

BALCH ROAD

LIFT STATION

MADISON UTILITIES
MADISON, ALABAMA



VOLUME 1
CONTRACT DOCUMENTS GROUP



2143 ARLINGTON BLVD, SUITE 3
FLORENCE, ALABAMA 35630
TEL 256-766-9430

DECEMBER
2018

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SECTION 00 01 00 – TABLE OF CONTENTS

**MADISON UTILITIES
BALCH ROAD LIFT STATION**

VOLUME 1 – CONTRACT DOCUMENTS GROUP

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 11 13	ADVERTISEMENT FOR BIDS
00 21 13	INSTRUCTIONS TO BIDDERS
00 42 00	PROPOSAL FORM
00 43 13	BID SECURITY FORM
00 43 22	UNIT PRICES FORM
00 43 24	BASIS OF PAYMENT
00 43 33	PROPOSED PRODUCTS FORM
00 43 36	PROPOSED SUBCONTRACTORS FORM
00 45 13	BIDDER'S QUALIFICATIONS
00 50 00	NOTICE OF AWARD
00 52 00	AGREEMENT FORM
00 55 00	NOTICE TO PROCEED
00 61 13	PERFORMANCE BOND FORM
00 61 14	PAYMENT BOND FORM
00 71 00	CONTRACTING DEFINITIONS
00 72 00	GENERAL CONDITIONS
00 73 00	SUPPLEMENTARY CONDITIONS

APPENDIX A

STATE OF ALABAMA BEST MANAGEMENT PRACTICES

APPENDIX B

WOODARD & CURRAN SCADA INTEGRATION & ENGINEERING SERVICES

VOLUME 2 – SPECIFICATIONS GROUP

DIVISION 01 - GENERAL REQUIREMENTS

01 11 00	SUMMARY OF WORK
01 11 20	PROJECT COORDINATION
01 29 00	PAYMENT PROCEDURES
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
01 33 00	SUBMITTAL PROCEDURES
01 40 00	QUALITY REQUIREMENTS
01 42 00	REFERENCES
01 50 00	TEMPORARY FACILITIES AND CONTROLS

- 01 60 00 PRODUCT REQUIREMENTS
- 01 77 00 CLOSEOUT PROCEDURES
- 01 78 30 WARRANTIES AND BONDS

DIVISION 03 - CONCRETE

- 03 11 00 CONCRETE FORMING
- 03 30 00 CAST-IN-PLACE CONCRETE

DIVISION 04 – MASONRY

- 04 05 17 MORTAR AND MASONRY GROUT
- 04 20 00 UNIT MASONRY

DIVISION 06 – WOOD & PLASTICS

- 06 10 00 ROUGH CARPENTRY
- 06 17 53 SHOP-FABRICATED WOOD TRUSSES

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

- 07 21 00 THERMAL INSULATION
- 07 41 13 METAL ROOF PANELS
- 07 71 00 ROOF SPECIALTIES
- 07 92 00 JOINT SEALANTS

DIVISION 08 - OPENINGS

- 08 16 13 FIBERGLASS DOORS
- 08 31 13 ACCESS DOORS AND FRAMES
- 08 71 00 DOOR HARDWARE
- 08 80 00 GLAZING
- 08 90 00 LOUVERS AND VENTS

DIVISION 09 - FINISHES

- 09 90 00 PAINTING AND COATING

DIVISION 10 - SPECIALTIES

- 10 44 16 FIRE EXTINGUISHERS

DIVISION 26 - ELECTRICAL

- 26 05 00 BASIC ELECTRICAL MATERIALS AND METHODS
- 26 05 19 POWER CONDUCTORS AND CABLES 51v-600v
- 26 05 26 GROUNDING
- 26 05 33 RACEWAYS
- 26 05 34 OUTLET BOXES, JUNCTION BOXES, WIREWAYS
- 26 05 53 ELECTRICAL IDENTIFICATION
- 26 05 73 POWER DISTRIBUTION SYSTEM ELECTRICAL STUDIES
- 26 22 00 DRY TYPE TRANSFORMERS
- 26 24 16 POWER PANELBOARDS - CIRCUIT BREAKER TYPE
- 26 24 17 LIGHTING PANELBOARDS

- 26 27 26 WIRING DEVICES
- 26 29 00 MANUFACTURED CONTROL PANELS
- 26 29 23 VARIABLE FREQUENCY DRIVES
- 26 41 00 LIGHTNING PROTECTION SYSTEM
- 26 43 00 SURGE PROTECTIVE DEVICES
- 26 44 00 ELECTRICAL HEAT TRACING SYSTEMS
- 26 50 00 LIGHTING MATERIALS AND METHODS

DIVISION 27 - COMMUNICATIONS

- 27 05 00 AUXILIARY SYSTEM CABLES, 0-50V
- 27 60 00 SCADA SYSTEM
- 27 60 05 INSTRUMENTATION

DIVISION 31 - EARTHWORK

- 31 10 00 SITE CLEARING
- 31 20 00 EARTH MOVING
- 31 31 16 TERMITE CONTROL

DIVISION 32 - EXTERIOR IMPROVEMENTS

- 32 12 16 ASPHALT PAVING
- 32 31 13 CHAIN LINK FENCES AND GATES
- 32 92 00 TURF AND GRASSES

DIVISION 33 - UTILITIES

- 33 05 13 MANHOLES AND STRUCTURES

DIVISION 40 - PROCESS INTEGRATION

- 40 05 13 COMMON WORK RESULTS FOR PROCESS PIPING
- 40 23 50 DUCTILE IRON PIPE AND ACCESSORIES
- 40 23 60 PROCESS VALVES
- 40 23 61 VALVE OPERATORS AND ACTUATORS
- 40 23 63 FABRICATED GATES
- 40 23 75 INSTALLATION AND TESTING OF DUCTILE IRON PRESSURE MAINS

DIVISION 43 – PROCESS LIQUID HANDLING AND STORAGE EQUIPMENT

- 43 25 60 SUBMERSIBLE PUMPS
- 43 25 70 NATURAL GAS ENGINE DRIVEN BACKUP PUMP

DIVISION 46 – WATER AND WASTEWATER EQUIPMENT


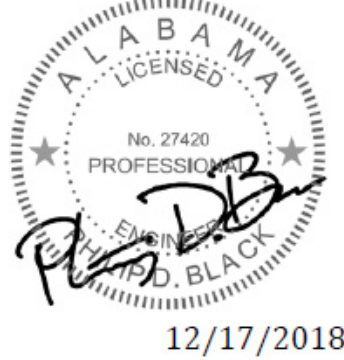
- 46 41 83 AIR POWERED MIXER SYSTEM

**MADISON UTILITIES
“CONSTRUCTION SPECIFICATIONS FOR WATER AND SANITARY SEWER”**

END OF TABLE OF CONTENTS

SECTION 00 01 07 - SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD

<p>PROJECT ENGINEER</p>	<p>Craig Swinney PE No. 32819</p> <p>Engineers of the South Florence, AL (256)766-9430</p> <p>Division 00 – 46 except where indicated as prepared by other design professionals of record.</p>	 <p>The seal is circular with a dashed outer border. Inside, the text 'ALABAMA LICENSED' is at the top, 'No. 32819' is in the center, 'PROFESSIONAL ENGINEER' is at the bottom, and 'CRAIG SWINNEY' is written in a script font across the bottom. The date '12-17-2018' is at the very bottom. A signature is written over the seal.</p>
<p>ELECTRICAL ENGINEER</p>	<p>Philip D. Black PE No. 27420</p> <p>Jackson, Renfro, & Associates, Inc. Birmingham, AL (205)995-1078</p> <p>Divisions 26 and 27</p>	 <p>The seal is circular with a dashed outer border. Inside, the text 'ALABAMA LICENSED' is at the top, 'No. 27420' is in the center, 'PROFESSIONAL ENGINEER' is at the bottom, and 'PHILIP D. BLACK' is written in a script font across the bottom. The date '12/17/2018' is at the very bottom. A signature is written over the seal.</p>

END OF SECTION 00 01 07

SECTION 00 11 13 – ADVERTISEMENT FOR BIDS

Sealed bids for the Balch Road Lift Station will be received by Madison Utilities (Owner) at the Utilities Office, 101 Ray Sanderson Drive, Madison, AL until 10:00 am, prevailing time, on January 29, 2019 at which time the bids shall be publicly opened and read. Sealed bids submitted prior to the bid opening should be clearly marked on the outside of the envelope and sent to Madison Utilities Attn: Gary Sparks, 101 Ray Sanderson Drive, Madison, AL 35758. All General Contractors must be prequalified.

In general, the project includes an 8'x16' precast wetwell, valve pit, ductile iron piping, electrical building, submersible pumps, engine driven backup pump, and asphalt paving.

Bid documents may be examined at the office of Engineers of the South, 2143 Arlington Blvd, Suite 3, Florence, Alabama (256)766-9430. Complete digital project bidding documents are available at www.questcdn.com. They may be downloaded for \$50.00 by inputting Quest project #6029931 on the QuestCDN project search page. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance and free membership registration. General Contractors who bid must obtain documents from QuestCDN.

Proposals shall be accompanied by a bid bond or a cashier's check in an amount not less than five percent (5%) of the total bid price or \$10,000 payable without recourse to the Madison Utilities. Check or bid bond shall be provided as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds within fourteen (14) days after Notice of Award. The successful bidder shall furnish a performance bond in the amount of 100% of the contract price and payment bond in the amount of 50% of the contract price upon the forms provided. Performance and Payment Bonds shall be from an approved surety company holding a permit from the State of Alabama to act as surety.

This project is considered a "Public Works" project and is governed by competitive bid laws as contained in Title 39 (1997) of the Alabama Code. Bidders, subcontractors, suppliers, and Bond Agents should be familiar with this code. The attention of all Bidders is called to the provisions of State law governing "General Contractor", as set forth in ALA.CODE 34-8-1, et seq. (1975), and rules and regulations promulgated pursuant thereto. The Owner reserves the right to reject any or all bids, to waive irregularities in the bids and bidding deemed to be in the best interests of the Owner, and to reject non-conforming, non-responsive, or conditional bids. No Bidder may withdraw his bid within sixty days from the date set for receiving the bids. A MANDATORY Pre-Bid Conference for this Project is scheduled for 10:00 am, January 17, 2019, at Madison Utilities (address above).

By: Emory DeBord, General Manager

SECTION 00 21 13 – INSTRUCTIONS TO BIDDERS

1. RECEIPT OF BIDS

Sealed Bids will be received by the Owner on the date and time indicated in the Advertisement for Bids. Bids shall be for furnishing of all labor, tools, materials, equipment, and for doing the work of construction according to the Plans, Specifications, and Contract Documents. No bids will be received after the time set forth hereinabove; and the Proposals will be publicly opened and read.

2. PLANS AND SPECIFICATIONS

Plans, Specifications, and Contract Documents are open to public inspection at the office of the ENGINEER. Plans, Specifications, and Contract Documents will be issued from the Engineer's website or Quest Construction Data Network (CDN) to the Contractors and Suppliers in accordance with the guidelines outlined in the Advertisement for Bids.

3. PREPARATION OF BID

Each bid must be submitted on the prescribed Proposal Form and Unit Prices Form. The Proposal Form and Unit Prices Form shall be obtained from the Quest CDN website. All blank spaces must be filled in legibly with ink. If the unit price and the extended total of any item are not in agreement, the unit price shall govern and the extended total will be corrected to conform thereto. Erasures or other corrections on the Proposal Form or Unit Prices Form shall be initialed by the signer of the bid. All bids must be signed in ink by an individual authorized to bind the Bidder. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the Proposal by the Bidder.

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for **BALCH ROAD LIFT STATION**, with the time and date of bid opening shown thereon. The name, address, and Alabama Contractor's License Number of the Bidder shall appear in the upper left-hand corner of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope properly addressed as noted in the Advertisement for Bids.

There must be a bid on all items that may appear on the Unit Prices Form. No bid will be considered which covers only a part of the work. A conditional bid will not be considered.

4. BIDS

Submission must be at the place fixed for the opening of bids at, or prior to the time specified in the Advertisement for Bids. A bid received prior to the advertised hour of opening will be kept securely, and will remain sealed until the hour of opening. The officer whose duty it is to open them will decide when the specified time has arrived. Any bid received subsequent to that time will be returned unopened.

Any Bidder may withdraw his bid, either personally or by telephone or by written request, at any time prior to the scheduled closing time for the receipt of bids. No Bidder may withdraw his bid for a period of sixty (60) days after the scheduled closing time for receipt of bids, as set forth in the Advertisement for Bids.

5. AWARD OF CONTRACT OR REJECTION OF BIDS

The Contract will be awarded to the responsible Bidder submitting the lowest total bid complying with the conditions of the Advertisement for Bids and other parts of these Contract Documents. Proposals will be

evaluated on the basis of cost, the bidder's financial responsibility, performance responsibility, technical feasibility, his equipment, and his past performance in completing similar work. The Bidder to whom the award is made will be notified at the earliest possible date, but not later than 60 days after the opening of bids. The Owner, however, reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in its interests.

