surety or authorized agent)

(Title)

(Title of Signee)

Section 8
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we

(hereinafter referred to as the "PRINCIPAL"), and

(hereinafter referred to as the "SURETY")

are held and firmly bound unto the CITY OF OWENS CROSS ROADS, ALABAMA (hereinafter referred to as the "OWNER") in and for the penal sum of _____ Dollars (\$_____) for the payment of which we bind ourselves, our heirs, administrators, executors, s successors, and assigns for the faithful performance of a certain written contract agreement with the said Board for the construction of a certain project, being:

PROJECT DESCRIPTION: OWENS CROSS ROADS NEW WWTP

PROJECT NUMBER: CS010972-01

DATE OF AGREEMENT: _____

A copy of such Construction Agreement is incorporated herein by reference and is made a part hereof, as if fully contained herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if said Principal and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Principal and of said subcontractors shall promptly make payment to all persons supplying him or her with labor, materials, feedstuffs or supplies for or in the prosecution of the work provided in such Contract, and for the payment of reasonable attorneys' fees incurred by the claimant or claimants in suits on said bond, then the above obligation shall be void; otherwise to remain in full force and effect, provided, however that this bond is subject to the following conditions and limitations:

1. Any person, firm, or corporation that has furnished labor, materials, feedstuffs, or supplies for or in the prosecution of the work provided for in the Contract shall have a direct right of action against the Principal and Surety. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them for a period of time not later that **One (1) Year** after the final settlement of said Contract in which action, claim, or claims shall be adjudicated and judgment rendered thereon.

2. The Principal and Surety hereby designate and appoint the Mayor of THE CITY OF OWENS CROSS ROADS as the agent of each of them to receive and accept service or process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the part of the Principal and/or Surety.

3. The Surety shall not be liable hereunder for any damages or compensation recoverable under any workman's compensation or employer's liability statute.

4. In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one (1) year after the final settlement of said Contract.

5. This bond is given pursuant to the terms Title 41, Chapter 16, Section 58 of the Code of Alabama, 1975, or as amended.

IN TESTIMONY WHEREOF, witness the hands and seals of the Parties hereto on the _____ day of _____, 2024.

WITNESS:

(Name of Principal)

(Witness of Principal)

(Signature of Principal or authorized agent)

(Title)

(Title of Signee)

COUNTERSIGNED:

(Name of Surety)

(Witness of Surety)

(Signature of Surety or authorized agent)

(Title)

(Title of Signee)

Section 9
PROJECT CHANGE ORDER

CHANGE ORDER NO. _____

This Project Change Order is hereby set forth to amend the Construction Agreement as follows:

PROJECT DESCRIPTION: OWENS CROSS ROADS NEW WWTP

PROJECT NUMBER: _____ CS010972-01 _____

DATE OF AGREEMENT: _____

in and between the two parties of:

The party of the First Part: _____
(herein referred to as the "Contractor")

The party of the Second Part: THE CITY OF OWENS CROSS ROADS,
ALABAMA
(herein referred to as the "Owner")

Terms and Conditions of this Change Order

1. The **CONTRACTOR** shall furnish all necessary and incidental labor, materials and equipment to perform the scope of work included in the Project Change Order, to the satisfaction of the Owner, within the time period specified in the Construction Agreement or as extended herein and in compliance with the Plans and Specifications which form an integral part of said Construction Agreement or as amended herein.

2. The **OWNER** shall be responsible for payment of the dollar amount price or cost of the Work included within the scope of this Project Change Order, and such payment shall be received as compensation in full by the Contractor for all labor, materials, services, and equipment required to perform the Scope of Work of this Project Change Order.

3. The **SCOPE OF WORK** included within this Change Order shall include the materials and labor and services necessary for and incidental to accomplishment of the following WORK:

- A.
- B.
- C.

4. The **TOTAL DOLLAR AMOUNT COST** to the Owner for the scope of work included with this Change Order shall be as follows:

an ADDITION of: \$ _____

a DEDUCTION of: \$ _____

to the original Contract Price or Amount, or as amended by previous change order(s).

5. The **CHANGE IN ALLOTTED TIME** of the Construction Agreement necessary for the Contractor to perform the Scope of Work included in this Change Order shall be as follows:

ORIGINAL Contract time allotted _____ Calendar Days Beginning: _____ 202__
with project completion at or before: _____, 202__.

ADDITIONAL Time granted by Owner for this Change Order is _____ Calendar Days

REVISED Contract time after this Change Order: Beginning: _____, 202__

with project completion at or before: _____

6. SUMMARY OF CONTRACT PRICE TO DATE:

ORIGINAL Contract Dollar Amount Price: \$ _____

NET TOTAL of previous CHANGE ORDERS: \$ _____

PREVIOUSLY REVISED Contract Price: \$ _____

DOLLAR Amount of this Change Order: \$ _____

REVISED CURRENT Contract Price: \$ _____

Recommendation of Approval

I, Jacob A. Roth, representing the Owner do hereby recommend that this Change Order be accepted by the Owner as specified herein.

Date: _____

Jacob A. Roth, PE
RGS CIVIL DESIGN LLC

Approval by the Owner

The terms and conditions of this Change Order are hereby accepted by the Owner:

Date: _____

Mayor Tony Craig

Date: _____

Christie Eason, City Clerk

Acknowledgement of Acceptance by Contractor

The terms and conditions of this Change Order are hereby accepted by the Contractor:

Date: _____

(Name of Contracting individual or firm)

(Signature of Contractor)

(Title)

**Section 10
RECOMMENDATION OF PAYMENT**

PAYMENT NO. _____
FOR WORK FROM _____ **TO** _____

PROJECT DESCRIPTION: OWENS CROSS ROADS NEW WWTP

PROJECT NUMBER: CS010972-01

CONTRACTOR'S NAME: _____

TO: THE CITY OF OWENS CROSS ROADS, as OWNER

Attached hereto is the CONTRACTOR'S Application for Payment for Work accomplished under the Contract through the date indicated above. This Application meets the requirements of the Contract Documents and includes the CONTRACTOR'S Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the Work covered by all prior Application for Payments.

In accordance with the Contract, the undersigned recommends payment to the CONTRACTOR of the amount due as shown below:

Dated _____ BY: _____
Jacob A. Roth, P.E.
RGS CIVIL DESIGN LLC

STATEMENT OF WORK

Original Contract Price: \$	_____	Work to Date:	\$	_____	
Net Change Orders:	\$	_____	Amount Retained:	\$	_____
Current Contract Price: \$	_____	Subtotal:	\$	_____	
Work to be Done:	\$	_____	Previous Payments:	\$	_____
Amount Due This Payment			\$	_____	

I hereby certify that this and all prior payments made under the terms of the construction agreement have been applied to discharge in full any obligations in connection with the work included therein. I also acknowledge that this pay request constitutes a release of any liens against the Owner or project, present or prospective, for the work and materials included therein.