The Owner reserves the right to consider any Bidder as unqualified to do the work if that Bidder does not habitually perform with his own forces the major portions of such work as is involved in construction of these improvements.

6. BALANCED BIDS; VARIATIONS IN QUANTITIES

The lump sum and unit prices for each of the several items in the Unit Prices Form from each Bidder shall be balanced and shall include its pro rata share of overhead. Quantities in the Unit Prices Form may be approximate. The Contractor shall verify all quantities for completion of the work before ordering materials. A bid that is obviously unbalanced may be rejected.

The Owner shall have the right to increase or decrease the extent of the work, to change the location or gradient, or the dimensions of any part of the work. Unless it is stated specifically in the Bid Documents for individual unit price bid items, the Owner may include, exclude or partially include portions of any work listed in the Proposal. These types of changes shall not be considered as a waiver of any conditions of the Contract nor invalidate any of the provisions thereof. The Contractor shall perform the work as increased or decreased within reasonable limits and no allowance will be made for anticipated profits or increases or decreases so incurred. These type changes in length or in money value shall not be cause for adjustment of any lump sum or unit price.

Other increases or decreases in items of work, and the cost thereof, shall be done in accordance with the applicable sections of the GENERAL CONDITIONS.

7. BID GUARANTY

No bid will be considered unless it is accompanied by the required Bid Guaranty or Bid Bond. Each Bidder must enclose with his Proposal a bid bond in the amount of not less than five percent (5%) of the total bid, but in no event more than \$10,000. The payee of such bond shall be MADISON UTILITIES. A valid Power-of-Attorney shall be attached.

Bid bonds of unsuccessful Bidders will be returned upon request as soon as feasible after the opening of the bids. If a bidder to whom a contract is tentatively awarded shall refuse or neglect to execute the contract and furnish the required bonds and insurance in the amounts required within fourteen (14) days after the notice has been given him of such award (unless extended by mutual agreement in writing), his bid bond shall be forfeited to the Owner as liquidated damages for such refusal or neglect.

8. BONDS AND INSURANCE

Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful Bidder shall, within the period specified above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services employed or used by him in performing the work. The Performance Bond and the Labor and Material Bond must be countersigned by an agent whose office is located in the State of Alabama and who is authorized to do

business in the State of Alabama; and a valid Power-of-Attorney shall be attached to each Bond. Such bond shall be as included in the Contract Documents and shall bear the same date as, or a date subsequent to, that of the Agreement.

Subsequent to the tentative award by the Owner the successful Bidder shall provide proof of insurance meeting the minimum requirements specified in the General and Supplementary Conditions. In the event the low bidder is unable to provide satisfactory evidence that the specified insurance requirements are being provided, the Owner may at his option, 1) provide such additional coverage naming the Contractor as additional insured, 2) reduce the amount of additional coverage required or waive any requirement for additional coverage, or 3) recover the low bidders Bid Bond and pursue an award to the next lowest bidder. If the Owner is required to purchase portions of the specified insurance coverage for the Contractor, the total contract amount shall be reduced equally.

Attention of Bidders is called to Title 39 (1997) of the Alabama Code for Public Works projects which has certain requirements pertaining to performance bonds, labor bonds, employer's liability insurance, public liability insurance, workmen's collective insurance, and property damage insurance.

All companies furnishing bid bonds and performance bonds shall furnish evidence of being on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Alabama.

9. INTERPRETATIONS

If any person or entity contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other proposed Contract Documents, he may submit a written request to the Engineers for interpretations or clarifications thereof. The persons submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued, and copied or delivered to each person receiving a set of Bid Documents. Clarifications may be made without an addendum. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.

10. FAMILIARITY WITH LAWS

The Bidder is assumed to have familiarized himself with all state laws and with all local ordinances and regulations which, in any manner may; affect his ability to bid the project, complete the work, and impact those engaged, or employed on the work. No pleas of misunderstanding will be considered.

11. ASSIGNMENT OF CONTRACT AND SUBCONTRACTING

The Contractor shall not assign his Contract, nor any part thereof, nor any monies due, or to become due thereunder, without prior written consent of the Owner. In case the Contractor, with the consent of the Owner assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in or to any monies due or to become due to the Contractor shall be subject to prior valid claims of all persons, firms, and corporation for services rendered or materials supplied for the performance of work under his Contract.

No part of the Contract shall be sublet without the consent of the Owner. When requested prior or subsequent to award, the Contractor shall immediately submit to the Owner the names of sub-contractors whom he proposes to employ on the project.

12. EXECUTION OF CONTRACT

The Contract Documents shall be executed in triplicate, each counterpart of which shall be considered as an original without accounting for the absence of any of the other counterparts or copies.

13. QUALIFICATIONS OF BIDDERS

The Contract award, if made, will be made to the low, responsive, responsible Bidder. A responsive bid shall be evidenced by: (1), a Complete Proposal and Proposal Form complete in accordance with the Advertisements for Bids, Instructions to Bidders, and with all instructions and/or requests contained in any other sections of the Contract Documents; (2), a Unit Prices Form not evidencing any apparent unbalanced pricing for performance of the items of work; (3), a Proposal without excisions, alterations, special conditions or qualifications made by the Bidder; and, (4), a Proposal containing no alternative bids or offerings (by inclusion, attachment, or otherwise) for any items unless such alternative bids or offers are requested in the Unit Prices, Basis of Payment, or Technical Specifications.

A responsible Bidder may be evidenced by the following facts: (1), that he maintains a permanent place of business; (2), that he has adequate financial capability for meeting the obligations contingent to the work; (3), that he has adequate equipment to properly perform the work within the time limit specified; and (4), that he has a competent and experienced organization. In order to be considered for the award the Bidder shall present to the Owner satisfactory evidence that: (1), he has the necessary capital and financial resources to undertake and complete the project; (2), he has equipment, in good working order, adequate for performance of work within the time specified; (3), he has within his organization, at the time the construction management and supervisory personnel available for assignment to the project; (4), the construction management and supervisory personnel are skilled and experienced in the particular type of work to be undertaken on the project; and (5), he has performed and completed similar work of similar magnitude in a satisfactory manner. These requirements shall be in addition to any outlined in the Prequalification Process and Statement of Bidder's Qualifications if included in the Bid Documents.

14. SIGNATORY AND CONTRACT SUBMITTALS

The following is a list of the items that each bidder must complete/submit with the sealed bid. These items shall be stapled in the top left hand corner.

- Bid Security Form
- Proposal Form
- Unit Prices Form
- Proposed Products Form
- Proposed Subcontractors Form

The following is a list of completed forms/submittals that the apparent low bidder will be required to complete before execution and award of the contract:

- Agreement Form (all pages)
- Performance Bond Form
- Payment Bond Form
- Certificates of Insurance and Satisfactory Proof of Coverage and Third Party Insurance

END OF SECTION

SECTION 00 42 00 – PROPOSAL FORM

Place: Madison Utilities

Date: _____

Proposal of _____,

a corporation organized and existing under the laws of the State of _____

or

Proposal of _____,

a partnership consisting of _____

or

Proposal of _____,

an individual doing business as _____

To: MADISON UTILITIES

This bid results from your advertisement for bids for the construction of the **BALCH ROAD LIFT STATION**.

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Unit Prices Form.

The undersigned Bidder agrees to begin work within fourteen (14) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within the consecutive calendar days specified in the Supplementary Conditions, Article 6 (except as modified in accordance with the GENERAL CONDITIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, Liquidated Damages, for each day of delay until the work is completed and accepted, as stipulated in the GENERAL AND SUPPLEMENTARY CONDITIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in the GENERAL AND SUPPLEMENTARY CONDITIONS of these Contract Documents.

Bidder acknowledges receipt of the following addendum (addenda):

_____ and _____
_____ and _____
_____ and _____

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of sixty (60) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement (Contract) in the prescribed form, and furnish the required Performance and Payment Bond, within fourteen (14) days after the Agreement is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

Accompanying this Proposal as bid security is a certified check/bid bond (*strike one*)

in the amount of _____ Dollars (\$ _____), being not less than five percent (5%) of the total amount of the bid not to exceed \$10,000. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bonds and insurance within the prescribed fourteen (14) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

(Witness)

(Name of Bidder)

By _____

(Address)

(Print Name and Title)

(Office Address of Bidder)

SEAL (If Bidder is a corporation)

NOTES: Sign in ink. Do not detach.
Items must be bid upon as specified in the Unit Prices Form.

SECTION 00 43 13 – BID SECURITY FORM

KNOW ALL MEN BY THESE PRESENTS:

THAT we the undersigned, _____

_____, as PRINCIPAL, and _____

_____, as SURETY, are held and firmly bound unto MADISON UTILITIES hereinafter called the OWNER in the penal sum of

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted the accompanying Proposal, dated _____ for the **BALCH ROAD LIFT STATION**.

NOW, THEREFORE, if the Principal shall not withdraw said Proposal within sixty (60) days after the opening of same, and shall within fourteen (14) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Proposal as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument, under their several seals this _____ day of _____, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

SEAL

(Principal)

By _____

(Witness)

(Title)

(Address)

SEAL

(Corporate Surety)

By _____

(Address)

NOTE: Power-of-attorney for person signing
on behalf of surety company must be
attached to bond.

SECTION 00 43 22 – UNIT PRICES FORM

**MADISON UTILITIES
BALCH ROAD LIFT STATION**

BASE BID ITEMS

Item	Description	Qty	Unit	Total
1	Mobilization, Bonds, & Insurance	1	LS	\$20,000
2	Lift Station, Electrical Building, Site Work, Pumps, Piping, Etc.	1	LS	
3	Highway 72 Gravity Sewer and Homestead Lift Station Demolition	1	LS	
4	Electrical	1	LS	
5	Control Panel and SCADA	1	LS	\$106,610
6	Testing, Start-up, & Restoration of Project Areas	1	LS	\$25,000

Total Base Bid _____

SECTION 00 43 24 - BASIS OF PAYMENT

MADISON UTILITIES BALCH ROAD LIFT STATION

The following sections summarize the intent of the bid documents for providing a basis of payment for all work required to complete the project. Descriptions correspond to the numbering in the Unit Prices Form. Any misinterpretations of these descriptions evident in the Contractor's proposal as an "unbalanced" bid shall be basis for considering the bid unresponsive. As described in the Instructions to Bidders Section, the Owner reserves the right to reduce quantities and/or completely remove bid items from the work. The estimates of work listed in the Unit Prices Form are to be considered only approximate quantities of items and are to be used as a basis for comparing bids. The Owner does not guarantee that the approximate quantities or allowances given will hold in the construction of the work. Final Payment will be made for actual quantities of the work performed as approved by the Engineers, at the contract prices bid. Should the quantities of the pay items be more or less than the quantities estimated, the contract unit prices bid in the Proposal will prevail.

The Contractor is required to submit bid amounts for any alternates listed in the Unit Price Schedule. In doing so, the Contractor acknowledges that it is understood and agreed upon that the Owner retains the right to accept or reject any, or all of the alternate bid items. **AWARD OF THE CONTRACT WILL BE MADE BASED UPON THE LOWEST RESPONSIBLE BASE BID AMOUNT PLUS OR MINUS ANY ACCEPTED ALTERNATES.** The Contractor further agrees that if alternate bids are accepted and he awarded the Contract, he shall fully coordinate these changes with his equipment or material suppliers and subcontractors without modifying his obligations under the Contract.

BASE BID ITEMS

Item 1 - Mobilization, Bonds, & Insurance

The Contract Lump Sum Price shall be the cost allowed by the Owner for mobilization of Contractor's forces, bonding the Project, and providing the specified Project insurance. The cost includes portions or the entire Contractor's cost for setting up of Contractor's forces, acceptance by Engineer and Owner of schedule of payment values, and equipment and personnel movement. The price established by the Owner is an allowance for the Contractor and will be paid upon completion of mobilization. Any costs the Contractor may have above the allowances to complete these Items shall be evenly distributed and included in the remaining Bid Items. Payment for this item shall not exceed the original contract amount bid regardless of the fact that the Contractor may have, for any reason, shut down his work on the project, moved equipment away from the project and then back again, or for additional quantities or items of work added to the contract.

Item 2 – Lift Station, Electrical Building, Site Work, Pumps, Piping, Etc.

The Contract Lump Sum Price shall be the furnishing of all labor, materials, and equipment necessary to complete the Lift Station Project excluding the work and materials listed in Bid Items 1 and 3 through 6. This shall include all items not listed as separate Bid Items in complete accordance with the Plans, Specifications, and Contract documents.

Item 3 – Highway 72 Gravity Sewer and Homestead Lift Station Demolition

The Contract Lump Sum Price shall be payment in full for the furnishing of all labor, materials, and equipment for the complete installation of the Highway 72 Gravity Sewer and the demolition of the Homestead Lift Station. This Item shall include, but not be limited to: ductile iron gravity sewers; manholes; connection to existing sewers; rip-rap; lift station demolition; removing manhole sections as required; removing electrical panels, poles, and wiring; plugging abandoned lines; backfilling; salvaging pumps and equipment for Owner; and all in-kind restoration of all disturbed areas in full compliance with the Plans, Specifications, and Contract documents.

Item 4 – Electrical

The Contract Lump Sum Price shall be payment in full for the furnishing of all labor, materials, and equipment for the complete installation of the Electrical System. This Item shall include, but not be limited to: main panels, stepdown transformers, VFDs, other electrical panels, surge protection, site and interior lighting, lighting controls, all power, control, signal, instrument wiring and conduit (including but not limited to that between manufacturer or separately provided control panels and external instruments, sensors, and equipment), building and site wiring, concrete for conduit encasement, and all appurtenances, incidentals, and miscellaneous equipment shown or specified for this facility or as reasonably inferred or required for a complete facility in full compliance with the Plans, Specifications, and Contract documents.

Item 5 – Control Panel and SCADA

The Contract Lump Sum Allowance shall be payment in full for the furnishing of all labor, materials, and equipment necessary for the proposed Wetwell Backup (Float) Level Controls Unit, SCADA and instrumentation system at the price pre-bid and negotiated by the Owner with Woodard & Curran, Inc. This shall include all additions and/or modifications as shown on the Drawings, Specifications, and Contract Documents. This item shall include, but not be limited to: the Wetwell Backup (Float) Level Controls Unit; the SCADA PLC panel; all instrumentation; programming; hardware; software, calibration, testing, etc., with all appurtenances, incidentals, and miscellaneous equipment or services necessary for a complete and operable system in full accordance with the Plans, Specifications, and Contract documents. The Owner will pay the Contractor and the Contractor will issue a purchase order to the specified Integrator. Payment procedures shall be the same as for all other equipment and materials supplied by the Contractor. The price written in for this item represents an allowance that is used by all Contractors bidding the project. The amount of money written in this item has been pre-bid by the Owner with System Supplier/Integrator. The Contractor is responsible for reviewing the Scope of Work included in the SCADA Integrator's proposal, and providing any other materials, installation, labor, etc. not included in their proposal but required for a complete system. The Contractor is required to bond and warranty the installation and operation. The contractor shall include all charges for coordination, submittals, storage, etc. as required for a complete and operating system per the contract requirements in Bid Item 2.

Item 6 – Testing, Start-Up, & Restoration of Project Areas

The Contract Lump Sum Price shall be the cost allowed by the Owner for furnishing completed and operable lift station which has successfully passed all tests and been approved by all authorities for use by the Owner. The price in this Item represents an allowance that is established by the Owner and

used by all Contractors bidding the project. The amount of money written in this Item will be paid the Contractor when the entire project is complete and all landscaping, site work, drainage work, repairs and final cleanup of project site have been accomplished. Since all components of the proposed improvements and cleanup are an integral part of the entire project needed by the Owner, partial payment will not be allowed on this Item.

SECTION 00 43 33 – PROPOSED PRODUCTS FORM

**MADISON UTILITIES
BALCH ROAD LIFT STATION**

Contractors submitting a proposal are required to fully complete the following list of Material Suppliers and Equipment Manufacturers for their Bid. If this information is not clearly and properly provided, this will be grounds for the Owner to disqualify the Bidder for not being responsive. When a single Material Supplier or Equipment Manufacturer is listed as the “Base”, the Contractor shall furnish that Material Supplier and/or Equipment Manufacturer. When two or more Materials Suppliers and/or Equipment are listed as the “Base”, the Contractor must circle the Material Supplier or Equipment Manufacturer that will be furnished. When an item is blank, the Contractor shall write in the Material Supplier or Equipment Manufacturer to be furnished under the Base Bid Unit Price Schedule proposal. In every case, only one Material Supplier or Equipment Manufacturer shall be circled or listed for each material or equipment items. Unless a substitute is accepted as outlined below, the Contractor shall furnish and install the product of the Material Supplier or Equipment Manufacturer as he indicates herein.

Where the List of Material Suppliers and Equipment Manufacturers provides for substitute material suppliers and/or equipment manufacturers, the Bidder may, but is not required to, write in or circle a substitute material supplier or equipment manufacturer. The bidder shall write in the amount of price reduction for the use of each such substitute indicated. In every case, only one substitute Material Supplier or Equipment Manufacturer shall be written in or circled for each material or equipment item. The Contractor must provide submittal data detailing the substitute offering for comparison to the specifications. When a substitute Material Supplier or Equipment Manufacturer is offered by the Contractor and accepted by the Owners, the Contractor shall furnish and install the product of that Material Supplier or Equipment Manufacturer.

The award of the Contract will be based on the Contractor’s completed Material Supplier(s) and/or Equipment Manufacturer(s) unless there are provisions for alternate deducts in the Basis of Payment and Unit Price Schedules. No substitute equipment or material shall be accepted unless it is approved by the Owner. The Contractor shall furnish and install the base materials or equipment he has indicated for any or all of the substitutes rejected.

If the information required above is not clearly and properly provided, this will be grounds for rejecting that bidder. Failure to furnish and install the indicated base or indicated and approved substitute material and equipment from the suppliers and manufacturers shall constitute default of the Contract.

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

Contractor _____ By _____

Date _____

LIST OF MATERIAL SUPPLIER(S) AND EQUIPMENT MANUFACTURER(S)
BASE BID ITEMS

Material or Equipment

Name of Supplier or Manufacturer (Circle One)

Section 08 31 13 – Access Doors and Frames

Base: Bilco; East Jordan; Halliday; Syracuse Castings; or Thompson Fabricating

Alternate: _____ Deduct: \$ _____

Section 09 90 00 – Painting and Coatings

Base: Induron; or Tnemec

Alternate: _____ Deduct: \$ _____

Section 26 22 00 – Dry Type Transformers

Base: Square D

Alternate: Eaton/Cutler Hammer; or GE _____ Deduct: \$ _____

Section 26 24 16 – Power Panelboards – Circuit Breaker Type

Base: Square D

Alternate: Eaton/Cutler Hammer; or GE _____ Deduct: \$ _____

Section 26 24 17 – Lighting Panelboards

Base: Square D

Alternate: Eaton/Cutler Hammer; or GE _____ Deduct: \$ _____

Section 26 29 23 – Variable Frequency Drives (VFDs)

Base: Square D

Alternate: Allen Bradley; ABB _____ Deduct: \$ _____

Section 33 05 13 – Manholes and Structures

Base: Barger Precast; Foley Products; or Shaddix

Alternate: _____ Deduct: \$ _____

Section 40 23 50 – Ductile Iron Pipe and Accessories

1. Pipe Base: American Pipe; McWane Ductile; or US Pipe

Alternate: _____ Deduct: \$ _____

2. Fittings Base: Sigma; Star; or Tyler

Alternate: _____ Deduct: \$ _____

3. Mechanical Joint Restraints Base: EBAA Iron

Alternate: Romac; Ford; Star _____ Deduct: \$ _____

4. Coupling Restraints Base: Hymax; or TPS

Alternate: _____ Deduct: \$ _____

Section 40 23 60 – Process Valves

1. Check Valve Base: American; Kennedy; M&H; Mueller; Pratt; or Val-Matic

Alternate: _____ Deduct: \$ _____

2. Air Release Base: ARI; or International Valve

Alternate: _____ Deduct: \$ _____

3. Plug Valve Base: DeZurik; Kennedy; M&H; or Val-Matic

Alternate: _____ Deduct: \$ _____

Section 40 23 63 – Fabricated Gates and Stop Plates

Base: Fontaine; Golden Harvest; RW Gate; Waco Products; Waterman; or Whipps

Alternate: _____ Deduct: \$ _____

Section 43 25 60 – Submersible Pumps

Base: Flygt

Alternate: KSB _____ Deduct: \$ _____

Section 43 25 70 – Natural Gas Engine Driven Backup Pump

Base: Godwin; or Global

Alternate: Pioneer _____ Deduct: \$ _____

Section 46 41 83 – Air Powered Mixer System

Base: Reliant

Alternate: Medora _____ Deduct: \$ _____

SECTION 00 43 36 – PROPOSED SUBCONTRACTORS FORM

**MADISON UTILITIES
BALCH ROAD LIFT STATION**

Contractors submitting a proposal are required to fully complete the following List of Subcontractors for their bid. Excluding portions of the work completed by the electrical subcontractor, General Contractors shall perform at least 50 percent of the work (materials not included) with his own forces (refer to Contract Documents).

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

ITEM OF WORK

SUBCONTRACTOR'S NAMES

Electrical	_____
Building Construction	_____
Other: _____	_____

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

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

The Bidder certifies that if his bid is accepted, the above subcontracting firms or businesses will be awarded subcontracts for the above portions of the work and the subcontract amount will not exceed 50% of the work (materials not included).

Contractor _____ By _____

Date _____

SECTION 00 45 13 – BIDDER’S QUALIFICATIONS

I. GENERAL INFORMATION

Madison Utilities (the Owner) is soliciting prequalification packages from General Contractors interested in submitting bids for construction of the planned Balch Road Lift Station. General Contractors that pre-qualified for the Town Madison Lift Station or Martin Road Lift Station projects are considered Pre-Qualified once they purchase bid documents and are not required to submit for this project.

The purpose of the mandatory pre-qualification process is to achieve a reasonable degree of assurance that the bidders are capable of successfully completing the project according to the drawings, specifications, and schedules. This process is intended to provide for competitive bidding among qualified, responsible bidders and for the successful bidder to become the General Contractor for the project.

It is the intent of the Owner to prequalify Contractors in accordance with Code of Alabama 39-2-4 Paragraph and subsection (a) of Section 39-2-2. The Owner reserves the right to reject any pre-qualification application which is not responsive or considered to be in the best interest of the Owner.

II. MANDATORY PRE-QUALIFICATION PROCESS

This is a MANDATORY PRE-QUALIFICATION PROCESS. All interested, responsible, licensed General Contractors who have successful recent experience with projects with similar requirements are encouraged to respond. The minimum acceptable submittal requirements are as follows:

1. Completion of the attached Statement of Bidders Qualifications, with required attachments.
2. A minimum of 5 years of company/corporate experience with municipal water and wastewater projects.
3. Documentation of projects of a similar scope and nature, including a description of the work, the dollar value of the contract, time for construction, status of project, owner’s and engineer’s name and phone numbers.
4. For Madison Utilities projects (past or present), the contractor must not have been assessed liquidated damages, must not have completed a project substantially behind schedule, or must not have withdrawn a bid (with or without bond forfeiture) over the past 5 years.

Incomplete Questionnaires may be deemed non-responsive, and may result in failure of applicant to pre-qualify. Pre-Qualification of a Contractor does not imply that any bid submitted by a pre-qualified Contractor automatically qualifies as “responsive and responsible.” The Owner reserves the right to act in his best interest in this determination process and to waive all technicalities and informalities in order to qualify the best responsible general contractors who comply with the provisions of this document.

All questions should be directed to the Engineer at craig@engineersofthesouth.com. Pre-Qualification Packages must be submitted by e-mail no later than 21 days prior to bid opening to:

**Madison Utilities
c/o Engineers of the South, LLC
2143 Arlington Blvd, Suite 3
Florence, AL 35630
craig@engineersofthesouth.com**

III. STATEMENT OF BIDDERS QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

1. Name of Bidder with permanent main office address.
2. When organized. If a corporation, where incorporated.
3. How many years have been engaged in the contracting business under your present firm or trade name?
4. Are you properly licensed as a General Contractor in the State of Alabama?
5. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
6. Have you completed (or are you currently working on) at least 5 municipal wastewater lift station or water pump station projects with a minimum total project cost of at least \$400,000 in the past 15 years?"
7. Has your organization failed to complete any project or been terminated from any project in the past 10 years? If so, attach details on a separate sheet for each occurrence.
8. Has your organization abandoned a project, even temporarily, during a dispute? If so, attach details on a separate sheet for each occurrence.
9. Has your organization been assessed liquidated damages by an Owner for which it has performed work in the past 5 years? If so, attach details on a separate sheet for each occurrence.
10. Has your organization filed for bankruptcy or been judged bankrupt at any time over the past 10 years?
11. Has your organization filed any lawsuits or claims against any Owner or Engineer in the past 10 years? If so, attach details on a separate sheet for each occurrence.
12. The Bidder shall provide a brief description of any litigation or administrative proceeding of the following types, either pending or concluded within the past 10 years, to which the Bidder (and the ultimate controlling person, if different from the Bidder) or any of its directors or executive officers was a party or of which the property of any such person is or was the subject; the names of the parties and the court or agency in which such litigation or proceeding is or was pending shall be given:
 - (a) Administrative or judicial proceedings of any state federal agency or authority concerning environmental violations;
 - (b) Proceedings which may have a material effect upon the solvency of the ultimate holding company, including but not necessarily limited to, bankruptcy and receivership; and
 - (c) Criminal proceedings.