Submitted this _____ day of _____.

BY: _____ **TITLE:** _____
Contractor

Section 11
CERTIFICATE OF SUBSTANTIAL COMPLETION

This Certificate of Substantial Completion applies to the following Construction Agreement:

PROJECT DESCRIPTION: OWENS CROSS ROADS NEW WWTP

PROJECT NUMBER: CS010972-01

DATE OF AGREEMENT: _____

in and between the two parties of:

The party of the First Part: _____
(herein known as the Contractor)

The part of the Second Part: THE CITY OF OWENS CROSS ROADS, ALABAMA
_____ (herein known as the Owner)

Terms and Conditions of this Certificate of Substantial Completion

1. Portion of Scope of Work Included by this Certificate:

This Certificate of Substantial Completion applies to ALL Work included in the Contract Documents.

2. Effective Date of this Certificate:

The Work to which this Certificate applies has been inspected by authorized representatives of the OWNER, CONTRACTOR, and ENGINEER, and is hereby declared to be SUBSTANTIALLY Complete in accordance with the Contract Documents on:

(Date of Substantial Completion)

3. Tentative Items to be Completed or Corrected by Contractor:

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in said list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. When this certificate applies to a specified part or portion of the work, **the items in the tentative list shall be completed or corrected by the Contractor within 30 Calendar Days of the above date of Substantial Completion.**

4. Exemptions to Commencement of all Warranties and Guarantees:

The date of Substantial Completion is the date upon which all guarantees and warranties covering materials and workmanship provided by the Contractor shall begin.

5. Responsibilities of Owner and Contractor:

The responsibility between the Owner and the Contractor for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

The OWNER shall _____

The CONTRACTOR shall _____

6. Documents Made Part of this Certificate:

The following documents are attached to and made part of this Certificate:

Recommendation Approval

I, Jacob Roth and Wayne Sullivan, representing the Owner, do hereby recommend that this Certificate of Substantial Completion be accepted by the Owner as specified herein.

Date: _____

Jacob A. Roth, P.E.
RGS CIVIL DESIGN LLC

Acceptance by the Owner

The terms and conditions of this Certificate of Substantial Completion are hereby accepted by the Owner:

Date: _____

Mayor Tony Craig

Date: _____

Christie Eason, City Clerk

Acceptance by Contractor

The terms and conditions of this Certificate of Substantial Completion are hereby accepted by the Contractor:

Date: _____

(Name of Contracting individual or firm)

(Signature of Contractor)

(Title)

Section 12 SPECIAL CONDITIONS

OWENS CROSS ROADS NEW WWTP

PROJECT NUMBER: CS010972-01

for the

City of Owens Cross Roads, Alabama

SCOPE OF WORK:

1. The Contractor shall provide all labor, materials (unless noted herein), equipment, and services necessary for and incidental to the construction of the Project and in full compliance with the Plans and Specifications set forth therein.
2. The work to be performed under this contract shall consist of supplying all the required materials, equipment, labor and services to perform all work both necessary and incidental to provide for the construction of Owens Cross Roads New WWTP as shown in the construction plans and described in the project specifications. All work shall be performed as specified herein to the satisfaction of the Owner and as required to join, connect, and finish in a first class manner ready for use by the Owner.
3. The Contract will be awarded to the lowest responsible bid received for the Work required based upon the total LUMP SUM PRICE BID submitted in the Bidder's Proposal for the BID. Payment under the contract shall be based upon satisfactory completion of the work included in the Bidder's Proposal and the Specifications and this shall be considered as payment in full for all Work required except as amended by PROJECT CHANGE ORDER. The award will be made within THIRTY (30) CALENDAR DAYS after the date set for bid opening. Award will be made to only one Bidder. The lowest responsible bidder chosen for the award shall enter into Contract with the Owner and provide all necessary bonds within FOURTEEN (14) CALENDAR DAYS following the issuance of the NOTICE TO PROCEED from the Owner. A NOTICE TO PROCEED may be issued for the project as a whole or specific area of the project by the Owner. Any significant delay, 30 days or more, in issuing NOTICE TO PROCEED for the entire project will be the basis of approval for a time extension. Contractor shall acknowledge that the construction site is adjacent to public streets and commercial properties and that all necessary precautions shall be taken to protect public and personal safety during construction activities. All required work shall be fully completed including inspections and clean up within **FIVE HUNDRED AND SEVENTY-EIGHT (578) CALENDAR DAYS after issuance of the NOTICE TO PROCEED**. Work will not be permitted on Sundays or between 9:00 P.M. through 6:00 A.M. on any other day. The use of calendar days as a basis for specifying required contract time assumes that the daily rainfall conditions will be equal to or less (less rain days) than the average year according to US National Weather Service records. Requests or claims for additional contract time will not be accepted or considered by the Owner for less than one month (30 consecutive calendar days) increments of occurrence and said increments shall not be overlapping. It is understood that the Owner has purchased the Contractor's services for the stated construction time period and no claims for acceleration of schedule shall be made by the Contractor or considered by the Owner.

4. Failure to examine the site and determine the conditions and nature of the construction or extent of work will not be considered a basis for granting additional compensation. All requests for such additional compensation shall be in the form of a written Project Change Order.

5. The State of Alabama, Alabama Department of Environmental Management (ADEM) State Revolving Fund (SRF) Loan Program Supplemental General Conditions for SRF Assisted Public Drinking Water and Wastewater Facilities Construction Contracts, latest edition shall hereby be incorporated into the conditions of the construction contract between the Contractor and the Owner. The Contractor shall be responsible for obtaining and completing required forms and documents including subcontractor participation forms, DBE plans and goals and compliance forms.

6. The Contractor shall not be required to maintain an office in THE CITY OF OWENS CROSS ROADS for the short duration of this agreement.

7. UTILITY WARNING: The underground utilities shown on the project plans have been located from field survey information and existing drawings. The engineer makes no guarantee that the underground utilities shown comprise all utilities in the area, either in service or abandoned. The engineer further does not warrant that the underground utilities shown in plans are in the exact location indicated, although they do certify that they are located as accurately as possible from the information available. The engineer has not physically located the underground utilities. Contractor shall contact ALABAMA ONE-CALL (utility line locators) at telephone number (800) 292-8525 for utility verification prior to commencing work.

8. The Contractor shall be responsible for the installation and maintenance of reasonable erosion control measures that will prevent siltation and sedimentation on adjoining properties, roadways and waterways. Neither the Owner nor the Engineer assume any responsibility whatsoever for the maintenance of said facilities. All necessary erosion control facilities shall be installed prior to the commencement of any construction and maintained for the duration of construction until final acceptance of project by Owner.

9. The Engineer does not accept or assume any responsibility for the means, methods, techniques, sequences or procedure of construction selected by the Contractor. Further, the Engineer is not responsible for the Contractor's safety precautions and/or programs relating to the performance of work under this contract.

10. The Contractor shall erect and maintain adequate and reasonable traffic control devices for all work within public rights-of-way in accordance with Section "G" of the Alabama Manual of Uniform Traffic Control Devices, of latest revision adopted by the State of Alabama Department of Transportation.

11. The Contractor shall erect and maintain a Project Construction Sign as identified and detailed within the State of Alabama, Alabama Department of Environmental Management (ADEM) State Revolving Fund (SRF) Loan Program Supplemental General Conditions for SRF Assisted Public Drinking Water and Wastewater Facilities Construction Contracts. The project sign shall be constructed of ½" MDO plywood and measure 4'x8' as prescribed. Sign shall be painted and maintained in good condition throughout the duration of the project.

12. Liquidated damages for this contract are **\$800** per calendar day.

Section 13 GENERAL SPECIFICATIONS

A. DEFINITION OF TERMS:

The word "BIDDER" when used in this Contract shall mean any individual, firm or corporation submitting a proposal for the WORK contemplated, acting directly or through a duly authorized representative.

The word "CITY" when used in this Contract shall mean THE CITY OF OWENS CROSS ROADS, ALABAMA, a municipal corporation, located in the State of Alabama, which for the purposes of this agreement is the Owner of the project.

The word "CONTRACTOR" when used in this Contract shall mean any individual, firm or corporation undertaking this Contract with the City of Owens Cross Roads, Alabama.

The word "ENGINEER" when used in this Contract shall mean the CITY ENGINEER of the City of Owens Cross Roads, Alabama, or his authorized representative.

The word "INSPECTOR" when used in this Contract shall mean the person employed to inspect the materials used and the WORK performed under this Contract.

The word "STREET" includes any or all portions of any dedicated street, avenue, alley, road or other public highway.

B. INSTRUCTIONS TO BIDDERS:

1. PROPOSAL FORMS:

The Engineer will furnish bidders with a "Form of Proposal". No proposal will be considered unless submitted on this form.

The proposal form will state the location and description of the contemplated construction and will show the main construction scope element items and the various quantities of WORK to be performed. Should any such special specifications or provisions within the proposal form conflict with the standard specifications the "Special Conditions" shall govern. All papers bound with or attached to the proposal form are necessary parts thereof and must not be detached.

2. BIDDERS:

Bidders must fill out their bids by typing or in ink. All prices must be shown in clear and legible figures and the proposal must be signed correctly. If the proposal is made by an individual, his full name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the person signing the proposal must show the name of the State under the laws, of which the corporation was chartered, and the names, titles and business addresses of the President, Secretary and Treasurer.

Anyone signing the proposal as the agent of another or others must file with it legal evidence of his authority to do so.

Bidders acknowledge that should the bid amount in any fraction or as a whole exceed \$50,000.00, the Bidder shall submit evidence of possession of a State of Alabama General Contractor's License with any bid.

3. INFORMAL PROPOSALS:

Any Bidder who fails to submit any information required on the bid proposal form by typing or in ink, in clear and legible writing, for any item of WORK included in the proposal, or which contains any price which, in the opinion of the Engineer, is out of line with other prices currently bid, may be deemed informal and such bid may be rejected.

Bidders are cautioned not to attach any conditions or provisions to their proposal, or later to the proposal in any way, as such conditions, provisions or alterations may render the bid informal and cause its rejection. Only those proposals that are submitted in full conformity with the advertisement of the Engineer and as prescribed in these specifications shall be eligible for consideration and action by the Owner.

4. BID BOND:

Each Bidder must enclose with his proposal a certified check or a proposal bond for the amount stipulated in the proposal form furnished by the Engineer as a guarantee that he will, if awarded the WORK according to the terms of his proposal, enter into a contract within **FOURTEEN (14) CALENDAR DAYS** after notice from the Engineer that the instrument is ready for signature.

As soon as the lowest responsible and qualified bidder has been determined, certified checks will be returned to all Bidders other than the lowest bidder for each kind or character of WORK, and the certified check of the successful Bidder will be returned to him on the signing of the Contract.

Should the Bidder to whom the WORK is awarded fail to enter into contract within the allotted time, the amount of the guarantee deposited by him will, ipso facto, be forfeited to THE CITY OF OWENS CROSS ROADS, not as a penalty but as acknowledged liquidated damages.

5. FAMILIARITY WITH LAWS:

The Bidder is assumed to have made himself familiar with all State laws and local ordinances and regulations which in any manner affect those engaged or employed in the WORK, or in any way affect the conduct of the WORK, and no plea of misunderstanding will be considered on account of ignorance thereof. If the Bidder or Contractor discovers any provision in the plans, specifications or Contract which is contrary to or inconsistent with any such law, ordinance or regulation, he shall immediately report it to the Engineer in writing.

6. EQUAL OPPORTUNITY:

The Contractor shall comply with and be governed by any applicable Equal Opportunity provisions outlined in the Proposal.

7. FAMILIARITY WITH PLANS AND PROPOSED WORK:

The Bidder shall personally examine carefully the site of, proposal, plans, specifications and contract form for the proposed WORK. The Engineer shall assume that each Bidder has satisfied himself as far as it is practicable to do so, both by personal investigation and inquiry from informed sources, as to the conditions to be encountered, to the character, quality and quantities of WORK to be performed, and materials to be furnished as to the requirement of these specifications and contract. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution of any part of this WORK.

Bidders are invited to call on the Engineer for such additional information concerning the character and extent of the proposed WORK as they deem necessary to intelligently bid. However, items discussed will not materially alter the scope of WORK unless distributed to all Bidders in writing.

By the term "according to plans" or "as indicated on plans" wherever used in these specifications, is meant the plans that have been prepared at the direction of the Engineer and are on file in the office of the Engineer. Such plans are understood and agreed to form an essential part of these specifications; however, the plans, profiles and specifications are intended to be explanatory and supplementary of one another. Should any discrepancy appear, or commission of errors in either plans or specifications, corrections may be made when such correction is necessary for the proper fulfillment of their intentions as construed by the Engineer.