SECTION 00 50 00 – NOTICE OF AWARD

To: _____

PROJECT Description: Madison Utilities
Balch Road Lift Station

The OWNER has considered the BID submitted by you on _____, 2019, for the above described WORK in response to its Advertisement for Bids and Information for Bidders. You are hereby notified that your BID has been accepted for items in the amount of _____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR’S Performance BOND, Payment BOND, certificates and proof of insurance within fourteen (14) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said BONDS and INSURANCE within fourteen (14) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER’S acceptance of your BID as abandoned and as a forfeiture of you BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

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

Dated this _____ day of _____, 2019.

_____ Madison Utilities

By _____

Name _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby

Acknowledged by _____

This the _____ day of _____, 20 _____

Name _____

Title _____

SECTION 00 52 00 – AGREEMENT FORM

THIS AGREEMENT made this _____ day of _____, 2019, by and Between _____, a Corporation organized and existing under the laws of the State of Alabama hereinafter called the “Contractor”, and Madison Utilities, hereinafter called the “Owner”.

WITNESSETH:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the **BALCH ROAD LIFT STATION**, in strict accordance with the Contract Documents, including all ADDENDA thereto numbered:

_____ dated _____, and
_____ dated _____,

as prepared by the Engineer.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Contractor’s Bid Proposal subject to additions, and deductions as provided for in the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within fourteen (14) calendar days after issuance by the Owner of a written “Notice to Proceed” and to complete the work within 270 consecutive calendar days thereafter except as may be modified by mutual agreement between the Contractor and the Owner. If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, the amount specified in both the GENERAL and SUPPLEMENTARY CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- | | |
|----------------------------|--|
| a. Executed Agreement | i. Proposed Subcontractors Form |
| b. Addenda (if any) | j. General Conditions |
| c. Advertisement for Bids | k. Supplementary Conditions |
| d. Instructions to Bidders | l. Technical Specifications |
| e. Proposal Form | m. Drawings and Appendices |
| f. Unit Prices Form | n. Performance and Payment Bonds |
| g. Basis of Payment | o. Certificates and Proof of Insurance |
| h. Proposed Products Form | |

This Agreement, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of Alabama. Any surety executing such Bond must appear on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Alabama.

ARTICLE 6. Immigration Law Compliance Statement. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three (3) counterparts, each of which shall be considered an original on the day and year first above written.

(Contractor)

ATTEST: _____ By: _____

Name _____

Title _____

Madison Utilities

ATTEST: _____ By: _____

Name _____

Title _____

SECTION 00 55 00 – NOTICE TO PROCEED

To: _____ Date: _____

PROJECT Description: Madison Utilities
Balch Road Lift Station

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before the START DATE of _____, and you are to complete the WORK in 270 consecutive calendar days. The date of completion of all WORK is therefore _____.

Madison Utilities

By _____

Name _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby

Acknowledged by _____

This the _____ day of _____, 20 _____

Name _____

Title _____

SECTION 00 61 13 – PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

as Principal, hereinafter called "Principal", and _____

_____, State of _____, as

Surety, hereinafter called "Surety", are held and firmly bound unto the MADISON UTILITIES, as Obligee, hereinafter called "Owner", in the amount of:

_____ Dollars (_____),

in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a Contract with the Owner by written agreement dated the _____ day of _____, 2019, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the Contract,

**MADISON UTILITIES
BALCH ROAD LIFT STATION**

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

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of an extension of time for the performance of the Contract, or any other forbearance on the part either of the Owner or the Principal to the other shall not release in any way the Principal and Surety, or either of these, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance hereby being waived.

In no event shall the aggregate liability of the Surety exceed the sum set out herein.

This bond is executed pursuant to the terms of Title 39 (1997) of the Alabama Code for Public Works projects which has certain requirements pertaining to performance bonds, labor bonds, employer's liability insurance, public liability insurance, workmen's collective insurance, and property damage insurance.

Executed on this ____ day of _____, 2019.

SEAL

(Principal)

By _____

Title _____

SEAL

(Surety)

By _____
Attorney-In-Fact

NOTES: Attach Power of Attorney.
Date of Bond must not precede date of Contract.
A copy of this Bond must be filed with the
Circuit Clerk in each county wherein the work
is to be performed.

SECTION 00 61 14 – PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

as Principal, hereinafter called "Principal", and _____

_____, State of _____, as

Surety, hereinafter called "Surety", are held and firmly bound unto the MADISON UTILITIES, as Obligee, hereinafter called "Owner", in the amount of:

_____ Dollars (\$ _____),

in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a Contract with the Owner by written agreement dated the _____ day of _____, 2019, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the Contract,

**MADISON UTILITIES
BALCH ROAD LIFT STATION**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of an extension of time for the performance of the Contract, or any other forbearance on the part either of the Owner or the Principal to the other shall not release in any way the Principal and Surety, or either of these, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance hereby being waived.

In no event shall the aggregate liability of the Surety exceed the sum set out herein.

This bond is executed pursuant to the terms of Title 39 (1997) of the Alabama Code for Public Works projects which has certain requirements pertaining to performance bonds, labor bonds, employer's liability insurance, public liability insurance, workmen's collective insurance, and property damage insurance.

Executed on this ____ day of _____, 2019.

SEAL

(Principal)

By _____

Title _____

SEAL

(Surety)

By _____
Attorney-In-Fact

NOTES: Attach Power of Attorney.

Date of Bond must not precede date of Contract.

A copy of this Bond must be filed with the Circuit Clerk in each county wherein the work is to be performed.

SECTION 00 71 00 – CONTRACTING DEFINITIONS

Wherever the words, forms, or phrases defined or pronouns used in their stead occur in the Specifications, in the Contract, in the Advertisement, or any document or instrument herein contemplated or to which these Specifications apply, the intent and meaning shall be construed and interpreted as follows:

1. **Abbreviations:** The following organizations are referred to in these Specifications by abbreviations of their titles:
 - a. AASHTO - American Association of State Highway and Transportation Officials
 - b. ANSI - American National Standards Institute
 - c. ASA - American Standards Association
 - d. ALDOT - Alabama Department of Transportation
 - e. ASTM - American Society for Testing and Materials
 - f. ADEM - Alabama Department of Environmental Management
 - g. AWWA - American Water Works Association
 - h. EPA - U. S. Environmental Protection Agency
 - i. NEMA - National Electrical Manufacturers Association
 - j. OSHA - Occupational Safety and Health Administration
2. **Addenda:** Any change in Plans and/or Specifications after advertisement for bids has commenced will be made by addenda, with appropriate supplemental Plans and/or Specifications issued to all BIDDERS. After issuance, any addenda shall become a part of the Contract Documents as much as though fully contained therein.
3. **Advertisement:** A public announcement inviting bids for Work to be performed and materials to be furnished.
4. **Bid:** The offer or Proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. **Bid Bond:** The approved form of security furnished by the Bidder and his surety, with the Proposal, as a guarantee that the Bidder will enter into an agreement with the Owner for construction of the Work should the Contract be awarded to him.
6. **Bidder:** Any individual, firm, partnership, or corporation submitting a Bid for the advertised Work.
7. **Calendar Days:** Every day shown on the calendar, beginning and ending at midnight, including Sundays and holidays.
8. **Change Order:** A written order to the Contractor covering changes in the Plans, Specifications, or Proposal quantities and establishing the basis of payment and Contract time adjustment, if any, for the Work affected by such changes.
9. **Contract:** The written agreement between the Owner and the Contractor covering the performance of the Work.
10. **Contract Documents:** The Contract, including Advertisement for Bids, Proposal, Contractor Performance Requirements, Supplementary Conditions, Technical Specifications , Agreement, Bonds, Plans, Notice of Award, Notice to Proceed, Addenda, if any, and all approved Change Orders.
11. **Contractor:** The individual, firm, partnership, or corporation selected by the Owner as the successful Bidder who has become a party to the Contract, and his duly authorized representatives for performance of prescribed Work.
12. **Contract Time:** The number of calendar days or working days, stated in the Proposal, allowed for completion of the Contract, including authorized time extensions. If a calendar date of completion is stated in the Proposal, in lieu of a number of calendar or working days, the Contract shall be completed by that date.
13. **Employee:** Any person working on the project to which these Specifications apply and who is under the direction or control of, and receives compensation from, the Contractor or subcontractors.

14. **Engineer:** An authorized agent of the Owner assigned to make interpretation and enforcement of the Plans and Specifications; approve submittals, generally oversee the quality and progress of the Work; and determine the amount, quantity, acceptability, and fitness of the Work; as specified in the Plans and Specifications.
15. **Extra Work:** An item of Work not provided for in the awarded Contract as previously modified by change order, but which is found by the Engineer to be necessary to complete the Work within the intended scope of the Contract as previously modified.
16. **Inspector:** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the Work performed, or of the materials furnished or being furnished by the Contractor.
17. **Laboratory:** The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer.
18. **Mainline Sanitary Sewer:** A pipe or conduit which is closed and not flowing full, which is intended to carry only sanitary or sanitary and industrial wastewater from residences, commercial buildings, industrial parks, and institutions.
19. **Major and Minor Contract Items:** A major Contract item shall be any item that is listed in the Bid Proposal Form, the total cost of which is equal to or greater than ten percent (10%) of the total amount of the awarded Contract. All other items shall be considered minor Contract items.
20. **Materials:** Any substance specified for use in the Contract Work and its appurtenances
21. **Notice of Award:** The written notice of the acceptance by the Owner of the successful Bidder's Proposal.
22. **Notice to Proceed:** The written notice issued by the Owner to the Contractor authorizing him to proceed with the Contract Work and establishing, when applicable, the date of commencement and termination of the Contract Time.
23. **Or Equal:** Wherever a particular process, material, device, detail or part is specified herein, followed by these words or by similar or equivalent expressions, such words or expressions shall be understood to mean and permit the use of another process, material, device or part that the Engineer shall determine is fully equal in suitability, quality, durability, performance, and in all other respects, to the process, material, device, detail, or part herein specified for such use, and shall approve for such use in the Work.
24. **Owner:** The term "Owner" shall mean awarding authority for the project.
25. **Pay Item:** A specifically described unit of Work for which a price is provided in the Contract.
26. **Payment Bond:** The approved form of security furnished by the Contractor and his Surety as a guarantee that he will pay in full all bills and accounts for materials and labor used in the construction of the Work.
27. **Performance Bond:** The approved form of security furnished by the Contractor and his Surety as a guarantee that the Contractor will complete the Work in accordance with all Contract documents.
28. **Plans:** The official Contract drawings or exact reproduction thereof which show and describe the Work to be done and which are to be considered as a part of the Contract, supplementary to the Specifications.
29. **Project:** The agreed Work to be performed as provided in the Contract.
30. **Proposal:** The written and signed statement of the Bidder submitted on the prescribed form setting forth the prices to perform the contemplated Work and furnish the necessary materials in accordance with the provisions of the Plans and Specifications.
31. **Bid Proposal Form:** The prescribed form on which the offer of a Bidder is to be submitted.
32. **Proposal Guaranty:** The certified check or Bid Bond furnished with a bid to assure that the Bidder will enter into the Contract if his bid is accepted.
33. **Resident Project Representative:** An authorized representative of the Owner who is assigned to observe the construction of the Work and advise the Owner of the Work's prosecution.
34. **Samples:** Physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

35. **Sanitary Sewer Service Lateral:** Any pipe connected to a mainline sewer which carries sanitary and industrial wastewater from residences, commercial buildings, industrial facilities, and institutions to the mainline sanitary sewer.
36. **Sanitary Sewer:** A sewer which carries wastewater.
37. **Shop Drawings:** All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, which illustrates how specific portions of the Work shall be fabricated, erected, or installed.
38. **Supplementary Conditions:** Additions and revisions to the Standard Specifications applicable to an individual project. The Supplementary Conditions are intended to supplement, modify, or delete items covered in the Standard Specifications. Supplementary Conditions shall prevail over General Conditions.
39. **Specifications:** A part of the Contract documents containing the written directions, provisions, and requirements for completing the Contract Work. Standards for specifying materials or testing which are cited in the Contract Specifications by reference shall have the same force and effect as if included in the Contract physically.
40. **State:** The State of Alabama.
41. **Station:** A specific point on the centerline of the sewer or on the survey baseline designating some specific distance from the point of origin. Stations are numbered in terms of one hundred linear feet measured horizontally.
42. **Storm Sewer:** A sewer which carries surface runoff and sub-surface waters.
43. **Structures:** Facilities such as bridges, culverts, catch basins, inlets, retaining walls, cribbing, storm and sanitary sewer lines, water lines, under drains, electrical ducts, manholes, handholes, lighting fixtures and poles, transformers, flexible and rigid pavements, buildings, vaults, and other manmade features that may be encountered in the Work and not otherwise classified herein.
44. **Subcontractor:** An individual, firm, partnership, or corporation, approved by the Owner, having a direct contract with the Contractor for the performance of specified portions of the Contract.
45. **Substantial Completion:** That date as certified by the Engineer when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the Contract documents, so that the project or specified part can be utilized for the purposes for which it is intended.
46. **Superintendent:** The Contractor's representative who is present on the Work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
47. **Supplier:** Any individual, firm, partnership, or corporation who sells, rents, or supplies materials or equipment for the proper execution of the Work, including that fabricated to a special design, but who does not perform labor at the site. Establishment of a temporary plant or facility of any kind on or near a project for the purpose of furnishing material for that project only will not be considered a "supplier," but will be considered a "subcontractor" as defined in these Specifications unless such plant is established and operated by the prime Contractor.
48. **Surety:** The individual, firm, partnership, or corporation, other than the Contractor, executing Bid, Payment, or Performance Bonds which are furnished to the Owner by the Bidder.
49. **Work:** The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the Contract, Plans, and Specifications.
50. **Written Notice:** Any notice to any party of the Contract relative to any part of the Contract in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