A non-refundable deposit, in an amount depending on their size, may be required on all printed plans furnished to prospective bidders. This deposit must be submitted in the form of a check, in favor of RGS Civil Design LLC. Electronic copies of plans and bid documents will be provided at no charge.

8. PATENT FEES AND ROYALTIES:

If the Contractor is required to or desires to use any design, device, material or process covered by letters, patent or copyright, he shall make the necessary legal agreement with the patentee or owner. In the event

of his failure to do so, the Contractor and the Surety shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of such patented design, device, material or process, or any trade-mark or copyright, used in connection with the WORK to be executed under the Contract and shall indemnify the City for any costs, expenses or damages which it may have to pay by reason of any such infringement.

9. PERMITS AND LICENSES:

The Contractor shall procure such permits and licenses and pay such charges as may be necessary for the lawful prosecution of the WORK. The Contractor, at a minimum, shall obtain a business license and vendor approval for work for and within the City limits of Owens Cross Roads.

10. QUANTITIES:

Bidders shall propose a total lump sum bid price for the project activity scope of WORK as described in the proposal. A short list of major work items are listed in the bid proposal with a requested price for those items for the information of the owner and engineer. Those specified items are approximate and non-specific. The total lump sum price for the project work shall determine the value of each proposal.

11. PRICES:

The price bid for the project shall include the furnishing of all materials, labor, tools, and services necessary to complete the same in accordance with the plans and specifications in a first class manner to provide project completion.

12. PROPOSALS:

Proposals shall be enclosed in an envelope, and sealed and endorsed: "PROPOSAL" and addressed to the City Clerk of THE CITY OF OWENS CROSS ROADS. Proposals shall be submitted electronically via email to Christie Eason, City Clerk at christie.eason@owenscrossroadsal.gov, by mail, or by an agent, in a sealed envelope at any time prior to the day and hour set for the opening of the bids.

It will be necessary for the Bidder to inscribe on the said envelope both his name and the WORK for which he is bidding.

Proposals will be opened in the Council Chambers, City Hall, Owens Cross Roads, Alabama, on the date and time set forth in the advertisement "NOTICE TO CONTRACTORS". Bidders are invited to be present.

13. REJECTION OF PROPOSAL:

The City Council of THE CITY OF OWENS CROSS ROADS reserves the right to reject any or all proposals.

The Contract will not be awarded to any person who is, from any cause, in arrears to the City, or who has failed in any former contract with the City to perform work satisfactorily, either as to character of the work or as to time consumed in its execution. If required, satisfactory evidence must be presented to the Engineer that the Bidder has been regularly engaged in construction work of the kind which he proposes

to do or is reasonably familiar therewith, and is fully prepared with the necessary capital, materials and machinery to conduct the work to be constructed to the satisfaction of the Engineer and to begin it promptly on award.

Reasonable grounds for supposing that any bidder is interested in more than one proposal will cause the rejection of all proposals in which he is deemed to be interested. Any or all proposals will be rejected if there is reason for believing that collusion exists amongst the bidders. Proposals in which the prices are obviously unbalanced will be rejected.

14. AWARD OF CONTRACT:

The award will be made within **THIRTY (30)** days after the date on which bids are opened, provided a satisfactory bid has been received.

15. BONDS OF CONTRACTORS:

Any person, firm or corporation entering into a contract with the City or subdivision thereof for the repair or construction of any public building or public work, highways or bridges, is required before commencing such work to execute a performance bond, with penalty equal to one-hundred (100%) percent of the amount of the contract price, and in addition thereto, another bond with good and sufficient surety payable to the City or subdivision letting the contract, in an amount not less than fifty percent (50%) of the contract price, with the obligation that such contractor shall promptly make payments to all persons supplying him or it with labor, materials, feed-stuffs, or supplies for, or in the prosecution of, the work provided for such contract, and for the payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in suits on said bond. The successful Bidder must, within **FOURTEEN (14)** days after the award to him, and before entering into contract, furnish bonds in accordance with the above requirements and file same with the Engineer and the contract shall not be signed until the bonds are so filed.

16. WORKMEN'S COMPENSATION:

The Contractor shall take out and maintain during the life of this contract Workmen's Compensation Insurance for all of his employees employed at the site of the project, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engage in hazardous work under this contract at the site of the project and is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause such subcontractor to provide adequate coverage for the protection of his employees not protected.

17. INSURANCE COVERAGE AND CANCELLATION PROVISIONS:

Each policy of insurance covering the Contractor's or subcontractor's operations under this contract shall provide either in the body of the policy or by an appropriate endorsement therein that such policy cannot be altered or canceled in less than **TEN (10)** days after the mailing of written notice to the assured (insured) of such alteration or cancellation or not less than **FIVE (5)** days after actual receipt by the assured (insured) of written notice of such alteration or cancellation.

The certificate of insurance shall include a statement that all alteration or cancellation provisions contained in the policy comply with the requirements stated herein, and proof of the issuance and delivery of such policy so complied shall be furnished to the City before the WORK is entered into.

18. SUBLETTING OR ASSIGNING CONTRACTS:

All awards will be made with the understanding that the WORK will be performed by the Contractor to whom the award is made with the assistance of workmen under his immediate superintendence and the contract shall not be sold, sublet or assigned to another contractor or person except with the written consent of the Engineer. In no event will the Contractor be released from responsibility.

19. RETAINAGE FOR PARTIAL PAYMENTS:

There shall be retained from each partial payment made under this agreement an amount of five (5) percent of the estimated amount of work completed up to 50% completion of the contract amount. This retainage will be held until final payment under this agreement is made by the Owner and all other work has been acceptably completed.

20. TERMINATION OF CONTRACT:

The Contract, of which these specifications form a part, may be terminated by the City for any or all of the following reasons:

- (a) Substantial evidence that the progress made by the Contractor is insufficient to complete the WORK within the specified time.
- (b) Deliberate failure on the part of the Contractor to observe the requirements of these specifications.
- (c) Failure on the part of the Contractor to promptly make good any defects in material or workmanship that may be indicated to him by the Engineer.

The City may, after giving the Contractor (and the Surety, if there is one) seven (7) days' written notice and to the extent permitted by laws and regulations, terminate the services of the Contractor, exclude the Contractor from the site and take possession of the WORK and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the WORK all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the WORK as the City may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the WORK (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the City. Such costs incurred by the City will be approved as to reasonableness by the Engineer and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph the City shall not be required to obtain the lowest price for the WORK performed.