SECTION 00 72 00 – GENERAL CONDITIONS

TABLE OF CONTENTS

ARTICLE 1 – PRELIMINARY MATTERS..... 3

ARTICLE 2 – PLANS AND SPECIFICATIONS..... 4

 2.1 INTENT 4

 2.2 COORDINATION OF PLANS AND SPECIFICATIONS..... 5

 2.3 ALTERATIONS AND CHANGE ORDERS 5

ARTICLE 3 – CONTROL OF THE WORK..... 7

 3.1 ENGINEER..... 7

 3.2 CONTRACTOR 8

 3.3 OWNER..... 10

ARTICLE 4 – CONTRACTOR’S SUBCONTRACTORS, SUPPLIERS, AND OTHERS 10

ARTICLE 5 – AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS 11

 5.1 AVAILABILITY OF LAND 11

 5.2 PHYSICAL CONDITIONS..... 11

 5.3 REFERENCE POINTS..... 13

ARTICLE 6 – PERFORMANCE AND PAYMENT BONDS..... 13

ARTICLE 7 – INSURANCE AND INDEMNIFICATION 13

 7.1 CONTRACTOR’S INSURANCE 13

 7.2 OWNER'S AND ENGINEER'S (3rd PARTY) PROTECTIVE LIABILITY INSURANCE..... 15

 7.3 CONTRACTOR’S AND SUBCONTRACTOR’S INDEMNIFICATION PROVISION 16

ARTICLE 8 – SAFETY, PROTECTION, AND EMERGENCIES 17

 8.1 SAFETY AND PROTECTION 17

 8.2 EMERGENCIES..... 18

 8.3 PUBLIC CONVENIENCE AND SAFETY 18

 8.4 PROTECTION AND RESTORATION OF PROPERTY, STREETS, AND LANDSCAPE 19

ARTICLE 9 – PATENT FEES AND ROYALTIES 19

ARTICLE 10 – PERMITS..... 20

ARTICLE 11 – LAWS AND REGULATIONS..... 20

ARTICLE 12 – TAXES..... 20

ARTICLE 13 – USE OF PREMISES 20

ARTICLE 14 – CHANGE OF CONTRACT TIME..... 21

ARTICLE 15 – WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION,
REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK 23

 15.1 WARRANTY AND GUARANTEE 23

 15.2 TESTS AND INSPECTIONS..... 23

 15.3 CORRECTION OR REMOVAL OF DEFECTIVE WORK..... 24

 15.4 ACCEPTANCE AND OWNER’S CORRECTION OF DEFECTIVE WORK 25

ARTICLE 16 – PAYMENTS TO CONTRACTOR.....	25
16.1 SCHEDULE OF VALUES AND PROGRESS PAYMENTS.....	25
16.2 CONTRACTOR’S WARRANTY OF TITLE.....	27
ARTICLE 17 – SUBSTANTIAL COMPLETION.....	27
ARTICLE 18 – PARTIAL UTILIZATION.....	28
ARTICLE 19 – FINAL INSPECTION.....	29
ARTICLE 20 – FINAL APPLICATION FOR PAYMENT AND ACCEPTANCE.....	29
ARTICLE 21 – SUSPENSION OF WORK AND TERMINATION.....	30
21.1 SUSPENSION.....	30
21.2 TERMINATION.....	31
ARTICLE 22 – CONTRACTOR’S RESPONSIBILITY FOR UTILITY PROPERTY, SERVICES, AND OTHER FACILITIES.....	32
ARTICLE 23 – SATURDAY, SUNDAY, HOLIDAY, AND NIGHT WORK.....	33
ARTICLE 24 – AVOIDANCE OF POLLUTION CONTRIBUTION DURING CONSTRUCTION OPERATIONS.....	33
ARTICLE 25 – USE OF CHEMICALS.....	33
ARTICLE 26 – COMPLETION DATE AND LIQUIDATED DAMAGES.....	34
ARTICLE 27 – SALVAGE MATERIALS AND UNUSED EQUIPMENT OR MATERIALS.....	34
ARTICLE 28 – STORAGE OF MATERIALS AND/OR EQUIPMENT.....	35
ARTICLE 29 – U.S. PRODUCTS PREFERENCE.....	35
ARTICLE 30 – USE OF DOMESTIC STEEL.....	36
ARTICLE 31 – RECORD DRAWINGS.....	36
ARTICLE 32 – BARRICADES, LIGHTS, AND WATCHMEN.....	36

ARTICLE 1 – PRELIMINARY MATTERS

- A. Delivery of Bonds: When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with the INSTRUCTIONS TO BIDDERS and Article 6.
- B. Commencement of Contract Time; Notice to Proceed: The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.
- C. Starting the Project: CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run and the Contractor's insurance for the project is in full effect.
- D. Before Starting Construction: Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation clarification from ENGINEER before proceeding with any Work affected thereby.
- E. Within fourteen (14) days after the Effective Date of the Agreement: CONTRACTOR shall submit to ENGINEER for review: an estimated progress schedule indicating the starting and completion dates of the various stages of the Work; a preliminary schedule of Shop Drawing submissions; and a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price. Schedule of Values will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.
- F. Before any Work at the site is started, CONTRACTOR shall deliver to the OWNER and ENGINEER, insurance certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with Article 7.
- G. Preconstruction Conference: Within twenty one (21) days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph E., to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.
- H. Finalizing Schedules: At least fourteen (14) days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph F. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement

for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 2 – PLANS AND SPECIFICATIONS

2.1 INTENT

- A. The Plans, Specifications, Bidder's Documents, Contract Documents, Bidder requirements, and all other agreements are interrelated and their intent is to prescribe a complete improvement. The Contractor shall perform all items of work in the Proposal Forms, Plans, and reduced work or extra work as ordered. The Contractor shall furnish, unless provided otherwise, all material, machinery, equipment, supplies, transportation and labor for the completion of the project. The Contractor shall, for the price bid, perform all work shown on the Plans, required by the Specifications, or as reasonably inferred, requested, or as required for a complete and workable project. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. Not all details are shown, particularly for architectural, equipment, and building details. Where details are not shown, the Contractor shall submit proposed details to Engineer for review, and shall perform the work in accordance with details accepted by the Engineer.
- B. The Plans accompanying these Specifications form a part of the Contract and include the drawings showing the location and details of the work insofar as practicable. No change or alteration shall be made in the plans without the written permission of the Engineer. The figure dimensions on the Plans may be assumed or based upon previous construction information. The Contractor shall check carefully all dimensions before proceeding with the construction. Should any errors be discovered, the Engineer's attention shall be immediately directed to same.
- C. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specifications, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions set forth herein. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 2.3.
- D. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER;

and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

2.2 COORDINATION OF PLANS AND SPECIFICATIONS

- A. These Bid Documents, General Conditions, Supplementary Conditions, Technical Specifications, Plans, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and provide for a complete work. In case of discrepancy, figured dimensions, unless obviously incorrect, shall govern over scaled dimensions. Supplementary Conditions shall govern over the General Conditions. Plans shall govern over Specifications. Special Provisions shall govern over General Conditions, Supplementary Conditions, Specifications, and Plans. The latest revision or its replacement of a professional association's specification or regulatory requirement shall govern.
- B. It is the intent of the Drawings and Specifications that the Contractor shall furnish all labor, tools, materials, equipment, transportation, and services necessary for the proper execution of the work so shown and/or described, unless specifically noted otherwise. The Contractor shall execute all work so described in full conformance with the Plans, Specifications, and all Contract Documents; shall perform all incidental work necessary to complete the project in an acceptable manner; and shall fully and satisfactorily complete all work, facilities, and improvements, ready for use, occupancy, and operation by the Owner in a timely manner. To avoid delaying the schedule, the Contractor shall always spot check by exposing, measuring, etc. the existing facilities early in the project to coordinate the changes as shown or implied by the Contract Documents to existing facilities i.e., piping, equipment, etc.
- C. The Contractor shall not take advantage of errors or omissions in the Plans or discrepancies between the Plans and Specifications. It shall be his responsibility to notify the Engineer of any errors or discrepancies found and ask for a clarification. The Engineer will make the corrections or clarifications. After discovery of such inconsistencies or ambiguities by the Contractor, any work done by the Contractor on any part of the project affected by such inconsistencies or ambiguities before receipt of written corrections from the Engineer shall be at the Contractor's risk.
- D. Whenever in the Contract Documents use the (or similar) terms "as ordered", "as directed", "as required", "as allowed", "as approved" or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" to describe a requirements, direction, review, or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the Work for compliance with the Contract Documents. The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work.

2.3 ALTERATIONS AND CHANGE ORDERS

- A. The Engineer may without notice to the Surety and without change in the unit bid prices, make alterations in the Plans or the work and its quantities to complete the proposed construction. Alterations shall not be considered as a waiver of any of the conditions of the Contract or Bonds.
- B. Except for the purpose of affording protection against any emergency endangering life or

property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements, or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Engineer and Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.

C. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. A formal Written Amendment,
2. A Change Order, or
3. A Work Directive Change.

Contract Price and Contract Time may be changed by a Change Order or a Written Amendment. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

1. A Field Order,
2. ENGINEER's approval of a Shop Drawing or sample, or
3. ENGINEER's written interpretation or clarification.

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

1. Unit prices or combinations of unit prices which formed the basis of the original Contract.
2. A lump sum mutually accepted based upon the Contractor's estimate which is properly itemized and supported by sufficient substantiating data to permit evaluation by the Engineer and Owner.
3. If the proposal from methods 1 and 2 above are not acceptable and prompt agreement between the two (2) parties cannot be reached, the Owner may order the Contractor to proceed with the work on a Force Account basis, under which the net cost shall be the sum of the actual costs that follow:
 - (i) Estimated cost for labor
 - (ii) Materials entering permanently into the work
 - (iii) The ownership or reasonable rental cost of construction plant and equipment during the time of use on the extra work
 - (iv) Power and consumable supplies for the operation of power equipment
 - (v) Labor insurance
 - (vi) Benefits, social Security, old age, and unemployment contributions.

To the net cost shall be added a fixed fee agreed upon, but not to exceed fifteen (15) percent of the net cost, to cover supervision, overhead, bond, and any other general expense, and profit. The Contractor shall submit to the Owner itemized cost sheets showing actual cost of performance of the work. When the work is performed under this method, the Contractor shall take appropriate measures to mitigate the costs incurred.

4. Each Change Order shall include in its final form:
 - (i) A detailed description of the change in the work.
 - (ii) The Contractor's Proposal (if any) or a conformed copy thereof.
 - (iii) A definite statement as to the resulting change in the Contract price and/or time.
 - (iv) The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the Change Order.

- E. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER.

ARTICLE 3 – CONTROL OF THE WORK

3.1 ENGINEER

- A. Project communication is generally through the Engineer and the work shall be accomplished under the periodic review of the Engineer. The Engineer shall decide questions which arise concerning materials furnished, work performed, and the extension of time. The Engineer shall interpret the Plans and Specifications during the fulfillment of the Contract. The Engineer is not authorized to increase the obligation of the Owner to the Contractor, except in accordance with the terms of the Contract.

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

- C. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative (RPR) to assist ENGINEER in observing the performance of the Work. RPR's may be appointed by the Engineer or Owner, but shall have no authority to permit any deviation from the Plans and Specifications except on written order from the Engineer. The Contractor will be liable for any deviation except on such written order. RPR's shall have authority, subject to the final decision of the Engineer, to condemn and reject any defective work and to suspend the work when it is not being performed properly.

- D. The RPR shall in no case act as superintendent or foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any advice which the RPR may give the Contractor shall in no way be construed as binding to the Engineer in any way or releasing the Contractor from fulfilling all of the terms of the Contract. If OWNER designates another agent to represent OWNER at the site who is not ENGINEER's agent or employee, the duties, responsibilities, and limitations of authority of such other person shall be provided to the CONTRACTOR by the OWNER.

- E. The Engineer will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Engineer will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents and all applicable Federal or State Regulations. The Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- F. The Engineer will have authority to reject Work which does not conform to the Contract Documents. However, neither this authority of the Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.
- G. The Engineer shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples, and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents and in all cases the Contractor shall remain responsible for the deviations. The Engineer shall not be required to review partial submissions, submittals containing significant inaccuracies, submittals not properly and thoroughly coordinated by the Contractor, or those for which submissions of correlated items have not been received.
- H. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.
- I. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a written claim therefore as provided in Section 2.3.