Where the Contractor's services have been so terminated by the City, the termination will not affect any rights or remedies of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by the City will not release Contractor from liability.

Upon seven (7) days' written notice to the Contractor and Engineer, the City may, without cause and without prejudice to any other right of remedy, elect to abandon the WORK and terminate the Agreement. In such case, the Contractor shall be paid for all WORK executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

The Contractor may stop work or terminate if, through no act or fault of the Contractor, the WORK is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or Engineer fails to act on any Application for Payment within thirty days after it is submitted, or the City fails for thirty days to pay the Contractor any sum finally determined to be due, the Contractor may, upon seven days' written notice to the City and Engineer, terminate the Agreement and recover from the City payment for all WORK executed and any expenses sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on an Application for Payment or the City has failed to make any payment as aforesaid, the Contractor may upon seven days' written notice to the City and Engineer stop the WORK until payment of all amounts then due. The provisions of this paragraph shall not relieve the Contractor of the obligations to carry on the WORK in accordance with the progress schedule and without delay during disputes and disagreements with the City.

(All claims, disputes and other matters in question between the City and the Contractor arising out of, or relating to the Contract Documents or the breach thereof, (except for claims which have been waived by the making or acceptance of final payment) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Section.) This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this section will be specifically enforceable under the prevailing law of any court having jurisdiction.

The award rendered by the arbitrators will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10,11).

21. CONTRACTOR'S OFFICE AND SUPERINTENDENT:

The Contractor will not be required to maintain an office in THE CITY OF OWENS CROSS ROADS during the performance of the work.

22. STREET SIGNS:

Any street signs damaged by Contractor's forces, or which have to be reset in the progress of the WORK, shall be replaced or moved by the Contractor, at this own expense, as directed by the Engineer.

23. SAFETY MEASURES:

The Contractor shall take all reasonable steps to prevent injury to persons (including employees) and property in performance of this Contract including all steps and actions required under safety provisions of applicable laws and applicable building construction codes. The Contractor shall further be required to guard all machinery, equipment, and explosives and to eliminate all hazards in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America. The City or Engineer assumes no responsibility for project safety.

24. RELEASE:

The Contractor and each assignee under the assignment in effect at the time of final payment shall, if required by the Engineer, execute and deliver at the time of and as a condition precedent to final payment, a release in form and substance satisfactory to and containing such exceptions as may be found appropriate by the Engineer, discharging THE CITY OF OWENS CROSS ROADS, its officers, agents and employees of and from liabilities, obligations, and claims arising under this contract, along with proof of advertisement of the completion of the Work as required by Title 39, Chapter 1, Section 1 of the Code of Alabama, 1975, as amended.

25. WAGES:

Minimum rates of wages for work performed under this contract shall be in accordance with the Davis Bacon Wage Rate Decision AL20240120 dated January 5, 2024 for Heavy Construction applicable to Limestone and Madison Counties in the State of Alabama.

(a) All mechanics and laborers employed or working upon the site of the WORK shall 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 the Anti-Kickback Regulations of the Secretary of Labor (29 DF2 Part 3)), the full amounts due at the time of payment computed at wage rates not less than those contained in the Davis-Bacon Wage Rate Schedule is (are) attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractor and such laborers and mechanics. The wage rates shall be posted by the Contractor at the site of the WORK in a prominent place where it (they) can be easily seen by the workers. (See page 3 of 4 of Section 6A, Item D)

(b) Each contractor or subcontractor is required to furnish a sworn affidavit with respect to wages paid to his employees engaged on work covered by these regulations during the preceding weekly payroll period. The affidavit shall be executed and sworn to by the Contractor or subcontractor who supervises the payment of wages, and shall be in the following form:

(STATE OF ALABAMA)

(MADISON COUNTY)

I, _____, _____, being duly sworn, do depose and say:
(name of party signing affidavit), (title)

That I pay or supervise the payment of the persons employed by _____ on the
(Contractor or subcontractor)

WORK and that during the payroll period commencing on the _____ day of _____, 202__, and ending the _____ day of _____, 202__, all persons employed on said project have been or will be paid either directly or indirectly to or on behalf of said (Contractor or subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full weekly wages earned by any person, other than permissible deductions as defined in the regulations under the "Anti-Kickback Act" (48 Sta. 948) and described below:

(Paragraph describing deductions, if any)

Signature and title

Sworn to before me this _____ day of _____

Notary Public

The Contractor or subcontractor shall deliver the weekly payroll affidavit to the Engineer within seven (7) days after the regular payment date of the payroll period.

Contractors and subcontractors will be expected to preserve their weekly payroll records for a period of three years from the date of completion of the Contract. The payroll records should set out accurately and completely the name, occupation and hourly wage rate of each employee, hours worked by him during the payroll period, the full weekly wage earned by him, any deductions made from such weekly wages, and the actual weekly wages paid to him.

(c) Apprentices will be permitted to work only under a bona fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, U.S. Department of Labor; or, if no such recognized Council exists in the State, under a program registered with the Bureau of Apprenticeship, U.S. Department of Labor.

(d) The Contractor shall allow and permit the Owner, City Clerk, City Engineer or their duly authorized representative to inspect and review all payrolls, records of personnel, conditions of employment, invoices of materials, books of accounts and other relevant data and records pertinent to the Contract and subcontracts.

26. LIABILITY INSURANCE:

The Contractor shall provide the City with an acceptable certificate or certificates of insurance showing that he and his subcontractors are insured against claims for damage for death and bodily injury, as well as against claims for property damage which may arise from or out of the performance of the WORK, whether such performance is by himself, his subcontractor, or anyone directly or indirectly employed by him. Such insurance shall cover without limitation, collapse, explosive hazards and underground work by equipment on the street, and shall include protection against liability for death, personal injury and property damage arising from completed operations. The amount of the insurance for death or bodily injury shall be in an amount of not less than \$100,000.00 for each person, and \$300,000.00 for each accident, and for property damage in an amount of not less than \$100,000.00. The insurance shall be written by a corporate insurance carrier authorized to do business in the State of Alabama. No insurance required hereunder shall be subject to cancellation without the giving of three days prior notice thereof to the Engineer. The Contractor shall not commence WORK under the contract until he has procured the required insurance and said insurance is in force and effect. The Contractor shall maintain the insurance coverage required at all times from the beginning of the WORK under the contract until the WORK has been completed and accepted by the City. Certificates of Insurance shall be provided along with Performance and Labor and Material Bonds prior to the Owner's Execution of Construction Agreement.