3.2 CONTRACTOR

- A. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and

conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Engineer at once.

- B. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.
- C. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer in the Engineer's administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than the Contractor. The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- D. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Owner and the Engineer, on the work at all times during working hours with full authority to supervise and direct the work and who shall be the Contractor's agent responsible for the faithful discharge of the Contractor's obligations under the Contract during working hours. All communications given to the superintendent shall be as binding as if given to CONTRACTOR. Superintendent shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The Contractor's superintendent shall be equipped with a mobile phone or other communication device suitable to the Engineer for contact by the Engineer or Owner.
- E. The Owner shall have the authority to require the Contractor to remove from the work any incompetent or insubordinate superintendent.
- F. The Contractor shall employ only competent skillful workers and shall at all times enforce strict discipline and good order among the employees. The Contractor shall neither permit nor suffer the introduction or use of alcoholic beverages or controlled substances upon or about the work embraced in this Contract. The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.
- G. The Contractor shall be solely responsible for the safety of his employees and job site personnel during the progress of the work as well as the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.
- H. The Contractor is responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by the subcontractors and is aware that

nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

- I. The Owner may award, or may have awarded other Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.
- J. The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Subcontractors, or material men engaged upon this Contract. He shall be prepared to guarantee to each of his Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

3.3 OWNER

- A. OWNER shall issue all communications to CONTRACTOR through ENGINEER.
- B. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to approval by the OWNER.
- C. OWNER shall furnish the data required by OWNER under the Contract Documents promptly and shall make payment to CONTRACTOR promptly after they are due.
- D. OWNER executes all Change Orders.

ARTICLE 4 – CONTRACTOR’S SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- A. Unless otherwise stipulated, the Contractor shall perform with his own organization and equipment not less than fifty (50%) percent of the value of all Work in the Contract not including material cost. A Subcontractor shall be recognized only as an employee or agent of the Contractor and his removal may be required by the Owner.
- B. CONTRACTOR shall not employ any Subcontractor, Supplier, or other person or organization whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.
- C. The Contract Documents may require the identity of certain Subcontractors, Suppliers, or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be listed and/or submitted to the OWNER in advance. OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection) of these entities in the bidding or Contract Documents may still be revoked on the basis of reasonable objection after due investigation. If requested by the Owner, the CONTRACTOR shall submit an acceptable substitute and the Contract Price shall not change unless approved in advance of the change by the Owner and Engineer. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier of other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

- D. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier, or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other person or organization except as may otherwise be required by Laws and Regulations.
- E. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- F. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents.

ARTICLE 5 – AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

5.1 AVAILABILITY OF LAND

- A. Availability of Lands: OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights of way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands, rights of ways or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefore as provided in Article 14. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.2 PHYSICAL CONDITIONS

- A. Explorations and Reports: Reports of explorations and tests of subsurface conditions at the site may have been utilized by ENGINEER in preparation of the Contract Documents. When provided, the CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes. CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.
- B. Existing Structures: Numerous sources of information (surveys, record drawings, construction drawings, on-site observations, discussions with the Owner's staff, etc.) may have been used by the Engineer in preparation of the Contract Documents. CONTRACTOR may rely upon the information contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes.
- C. Report of Differing Conditions: If CONTRACTOR believes that:
 - 1. Technical data on which CONTRACTOR is entitled to rely as provided is inaccurate, or

2. Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected, or referred to in the Contract Documents.

CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency), notify OWNER and ENGINEER in writing about the accuracy or difference.

- D. ENGINEER's Review: ENGINEER will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) or ENGINEER's findings and conclusions.
- E. Possible Document Change: If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued to reflect and document the consequences of the inaccuracy or difference.
- F. Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If OWNER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefore.
- G. Underground Facilities: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site may be assumed or based upon information/data furnished to OWNER or ENGINEER by the owners of such underground facilities or by others. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and the CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.
- H. Underground Facilities Not Shown or Indicated: If any Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency), identify the owner of such Underground Facility and give written notice thereof to the OWNER and ENGINEER. ENGINEER will review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of Contract Time, or both, to the extent that they are attributable to the existence any Underground Facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of.

5.3 REFERENCE POINTS

- A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 6 – PERFORMANCE AND PAYMENT BONDS

- A. CONTRACTOR shall furnish performance and payments Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury. All Bonds signed by an agent must be accompanied by a certified copy of the authority act.
- B. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of Project is located or it ceases to meet these requirements, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to OWNER.

ARTICLE 7 – INSURANCE AND INDEMNIFICATION

7.1 CONTRACTOR'S INSURANCE

- A. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents. Types of claims for which the Contractor's protection shall be provided include, but shall be limited to, the following:
 - 1. Claims under worker's or workmen's compensation, disability benefits and other similar employee benefit acts;
 - 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
 - 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
7. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance shall include the specific coverages and be written for not less than the limits of liability and coverages required below, or as required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least sixty days' prior written notice has been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work. In addition, CONTRACTOR shall maintain such completed operations insurance for a least one year after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

- B. Before any work is commenced, the Contractor shall furnish an approved certificate of insurance addressed to the Owner, showing that he carries the following insurance which shall be maintained throughout the term of the Contract.

1. Workmen's Compensation	Statutory Limit
2. Employer's Liability for Hazardous Work	If Needed
3. Public Liability (Bodily Injury) and Property Damage	\$1,000,000/occurrence \$2,000,000/aggregate
4. Automobile Liability	\$1,000,000
5. U.S. Long Shoremen's and Harbor Worker's Insurance	Statutory Limit by Law
6. Builder's Risk	Insurable Portion

- C. The Contractor shall carry or require that there be carried the insurance listed above for the protection of all his employees and those of his Subcontractors engaged in work under this Contract, and for the protection of the public.
- D. If the work includes pipelines or other underground structures, the Property Damage Liability shall include explosion, collapse, and underground coverage.
- E. The premiums for all insurance and the bond required herein shall be paid by the Contractor.
- F. It shall be the obligation of the Contractor to complete and deliver to the Owner the structure required by these Contract Documents regardless of any loss, damage to, or destruction of the structure prior to delivery.

7.2 OWNER'S AND ENGINEER'S (3rd PARTY) PROTECTIVE LIABILITY INSURANCE

- A. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise from the Contractor's execution of the work, whether execution be by the Contractor, any Subcontractor, any one directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The Contractor and/or any subcontractors waive subrogation as to the Owner, its officers, agents, employees, consultants, and Engineer (Engineers of the South, LLC). This shall be stated as such in all policies and on all certificates. The full aggregate limits apply per job or contract. This shall be stated as such in all policies and on all certificates. Insurance for Contractor or any of its agents, employees, or subcontractors shall cover both on-site and off-site operations under this Contract and insurance coverage shall extend to any motor vehicles or other related equipment, irrespective of whether the same is owned, non-owned, or hired. Coverage shall be as required in Article 7.1.
- B. The Contractor's insurance shall remain in effect for the duration of the project. Maintenance of proper insurance coverage is a material element of the Contract. Failure to maintain, renew and/or provide evidence of renewal may be treated by the Owner as a material breach of Contract. The lack of insurance does not negate the Contractor's obligations under this Contract including, but not limited to, indemnification of the Owner and Engineer from any damages resulting from the Contractor's failure to obtain, maintain, or renew the minimum insurance policies and endorsements required herein.
- C. Original Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to the Owner's execution of the Contract. These Certificates shall contain the following:
1. Provision that coverage afforded under the policies will not be canceled unless at least sixty (60) days prior Written Notice has been given to the Owner.
 2. The Contractor's and any subcontractor's general liability, umbrella excess liability, and automobile liability insurance shall endorse the Owner, its officers, agents, employees, and Engineers of the South, LLC as additional insureds for any claims arising out of work performed under this Contract.
 3. There shall be a statement that the Contractor and any subcontractor waive subrogation as to the Owner, its officers, agents, employees, and Engineers of the South, LLC.
 4. There shall be a statement that full aggregate limits apply per job or contract.
 5. Indication for coverage of x, c, and u as described below.
- D. Copies of the Contractor's automatic policy endorsements or original policy endorsements acceptable to the Owner shall be filed with the Owner prior to the Owner's execution of the Contract. Policy endorsements for additional insureds and waivers of subrogation shall be for both on-going and completed operations and shall be as provided for in the following:
1. Additional Insured Endorsements - ISO's CG 20 10 11/85.
 2. Waivers of Subrogation Endorsement - ISO's CG 24 04 10 93.
- E. The Owner, his agents, and the Engineers shall be named as additional insureds in all insurance policies carried by the Contractor or that of his subcontractors for this Contract. The above mentioned insurance shall be primary without contribution from any insurance or deductibles available to the additional insureds. The requirement for providing these endorsement forms shall in no way obligate the Contractor to provide, supplement, or replace the Engineer's own professional liability insurance. Use of alternative endorsement forms shall not limit the provisions for 1 and 2 above.

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

7.3 CONTRACTOR'S AND SUBCONTRACTOR'S INDEMNIFICATION PROVISION

- A. The CONTRACTOR and/or SUBCONTRACTOR shall indemnify and hold harmless the OWNER, ENGINEER, ENGINEER'S Consultants, and the officers, directors, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by a negligent act or omission of the Contractor, any Subcontractor or Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work.
- B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, or employees by any employee (or the survivor or personal representative or such employee) of CONTRACTOR, any Subcontractor or Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph (1) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other person or organization under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- C. The Contractor's insurance shall remain in effect for the duration of the project. Maintenance of proper insurance coverage is a material element of the Contract. Failure to maintain, renew and/or provide evidence of renewal may be treated by the Owner as a material breach of Contract. The lack of insurance does not negate the Contractor's obligations under this Contract including, but not limited to, indemnification of the Owner and Engineer from any damages resulting from the Contractor's failure to obtain, maintain, or renew the minimum insurance policies and endorsements required herein.
- D. If, through acts of neglect or through failure to comply with any applicable Government regulations by the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the Owner shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

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

ARTICLE 8 – SAFETY, PROTECTION, AND EMERGENCIES

8.1 SAFETY AND PROTECTION

- A. The Contractor at his own expense, shall maintain project and public safety. The Contractor agrees to hold the Owner and Engineers harmless and indemnify them from all claims for damages resulting from construction of the project by the Contractor or Subcontractors, his agents or employees. The Owner and/or Engineers are not responsible for providing the Contractor a safe place to work nor for the safety of any equipment, procedure, or material used on construction or incorporated into the work. The Contractor shall be solely responsible for the means and methods of construction and for safety.
- B. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor, in the prosecution of his work under the Contract, is bound by the requirements of "Safety and Health Regulations for Construction" of the Occupational Safety and Health Administration, U.S. Government Department of Labor, and of other authorities having jurisdiction in safety matters.
- C. The Contractor is solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work; and this requirement is not limited in application to normal working hours, but applies continuously twenty-four (24) hours per day until acceptance of the work by the Owner, and thereafter when working during the warranty phases of the project.
- D. CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- E. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.
- F. Under the terms and conditions of this Contract, the Engineers shall not act as Safety Engineer or Safety Supervisor, since such responsibility remains solely with the Contractor. The Engineer shall not be responsible for establishing safety practices or for prescribing safety measures for the contractor. The duty of the Engineer to review the work in order to determine its acceptability in accordance with the Specifications and to conduct construction review of the Contractor's performance for the benefit of the Owner, shall not be construed as a duty to review the adequacy of the Contractor's safety measures on or near the construction site and/or to direct the actions of the Contractor's employees in the performance of the work as such duties are not included among the responsibilities of the Engineer.
- G. When the use of explosives is necessary, the Contractor shall use care to prevent damages to life or property. The Contractor and his Surety shall indemnify and save harmless the Owner and the Engineer from all claims for damages arising out of the use of explosives or any other dangerous material. If no local laws or ordinances apply, storage of explosives shall be not

closer than 1,000 feet from the road, street, any building or area of public use. Fuel tanks, systems, and appurtenances shall be stored and utilized in a way to comply with OSHA and regulatory agencies

8.2 EMERGENCIES

- A. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

8.3 PUBLIC CONVENIENCE AND SAFETY

- A. The Contractor is required to conduct his work as to ensure the least possible obstruction to traffic, to ensure the least possible inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property. No disturbing noise will be allowed particularly in residential areas between the hours of 9:00 p.m. until 7:30 a.m. unless an emergency occurs. Permission of the proper authority is required before any road or street is closed to the public. The maintenance of accessibility of fire-fighting equipment to fire hydrants and to such areas as are necessary for the provision of fire protection is a requirement of the Fire Department or the authority having jurisdiction. The provision of temporary measures as required to ensure the safe use of sidewalks and streets by the public is the responsibility of the Contractor. The proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches is to be ensured by constant clean-up along with the work and by provision of temporary facilities where required for the maintenance of natural surface drainage. The implementation of all such maintenance measures and safety precautions is the responsibility of the Contractor.
- B. No road, sidewalk, or vehicle path shall be closed by the Contractor except by permission of the Engineer, and while closed the Contractor shall maintain traffic through or around the Work. The Contractor shall notify emergency agencies and the Engineer before the starting of construction of any situations that might inconvenience or endanger traffic. All right-of-ways shall be kept continuously open and maintained in passable and safe condition. The Contractor shall clean-up and place streets back in service as soon as possible.
- C. The convenience of the general public and of residents along the road or other travel ways shall be provided for in a satisfactory manner. Where roads or streets are not available for use as detours, traffic shall be permitted to pass through the Work. The traveling public shall have precedence over Contractor's vehicles, and shall not be delayed for the convenience of the Contractor. The Contractor shall provide flagmen whose sole duties shall consist of controlling the movement of public traffic. No additional charges will be paid for traffic routing or control.
- D. The Contractor shall provide and maintain temporary roads to provide access to the Work, driveways, houses, or buildings affected by the work. Temporary bridges for pedestrians shall be provided over surfacing, pavement, sidewalks, or muddy areas.

- E. The provision by the Contractor of warning signs, warning lights, barricades, and watchmen is subject to the requirements of "Safety and Health Regulations for Construction" of the Occupational Safety and Health Administration, U. S. Government Department of Labor; the State "Manual on Uniform Traffic Control Devices for Streets and Highways"; and other authorities having jurisdiction in the areas and traffic control. The Contractor is solely responsible for satisfying the safety and traffic control requirements of authorities concerned with or affected by this work.

8.4 PROTECTION AND RESTORATION OF PROPERTY, STREETS, AND LANDSCAPE

- A. The Contractor shall not enter upon private property without obtaining permission from the owners and lessees. The Contractor shall be responsible for the preservation of all public and private property. The Contractor will obtain necessary information of existing utilities, and shall give notice to the owners or authorities at least forty-eight (48) hours before his operations will affect such property. The Contractor shall not interfere with the operation of utilities. The Contractor shall at his own expense, take necessary precautions to avoid interruption of service or damage.
- B. Work under this Contract shall include the restoration of all paved areas and macadamized roadways to their original condition at his own expense. If the Contractor fails to restore disturbed areas promptly, the Owner, after giving three (3) days' written notice, may have the pavement restored and deduct cost from the payment due the Contractor. However, any such action or lack of action, by the Owner shall not relieve the Contractor of any of his obligations under this Contract, including but not limited to safety. The Contractor must conform to the prevailing State Highway Code and Railroad Company requirements at his own expense. The Contractor shall maintain roads, streets, and highways affected by his work in a safe condition at all times.
- C. When damage or injury is done to public or private property by the Contractor, he shall repair such damage or injury so that it is equal or better condition to the property before damage.

ARTICLE 9 – PATENT FEES AND ROYALTIES

- A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents.
- B. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER anyone directly or indirectly employed by either of them from any against all claims, damages, losses, and expenses including attorney's fees and court and arbitration costs arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

ARTICLE 10 – PERMITS

- A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement, CONTRACTOR shall pay all charges of utility owners for connection to the work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

ARTICLE 11 – LAWS AND REGULATIONS

- A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.
- B. If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.
- C. The Contractor shall comply with all laws, regulations, and permits. The Contractor and his Surety shall indemnify and save harmless the Owner and the Engineer and all of their representatives or agents against any claim or liability arising from or based on the violation of any law, regulation, or permit requirement, whether by himself, his employees, or his subcontractors. The Contractor agrees to indemnify and/or reimburse the Owner for any fines, violations, charges, suits, or sums of money imposed by the Alabama Department of Environmental Management (ADEM), Environmental Protection Agency (EPA), or any agency overseeing and/or issuing regulation, law or permit for any violation arising out of the work by the Contractor pursuant to this agreement.

ARTICLE 12 – TAXES

- A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

ARTICLE 13 – USE OF PREMISES

- A. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the project site, easements, rights of way, permitted areas, and/or other areas identified by the Contract Documents and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the work,

CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

- B. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment, and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.
- C. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- D. The Owner shall have the right to take possession of and use any completed or partially completed portion of the work, notwithstanding that the time for completing the entire work or such portions of the work may not have expired; but such taking possession and use shall not be deemed to be acceptance of any work not completed in accordance with the Plans, Specifications, and Contract Documents. If such prior use should increase the cost of or delay the completion of uncompleted work, or should cause refinishing of completed work subjected to such prior use, the Contractor shall be entitled to extra compensation or extension of time, or both, as agreed upon by the Owner.

ARTICLE 14 – CHANGE OF CONTRACT TIME

- A. The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making a claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph.
- B. It is understood and agreed by and between the Owner and the Contractor that the time of completion herein set out is a reasonable time. The Contractor shall perform fully, entirely, and in an acceptable manner, the work contracted for within the contract time stated in the Contract. The contract time shall be counted from ten days after the effective date of the "Notice to Proceed", or the date work commences, whichever occurs first; and shall include all Sundays, holidays, and non work days. All calendar days elapsing between the effective dates of any orders of the Engineer for suspension of the prosecution of the work, due to the

fault of the Contractor, shall be counted as elapsed contract time, and shall not be considered for an extension of time.

- C. Extensions of time for completion, under the conditions of stated below, will be granted.
 - 1. If the satisfactory execution and completion of the Contract shall require work or material in significantly greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.
 - 2. An average or usual number of inclement weather days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. If, however, it appears that the Contractor is delayed by conditions of weather, so unusual as not to be reasonably anticipated, extensions of time may be granted.
 - 3. Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy, an extension of time may be granted. Such causes of delay shall include but not necessarily be limited to the following:
 - a. Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
 - b. Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.
- D. The Resident Project Representative or other authorized representative of the Owner shall keep a written record sufficient for determination as to the inclusion of that day in the computation of Contract time. This record shall be available for examination by the Contractor during normal hours of work as soon as feasible after the first of each construction month. In case of disagreement between the representative of the Owner and the Contractor, as to the classification of any day, the matter shall be referred to the Owner whose decision shall be final.
- E. If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may recommend to the Owner that the contract time be extended as conditions justify. If the Owner extends the contract, the extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.
- F. The amount of all extensions of time for whatever reason granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.
- G. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 14 shall not exclude recovery for damage (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) for delay by either party.

**ARTICLE 15 – WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS;
CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

15.1 WARRANTY AND GUARANTEE

- A. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. Notice of all defects shall be given to CONTRACTOR. Neither the final certificate of payment, nor any provision of the Contract Documents, not partial or entire occupancy and/or use of the work by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.
- B. The Contractor warrants to the Owner and the Engineer that all materials, work, and equipment furnished under this Contract will be new unless otherwise specified and that all work, materials, and equipment will be of good quality, free from fault and defects in conformance with the Contract Documents. All work, materials, and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The warranty shall be for one year from the date of the Final Acceptance or the date of Substantial Completion of the full Project completed in its entirety, whichever is first. If within one (1) year from the beginning date of the warranty period, any of the work, materials, or equipment is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so and pay for damages to other work, facilities, persons, or property resulting from such defects. This obligation shall survive termination of the Contract.
- C. The Performance Bond shall remain in full force and effect during the guaranty period, and the Surety shall be liable for the correction of any faults and/or defects that may have appeared within the guaranty period and have not been corrected by the Contractor.
- D. If the Project involves a roof on a building or other structure, then the Contractor shall execute and provide the Roofing Guarantee. The guarantee shall be delivered to the Owner and Engineer prior to final payment.
- E. If the Project involves termite treatment, the Contractor shall furnish to the Owner a written warranty certifying that the applied soil poisoning treatment will prevent the infestation of subterranean termites and that if subterranean termite activity is discovered during the warranty period, Contractor shall re-treat the soil and repair or replace any damage caused by termite infestation. The warranty shall be for a period of five (5) years from the date of treatment signed by Applicator and Contractor.

15.2 TESTS AND INSPECTIONS

- A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals.
- B. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approve, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be

responsible for and pay all costs in connection with any inspection or testing required in connection with OWNER's or ENGINEER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

- C. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).
- D. If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.
- E. Neither observations by ENGINEER nor inspections, tests, or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.
- F. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.
- G. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction.

15.3 CORRECTION OR REMOVAL OF DEFECTIVE WORK

- A. If required by the OWNER or ENGINEER, CONTRACTOR shall promptly, either correct all defective Work (whether or not fabricated, installed, or completed) or, if the Work has been rejected by ENGINEER, remove it from the site and replace with non-defective Work. CONTRACTOR shall bear all direct, indirect, and consequential costs of such correction or removal made necessary thereby. This obligation shall survive the termination of the Contract.
- B. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, correct such defective Work. If CONTRACTOR does not promptly comply with terms of such instructions, or in an emergency where delay would cause serious

risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

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

15.4 ACCEPTANCE AND OWNER'S CORRECTION OF DEFECTIVE WORK

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect, and consequential costs attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys, and other professionals). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.
- B. If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to correct defective work or remove and replace rejected work, or if the CONTRACTOR fails to perform the Work in accordance with the Contract Documents, the OWNER may after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. CONTRACTOR shall allow OWNER, OWNER's representative, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect, and consequential costs of OWNER, in exercising such rights and remedies will be charged against CONTRACTOR and OWNER shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect, and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 16 – PAYMENTS TO CONTRACTOR

16.1 SCHEDULE OF VALUES AND PROGRESS PAYMENTS

- A. The schedule of values established will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.
- B. At time decided by the Owner and Engineer and satisfactory to the CONTRACTOR, CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another adequately insured location agreed upon in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment with ENGINEER's recommendations, the amount recommended will (subject to the provisions of the last sentence of paragraph F) become due and will be paid by OWNER to CONTRACTOR.
- D. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, that based on ENGINEER's observations of the Work in progress as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendations); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections of all work have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents.
- E. ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR's being entitled to progress payments as set forth in paragraph D have been fulfilled.
- F. ENGINEER may refuse to recommend the whole or any part of any payment if, in the ENGINEER's opinion, it would be incorrect to make such representations to the OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such

payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

1. The Work is defective, or completed Work has been damaged requiring correction or replacement.
 2. The OWNER has been required to correct defective Work
- G. OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work or Liens have been (or may be) filed in connection with the Work or there are other items entitling OWNER to set off against the amount recommended, but OWNER must give CONTRACTOR immediate written notice (with copy to ENGINEER) stating the reasons for such action.
- H. The amount of the payment due to the Contractor shall be based upon the total value of work completed to date plus the value of materials suitably stored onsite (or offsite if insured and approved in advance) less previous payment and five percent (5%) for retainage. After the project is fifty percent (50%) complete, no additional retainage shall be withheld provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholdings

16.2 CONTRACTOR'S WARRANTY OF TITLE

- A. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear to all Liens.

ARTICLE 17 – SUBSTANTIAL COMPLETION

- A. "Substantial completion" shall be that degree of completion of the entire Project, unless otherwise provided for, as evidenced by the Engineer's written notice of substantial completion, sufficient to provide the Owner, at its discretion, the full-time use of the work or defined portion of the work for the purposes for which it was intended. "Substantial completion" of a Project shall be that degree of completion that has provided a minimum of 7 continuous days of successful, trouble-free operation of the entire project facilities in a "fully automatic" manner acceptable to the Owner and Engineer and with all redundant systems fully operational. All equipment contained in the Project, plus all other components required in the Plans and Contract Documents to enable the Owner to operate the project facilities in the manner that was intended, shall be complete on the substantial completion date. The Project herein described is a complete Project in its entirety and shall include clean-up and other aesthetically pleasing requirements of the project. Completion of individual components of the Project cannot be considered for substantial completion until the sum total of these components are complete and thus, the components when operating properly will provide the Owner with a complete Project.
- B. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons

therefor. If the ENGINEER and OWNER consider the Work substantially complete, the ENGINEER will prepare and deliver to the OWNER and CONTRACTOR a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion.

- C. Issuance of a written certificate of Substantial Completion shall serve the purpose of establishing the starting date for specific equipment guarantees or warranties, and to establish the date the Owner will assume the responsibility for the cost of operating such equipment.
- D. Certificate of Substantial Completion shall not be considered as final acceptance of any portion of the Project or relieve the Contractor from completing the remaining work, including any remaining performance or acceptance testing, within the specified time and in full compliance with the Contract Documents. Specifically, the issuance of a written notice of Substantial Completion shall not relieve the Contractor of his obligation to promptly remedy any omissions and latent or unnoticed defects in the Project covered by the written notice of substantial completion.
- E. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete, or correct items on the tentative list.

ARTICLE 18 – PARTIAL UTILIZATION

- A. Use of OWNER of any finished part of the Work, which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all of the Work subject to the following provisions of paragraphs B and C.
- B. OWNER at any time may request CONTRACTOR to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
- C. OWNER may at any time request CONTRACTOR to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER may

begin. ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR. During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

- D. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the Contract requirements in respect of property insurance.

ARTICLE 19 – FINAL INSPECTION

- A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.
- B. Verification, approval, inspection, final inspection, issuance of final acceptance, issuance of final certificate of payment, action, or approval by the Owner upon the final certificate of payment or final acceptance shall not in any way relieve the Contractor of responsibility for faulty materials or workmanship.