27. FEDERAL TRANSPORTATION TAX:

The successful Bidder on this project is hereby authorized to have construction materials which will be incorporated in and become a part of the project, and which will become the property of THE CITY OF OWENS CROSS ROADS upon the incorporation thereof in the project or upon completion of the project, to consign the same to THE CITY OF OWENS CROSS ROADS in case of himself. The successful Bidder shall be liable for payment of all charges for transportation of such materials and shall pay such charges promptly and shall not be entitled to reimbursement therefor from THE CITY OF OWENS CROSS ROADS. The obligation of the successful Bidder to pay such charges shall be covered by his bond, and such obligation shall also be secured by any monies due such successful bidder from the City. It is the intention of this notice in the proposal form to comply with the ruling of the Internal Revenue Service, Section 3475 (b) of the Internal Revenue Code and all acts amendatory thereto, and to thereby exempt from the 3% Federal Transportation tax said materials.

28. LIQUIDATED DAMAGES:

Should the Contractor, or in case of default, the Surety, fail to complete the work within the time stipulated in the contract or the adjusted time as granted by the Owner, a deduction for each calendar day that any work shall remain uncompleted, in an amount indicated in Section 13 - Special Conditions, shall be deducted from any monies due the Contractor on monthly estimates. Any adjustments due to approved time extensions or overruns in the contract amount will be made on the monthly, semi-final or final estimate as may be appropriate.

Liquidated damages assessed as provided in these Specifications is not a penalty, but is intended to compensate the Owner for increased time in administering the contract, supervision, inspection and engineering, particularly that engineering and inspection which requires maintaining normal field project engineering forces for a longer time on any construction operation or phase than originally contemplated when the contract period was agreed upon in the contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner any of its rights under the contract.

Section 14
SUPPLEMENTAL GENERAL CONDITIONS

OWENS CROSS ROADS NEW WWTP

PROJECT NUMBER: CS010972-01

for the

City of Owens Cross Roads, Alabama

All work included in this project shall meet all hereto referenced supplemental general conditions as set forth by State of Alabama, Alabama Department of Environmental Management (ADEM) State Revolving Fund (SRF) Loan Program.

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



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

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

**Supplemental General Conditions
for SRF Assisted**

Public Drinking Water and Wastewater
Facilities Construction Contracts



SRF Project Number: _____

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I – ADEM Special Conditions

1. Construction within State rights-of-way shall be in accordance with the Alabama Department of Transportation policies and procedures.
2. Construction is to be carried out in compliance with applicable NPDES permits and in a manner that prevents bypassing of raw wastewater flows during construction. If bypassing is anticipated, the ADEM NPDES Enforcement Branch (334-271-7975) shall be advised in advance and the contractor shall take all necessary steps to minimize the impacts of bypassing.
3. Siltation and soil erosion shall be minimized during construction. The contractor shall obtain an NPDES storm water permit for construction if required.
4. The owner shall provide and maintain competent and adequate supervision and inspection.
5. ADEM and EPA shall have access to the site and the project work at all times.
6. These Special Conditions shall supersede any conflicting provisions of this contract.
7. **A project sign is required.** See **Parts XVII and XVIII, pages SGC-36 – SGC-37**, for more information.

II – Bonds and Insurance

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

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

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

III – Utilization of Disadvantaged Businesses Enterprises (DBEs)

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

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

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

For purposes of clarification:

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

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

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

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

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

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the resources, services, and assistance of the AL Department of Transportation (ALDOT), Small Business Administration (SBA), and the Minority Business Development Agency of the Department of Commerce (MBDA).
6. If the Contractor awards subcontracts, it must take the steps described in items (1) through (5) listed above.

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

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

1. SRF project number and project name/loan name*. (*not contract name)
2. List of **all** subcontractors (DBE and non-DBE) with name, address, telephone number, estimated contract dollar amount and duration. If there are to be no subcontractors, please indicate such in a letter on company letterhead.
3. List of any subcontract work yet to be committed with estimate of dollar amount and duration of contract.
4. MBE-WBE (DBE) Documents - See **Part V, page SGC-6**.
5. Debarred Firms Certification – See **Part XIV, page SGC-25**.
6. Certification Regarding Equal Employment Opportunity – See **Part XIII, page SGC-24**.

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

Laketa Ross, Accountant
 Administrative Section
 Fiscal Branch
 Alabama Department of Environmental Management
 Post Office Box 301463
 Montgomery, Alabama 36130-1463

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

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

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

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

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

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

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

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

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

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

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

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

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

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

-

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

The following organizations may provide assistance in soliciting DBE participation:

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

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

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

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

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

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

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

NOTE:

- (1) The Loan Recipient (Owner) and the proposed Prime Contractor shall use the necessary resources to identify and directly solicit no less than three (3) certified DBE/MBE/WBE companies to bid in each expected contract/subcontract area. If a diligent and documented search of ALDOT, SBA, and MBDA directories does not identify three (3) potential certified DBE/MBE/WBE firms, then the proposed Prime Contractor shall post an advertisement in, at least, one (1) of the other online or print resources. Whenever possible, post solicitation for bids or proposals should be posted/advertised for a minimum of 30 calendar days before the bid or proposal closing date.**
- (2) Expenditures to a DBE that acts merely as a broker or passive conduit of funds, without performing, managing, or supervising the work of its subcontract in a manner consistent with normal business practices may not be counted.**
- (3) The proposed Prime Contractor should attempt to identify and first solicit DBEs in the geographic proximity of the project before soliciting those located farther away.**
- (4) In addition, our SRF DBE Compliance Staff is readily available for assistance, as follows: Laketa Ross at (334) 271-7727 or laketa.ross@adem.alabama.gov OR Diane Lockwood (DBE Coordinator) at (334) 271-7815 or dpl@adem.alabama.gov.**

VII – DBE Compliance Form

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

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

CERTIFICATIONS:

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

(Proposed Prime Contractor Signature) Date _____

(Printed Name and Title)

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

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

(Signature of Loan Recipient (Owner)) Date _____

OR**

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

(Printed Name and Title)

GENERAL INFORMATION:

Loan Recipient (Owner) Contact: _____

Loan Recipient (Owner) Phone Number/Email: _____

Consulting Engineer Contact: _____

Consulting Engineer Phone Number/Email: _____

Proposed Prime Contractor: _____

Proposed Prime Contractor Contact: _____

Proposed Prime Contractor Phone Number/Email: _____

Proposed Prime Contract Amount: \$ _____

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

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

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

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

NOTE:

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

Loan Recipient (Owner) DBE Submittal

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

Prime Contractor DBE Submittal

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

VIII - EPA Form 6100-2 DBE Subcontractor Participation Form



OMB Control No: 2090-0030

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

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

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

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

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

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

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

IX - EPA Form 6100-3 DBE Subcontractor Performance Form



OMB Control No: 2090-0030

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

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

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

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

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

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

IX - EPA Form 6100-3 DBE Subcontractor Performance Form



OMB Control No: 2090-0030

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

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

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

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

X - EPA Form 6100-4 DBE Subcontractor Utilization Form



OMB Control No: 2090-0030

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

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

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

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

Continue on back if needed

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

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

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

X - EPA Form 6100-4 DBE Subcontractor Utilization Form



OMB Control No: 2090-0030

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

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

Prime Contractor Signature	Print Name
Title	Date

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

Instructions:

A. General Instructions:

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

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

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

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

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

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

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

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

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

B. Definitions:

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

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

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

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

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

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

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

Good Faith Efforts

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

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

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

C. Instructions for Part I:

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

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

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

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

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

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

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

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

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

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

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

5B. Self-explanatory.

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

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

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

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

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

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

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

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

D. Instructions for Part II:

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

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

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

3. Dollar value of procurement.

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

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

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

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

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

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

XII – Changes to Approved DBE Compliance Form

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

Loan Recipient: _____ Loan (Project) Number: _____

CERTIFICATIONS:

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

(Prime Contractor Signature) Date _____

(Printed Name and Title)

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

(Signature of Loan Recipient (Owner)) Date _____

OR*

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

(Printed Name and Title)

GENERAL INFORMATION: (Please attach additional pages to address 1 through 5, as needed.)

- (1) If an approved subcontractor is terminated or replaced, please identify this company and briefly state the reason.
- (2) For new or additional subcontractors, list name, trade, address, telephone number, contact person, dollar amount of subcontract and DBE status.
- (3) Attach proof of certification by EPA, SBA, DOT (or by state, local, Tribal or private entities whose certification criteria match EPA's) for each subcontractor listed as a DBE, MBE or WBE.
- (4) Attach documentation of solicitation effort for prospective DBE firms, such as fax confirmation sheets, copies of solicitation letters/emails, printouts of the online solicitations, printouts of online search results, affidavits of publication in newspapers, etc. The prime contractor is strongly encouraged to follow up each solicitation with, at least, one (1) logged phone call. Whenever possible, post solicitation for bids or proposals should be for a minimum of 30 calendar days before the bid or proposal closing date.
- (5) Provide justification for not selecting a certified DBE subcontractor that submitted a low bid for any subcontract area.

XIII – Certification Regarding Equal Employment Opportunity

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

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

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

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

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

PRIME CONTRACTOR'S CERTIFICATION:

Prime Contractor's Name: _____

Address: _____

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

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

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

Signature of Prime Contractor: _____

Title: _____

Date: _____

XIV – Debarred Firms Certification

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

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

Project Name/Loan Name*:

(*not **Contract** Name)

SRF Project No.:

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

Signature of Prime Contractor:

Title:

Date:

XV – Davis-Bacon and Related Acts

Labor Standards Provisions for Federally Assisted Contracts

Wage Rate Requirements Under FY 2013 Continuing Appropriation

I. Requirements under the Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Cynthia Y. Edwards at Edwards.Cynthiay@epa.gov or at 404-562-9340 of EPA, Region 4 Grants and SRF Management Section, for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract Subcontract Provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2010 appropriation , the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms/wh347> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.

If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages.

The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information

indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract . Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/agencies/whd/contact/local-offices>.

(Insert applicable wage rate determination here.)

Wage Rates are county specific for *Heavy Construction* and can be found at:
<https://sam.gov/content/wage-determinations>

XVI – American Iron and Steel Requirement

Section 4.13 Compliance with 2014 Appropriations Act. (a) The Loan Recipient agrees to comply with all federal requirements applicable to the Authority Loan (including those imposed by P.L. 113-76, Consolidated Appropriations Act (the "2014 Appropriations Act") and related SRF Policy Guidelines) which the Loan Recipient understands includes, among other things, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel") unless (i) the Loan Recipient has requested and obtained a waiver from the U.S. Environmental Protection Agency pertaining to the Project or (ii) the Authority has otherwise advised the Loan Recipient in writing that the Buy American Requirement is not applicable to the Project. .

(b) The Loan Recipient also agrees to comply with all recordkeeping and reporting requirements under the Clean Water Act (codified generally under 33 U.S.C. §1251 et seq.) (the "Clean Water Act"), including any reports required by a federal agency or the Authority such as performance indicators of program deliverables, information on costs and Project progress. The Loan Recipient understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and (ii) failure to comply with the Clean Water Act and this Agreement may be an Event of Default hereunder that results in a repayment of the Authority Loan in advance of the maturity of the Evidence of Indebtedness and/or other remedial actions.

The Loan Recipient agrees to cause all contractors and subcontractors to comply with (through the inclusion of appropriate terms and conditions in all contracts, subcontracts and lower tiered transactions, such terms and conditions to be in substantially the form set forth in connection with the development and construction of the project

The Contractor acknowledges to and for the benefit of the _____, Alabama ("Purchaser"), and the Alabama Water Pollution Control Authority or the Drinking Water Finance Authority (the "State Authority") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State Authority that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State Authority or any damages owed to the State Authority by the Purchaser). While the Contractor has no direct contractual privity with the State Authority, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State Authority.

XVII – Project Sign Detail - CWSRF



STATE OF ALABAMA

Honorable (name), Governor



ALABAMA WATER POLLUTION CONTROL AUTHORITY
POLLUTION CONTROL PROJECT

(NAME OF OWNER)

(NAME OF PROJECT)



\$(amount) STATE REVOLVING FUND LOAN

(NAME OF CONTRACTOR) • CONTRACTOR
(NAME OF ENGINEER) • CONSULTING ENGINEER

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
U.S. ENVIRONMENTAL PROTECTION AGENCY

1. Sign is to be constructed of ½” MDO plywood, 4’ x 8’. Alternate materials may be used if approved by ADEM prior to use.
2. Paint with two (2) coats oil-base enamel before lettering.
3. Background color white; lettering black.
4. Lettering may be painted or vinyl. All lettering sizes to be proportionate to sign layout.
5. Sign shall be attached to 4” x 4” x 8’ treated posts. Alternatives may be used if approved by ADEM prior to use.
6. Sign shall be placed in prominent location, easily readable from existing street or roadway.
7. Sign shall be maintained in good condition until completion of project.

XVIII – Project Sign Detail - DWSRF

 <p>ADEM Alabama Department of Environmental Management</p>	<p>STATE OF ALABAMA Honorable (Name), Governor</p>	
<p>ALABAMA DRINKING WATER FINANCE AUTHORITY INFRASTRUCTURE PROJECT</p>		
<p>(NAME OF OWNER) (NAME OF PROJECT)</p>		
<p>\$(amount) STATE REVOLVING FUND LOAN</p>		
<p>(NAME OF CONTRACTOR) • CONTRACTOR (NAME OF ENGINEER) • CONSULTING ENGINEER</p>		
<p>ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT U.S. ENVIRONMENTAL PROTECTION AGENCY</p>		

[Two vertical rectangular posts are shown below the sign frame, representing the support structure.]

1. Sign is to be constructed of ½” MDO plywood, 4’ x 8’. Alternate materials may be used if approved by ADEM prior to use.
2. Paint with two (2) coats oil-base enamel before lettering.
3. Background color white; lettering black.
4. Lettering may be painted or vinyl. All lettering sizes to be proportionate to sign layout.
5. Sign shall be attached to 4” x 4” x 8’ treated posts. Alternatives may be used if approved by ADEM prior to use.
6. Sign shall be placed in prominent location, easily readable from existing street or roadway.
7. Sign shall be maintained in good condition until completion of project.

XIX – Construction Contract Requirements

This checklist is to be completed by the Loan Recipient (Owner)/Engineer when submitting plans and specifications to the SRF Section for review. It affirms to the SRF reviewer that the Loan Recipient (Owner)/Engineer has addressed these items (in boilerplate form) within the specifications manual.

Contract Page No.	Satisfied Yes/No	
_____	_____	Bid Advertisement (including date, time, and location of bid opening).
_____	_____	Bid Bond.
_____	_____	Performance Bond (100%).
_____	_____	Payment Bond (Not less than 50%).
_____	_____	Contract Length.
_____	_____	Liquidated Damages.
_____	_____	Liability Insurance (including workman's comp, public liability, and builder's risk, if applicable).
_____	_____	Method of Award (i.e. lowest, responsive, responsible bidder).
_____	_____	Air testing of gravity sewers (if applicable).

Within 14 days after the bid opening, the Loan Recipient (Owner)/Engineer is to prepare the Project Review and Cost Summary (per the **PR&CS Checklist, page SGC-39**) and submit it to the SRF Section of ADEM. Upon completion of review, a written ATA (Approval-to-Award) will be issued.

NOTE:

The Loan Recipient (Owner) assumes all financial risk, if the construction contract is awarded prior to the issuance of an ATA letter by the SRF Section.

XX – Project Review and Cost Summary

<h2 style="margin: 0;">ADEM</h2> <p style="font-size: small; margin: 0;">Alabama Department of Environmental Management</p>	<h2 style="margin: 0;">SRF Project Review and Cost Summary</h2>	Form Revised 07-2021
<p>This form is to be completed and submitted (with supporting documentation) to the SRF Section <u>within 14 days after bid opening</u>. Following satisfactory review, an ATA (Approval-to-Award) letter will be issued. After the ATA is issued/award of the contract, a pre-construction conference should be scheduled (with the SRF Project Manager in attendance). <u>A complete, bound set of the executed contract documents manual should be forwarded to the SRF Section for review and written approval following the pre-construction conference.</u></p>		
<p>Loan Recipient: _____ Project Number: _____</p> <p>Project Name: _____</p> <p>Contract Number: _____ Contract Name: _____</p>		
<p>1. Date of plans and specifications concurrence letter from ADEM-SRF Section: _____</p> <p style="padding-left: 40px;">Date of construction permit issuance from ADEM-DW Branch: _____</p>		
<p>2. Attach copies of the following documents:</p>		
<p>___ a. Bid advertisement with certification by publisher and date(s) of publication.</p> <p>___ b. Certified bid tabulation.</p> <p>___ c. Proposal of the selected bidder.</p> <p>___ d. Bid bond.</p> <p>___ e. Engineer’s letter to the loan recipient recommending award of the contract. If the award is made to other than the low bidder, provide justification.</p> <p>___ f. Site certificates for the project, if not previously submitted with the SRF loan application.</p> <p>___ g. <u>DBE Documentation from the loan recipient (owner) and the prime contractor.</u> Utilization, solicitation and documentation requirements (with a list of required documents) are discussed in detail in Parts III - V (pages SGC-3 - SGC-23) of the ADEM <i>SRF Supplemental General Conditions</i> for SRF Assisted Public Drinking Water and Wastewater Facilities Construction Contracts.</p> <p>___ h. Copy of the wage determination used in bidding.</p> <p>___ i. Any addenda that have been issued after ADEM review of the plans and specifications.</p>		
<p>Comments:</p> <p>_____</p> <p>_____</p>		

Section 15
Davis-Bacon Wage Rate Determination

OWENS CROSS ROADS NEW WWTP

PROJECT NUMBER: CS010972-01

for the

City of Owens Cross Roads, Alabama

All work under this agreement and costs of labor employment by prime contractor and all subcontractors shall be subject to Davis Bacon wages. The General Decision Number for this project is AL20240120, dated January 05, 2024 applicable to Limestone and Madison Counties in the State of Alabama for Heavy Construction.

The wage rate decision is attached.

"General Decision Number: AL20240120 01/05/2024

Superseded General Decision Number: AL20230120

State: Alabama

Construction Type: Heavy

Counties: Limestone and Madison Counties in Alabama.

HEAVY CONSTRUCTION PROJECTS

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

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:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
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:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

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

Modification Number Publication Date
0 01/05/2024

CARP1209-001 01/01/2021

	Rates	Fringes
CARPENTER (Includes Form Work)...	\$ 26.15	13.11

SUAL2015-048 08/02/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER, Includes Water Sewer Lines.....	\$ 13.71 **	0.00
ELECTRICIAN.....	\$ 19.56	0.00
LABORER: Common or General, Includes Water Sewer Lines.....	\$ 14.77 **	6.10
LABORER: Pipelayer, Includes Water Sewer Lines.....	\$ 14.65 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe, Includes Water Sewer Lines.....	\$ 16.54 **	0.00
OPERATOR: Loader, Includes Water Sewer Lines.....	\$ 17.64	2.14
TRUCK DRIVER: Dump Truck, Includes Water Sewer Lines.....	\$ 12.56 **	2.12

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

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"