ARTICLE 20 – FINAL APPLICATION FOR PAYMENT AND ACCEPTANCE

- A. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked up record documents and other documents as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.
- B. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend

final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

- C. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER may, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required by the Contract, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER and OWNER with the Application for such payment. Payments made shall be under the terms and conditions governing final payment, except that they shall not constitute a waiver of claims.
- D. The making and acceptance of final payment will constitute:
 - 1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified herein; however, it will not constitute a waiver by OWNER of any rights in respect to CONTRACTOR's continuing obligations under the Contract Documents.
 - 2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.
- E. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from obligations under this Contract and the Performance Bond, Payment Bond, and other bonds, warranties and guarantees as herein provided. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

ARTICLE 21 – SUSPENSION OF WORK AND TERMINATION

21.1 SUSPENSION

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

- C. OWNER may, at any time and without cause, suspend the Work or any portion thereof for longer periods of time but not more than ninety days by notice in writing to CONTRACTOR. Upon suspension, OWNER will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed to request an increase in Contract Price and/or an extension of the Contract Time, or both, if directly attributable to an optional suspension by the OWNER.
- D. Should the Work be stopped by an injunction, court restraining order, process, or judgment directed to either of the parties hereto, then such delay shall not be charged against the Contract time. The Owner will not be liable to the Contractor for such delay or termination of the Work. If it should become necessary to stop work, the Contractor shall store materials and protect the Work.

21.2 TERMINATION

- A. OWNER may terminate upon the occurrence of any one or more of the following events:
 - 1. If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
 - 2. If a petition is filed against CONTRACTOR under any chapter of the Bankrupt Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - 3. If CONTRACTOR makes a general assignment for the benefit of creditors.
 - 4. If a trustee, receiver, custodian, or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors.
 - 5. If CONTRACTOR admits in writing an inability to pay its debts generally as they become due.
 - 6. If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under Article 1 as revised from time to time).
 - 7. If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction.
 - 8. If CONTRACTOR disregards the authority of the OWNER and ENGINEER; or otherwise violates in any substantial way any provisions of the Contract Documents; OWNER may, after giving CONTRACTOR (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude 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 OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case 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, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

- B. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.
- C. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, 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).

ARTICLE 22 – CONTRACTOR’S RESPONSIBILITY FOR UTILITY PROPERTY, SERVICES, AND OTHER FACILITIES

- A. The Contractor shall fully cooperate with private and public utilities. Where the Contractor's operations are adjacent to properties or utilities, work shall not be started until arrangements for their protection have been made. The Contractor shall be solely responsible to the Owners and Operators of properties or utilities for injuries or damages. If required by the Owner, he shall furnish special Protective Public Liability and Property Damage Insurance in an amount specified. The Contractor shall co-operate with the owners of utilities if any of their facilities are removed or rearranged. The Contractor shall be responsible for costs associated with this item.
- B. In the event of interruption to utility services caused by the Contractor, the Contractor shall promptly notify the proper authority. He shall cooperate in the restoration of service promptly. The Contractor shall be responsible for costs associated with this item.
- C. Where construction work under this Contract is adjacent to or crosses highways, railroads, streets, roads, access facilities, or utilities under the jurisdiction of State, County, City, or other public agency, public utility or private entity, the Contractor is required to furnish such bond (cash or surety as required), insurance agreement or satisfy any other permit conditions as may be required before executing such construction work. A copy of the bond or insurance agreement (when required) must be filed with the Owner before any work is done. The Contractor is responsible for his means and methods of construction to satisfy the

permitting authority and to obtain the desired result as shown within the Contract Documents. Though the Owner will obtain the general permit, it is the responsibility of the Contractor to obtain special or supplemental permits for his means and methods of construction such as blasting permits. The Contractor is responsible for the replacement and/or repair of all existing construction, utilities, or facilities damaged in the execution of work under this Contract. The Contractor will be required to furnish releases from all authorities affected by the work before final acceptance of the work under this Contract.

ARTICLE 23 – SATURDAY, SUNDAY, HOLIDAY, AND NIGHT WORK

- A. Work on Saturdays, Sundays, Holidays, or at night may be required when special connections to existing systems are to be made, when new facilities are to be placed in service, when existing facilities are to be taken out of service, when it is more advantageous to the utilities involved, or when an emergency arises in the work schedule. In such cases (unless required by emergency) the Owner must be notified prior to beginning work. The work should be scheduled well in advance and arrangements made for prosecution of the work with minimum inconvenience to the public.
- B. All other work on Saturdays, Sundays, Holidays, or at night shall be so performed without additional expense to the Owner and with the Owner's approval. Maintenance work normally required for protection of persons, or for protection of the work or property, will be permitted at any time. No equipment or system where controls or any other complicated processes are involved shall be placed in service on Friday, Saturday, Sunday, observed Holidays, or any day before observed Holidays without the consent of the Owner.

ARTICLE 24 – AVOIDANCE OF POLLUTION CONTRIBUTION DURING CONSTRUCTION OPERATIONS

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

ARTICLE 25 – USE OF CHEMICALS

- A. All chemicals used during construction of the project or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reagent, or of other classification, must show approval of EPA, USDA, or FDA, according to the purposes for which the particular chemical is to be used. Application of all such chemicals and disposal of residues therefrom are dependent upon the instructions and recommendations of the manufacturers of the respective chemicals.

ARTICLE 26 – COMPLETION DATE AND LIQUIDATED DAMAGES

- A. The Engineer will issue a Notice to Proceed to the Contractor. The Notice to Proceed will state the date upon which work shall start, and the Contractor will then be allowed the number of calendar days shown in the Proposal, Contract or Supplementary Conditions.
- B. The Contractor shall proceed expeditiously with adequate forces and shall achieve acceptance of all Work within the Contract Time. If the Contractor is delayed in progress of the Work by unpredictable circumstances created by a separate contractor employed by the Owner; by changes ordered in the Work; by unavoidable casualties; or by delay authorized by the Owner, then the Contract Time may be extended as provided for in Article 14.
- C. Liquidated damages shall be as described herein and in the Supplementary Conditions. The number of calendar days allowed for completion of the project is stipulated in the Proposal and in the Contract and shall be known as the Contract Time. The Contractor agrees that time is a critical element for this Contract. Loss will accrue to the Owner due to delayed completion of the work; and the cost to the Owner of the administration of the Contract, including but not limited to, fines from ADEM, engineering, inspection, and supervision, will be increased as the time occupied in the work is lengthened. The Contractor agrees that for each day of delay beyond the number of calendar days herein agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for in General Conditions), the Owner may withhold, permanently, from the Contractor's total compensation, the stipulated damages for each day of such delay. Should the amount otherwise due the Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.
- D. Should the Owner not deduct liquidated damages when it is first entitled to, this shall in no way limit the Owner's right to deduct or claim the entire liquidated damages at whatsoever time the Owner may desire. It is understood and agreed that the above deduction is not a penalty, but money due to reimburse the Owner for inconvenience and damage to the general public, due to the delay in the completion of the Project and is reasonable. The collection of liquidated damages by the Owner shall not constitute an election or waiver by the Owner of recovery of additional delay or non-delay related damages from the Contractor, and the Owner expressly reserves the right to recover actual damages for other harms resulting from delay. The provisions of the liquidated damage clause shall apply and continue to apply even if the Contractor terminates or abandons the Project prior to the scheduled completion dates.
- E. The amounts of such liquidated damages and actual damages incurred by reason of failure to complete the work stipulated in the Contract are hereby agreed upon as reasonable estimates of the costs which may be accrued by the Owner. It is expressly understood and agreed that these amounts are not to be considered in the nature of penalties, but as damages which have accrued against the Contractor. The Owner shall have the right to deduct such damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectible from the Contractor or Surety.

ARTICLE 27 – SALVAGE MATERIALS AND UNUSED EQUIPMENT OR MATERIALS

- A. All existing materials and/or equipment removed and not required to be reused or relocated remains the property of the Owner. These materials and equipment will be stored orderly at

the job site in accordance with the Owner's instructions. All unusable items as determined by the Owner will be disposed by the Contractor as excess materials.

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

ARTICLE 28 – STORAGE OF MATERIALS AND/OR EQUIPMENT

- A. Materials and/or equipment to be incorporated in the work shall be properly housed or otherwise protected from corrosion and damage so as to ensure the preservation of their finish, quality, and fitness for the work. Where considered necessary to secure proper protection, the materials shall be placed on racks, platforms, or hard clean surfaces not subject to surface drainage. Factory finished items shall be stored above ground, covered, individually sealed, or housed indoors as required. Equipment shall as a minimum be stored and maintained in accordance with the manufacturer's recommendations. The Contractor shall be aware of the potential difficulties involved in the storage of equipment fitted with bearings which may suffer damage from a long period of idleness, and shall take such precautionary measures as may be required to preserve the life expectancy of the bearings. Materials not properly stored, housed, and maintained in condition for service as intended will be deducted from the stored materials and will not be incorporated in the work. Full instructions on storage should be provided with the shop drawings.
- B. Stored materials and equipment shall be located and arranged so as to facilitate observation. When the Contractor desires to accept delivery of material or equipment which cannot be accommodated or housed on the site of the work he may, but only with the permission of the Owner, store such material and/or equipment in an insured and bonded warehouse within a 60 mile radius of the project site. Any agreement for rental of such storage space by the Contractor shall contain a provision that the material and/or equipment thus stored shall not be subject to a lien for payment of storage. A certificate of insurance shall be furnished. The storage facility shall be climate-controlled, if appropriate. The Owner shall be protected against loss of or damage to such stored equipment by the terms and endorsements of the Contractor's insurance policies.
- C. The Contractor shall develop an inventory of stored equipment showing the maintenance required during storage and containing a place for the Contractor to sign off when the maintenance is performed. The maintenance provided shall be stated, dated, and signed by the person performing the work. The Contractor shall notify the Engineer's representative sufficiently prior to performing the work to allow the representative to accompany the Contractor during the maintenance. The Stored Equipment Maintenance Inventory shall be submitted to the Engineer with each monthly pay request.

ARTICLE 29 – U.S. PRODUCTS PREFERENCE

- A. The successful Bidder (Contractor) shall comply with ALA. CODE §39-3-1 (1975), shall agree to utilize in the execution of the Project, materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and not contrary to any sole source

specifications. It is further stipulated that a breach of the foregoing provision of this agreement by the Contractor in failing to utilize domestic products shall result in a downward adjustment in the Contract price equal to any realized savings or benefit to the Contractor.

ARTICLE 30 – USE OF DOMESTIC STEEL

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

ARTICLE 31 – RECORD DRAWINGS

- A. Before any work is started, the Contractor shall obtain at his own expense one set of Plans to be used for Record Drawings. The Engineer will supply the Plans at printing cost plus ten percent (10%) to the Contractor. Record Drawings will be kept on full-size plan sheets; no half-size sheets will be permitted. The Record Drawings shall be stored and maintained in good condition at all times by the Contractor and shall be made available to the Engineer at the work site immediately at the Engineer's request. All writing, notes, comments, dimensions, etc. shall be legible. The Record Drawings shall be stored flat and shall not be rolled. The Record Drawings shall be submitted to the Engineer before the project can be accepted.
- B. The Contractor shall accurately identify and document the locations of all underground and/or concealed work that he has performed and/or has been affected by his work. This shall include all equipment, conduits, pipe lines, valves, fittings and other appurtenances and underground structures that are part of the Contractor's work and their proximity to existing underground structures and utilities to the extent known. The Contractor will certify accuracy of the Record Drawings by endorsement.
- C. The Contractor's work shall be documented on the Record Drawings in an on-going manner. Distances, offsets, depths, etc. shall be accurately measured from permanent fixed objects so that the Owner can expose any item of the work in the future with a minimum of effort. All such measurements shall be made before the items of work are covered or backfilled. The Contractor shall be required to expose and recover/backfill the work at his own expense if, in the Engineer's opinion, the measurements need to be verified.

ARTICLE 32 – BARRICADES, LIGHTS, AND WATCHMEN

- A. Where the work is carried on or adjacent to any street, alley or public place, the Contractor shall, at his own cost and expense, furnish and erect such barricades, fences, lights and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary.
- B. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise the Contractor shall furnish and maintain at least one light at each barricade and sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work

under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

- C. The Contractor will be held responsible for all damage to the work due to failure to barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights, and for providing watchmen, shall not cease until the project shall have been accepted by the Owner.

SECTION 00 73 00 – SUPPLEMENTARY CONDITIONS

TABLE OF CONTENTS

ARTICLE 1 – GENERAL 2

ARTICLE 2 – PLAN SETS FOR CONTRACTOR’S USE 2

ARTICLE 3 – LOCATION OF PROJECT 2

ARTICLE 4 – SCOPE OF WORK 2

ARTICLE 5 – KNOWLEDGE OF CONDITIONS 2

ARTICLE 6 – TIME ALLOTTED FOR COMPLETION 2

ARTICLE 7 – LIQUIDATED DAMAGES FOR DELAY 3

ARTICLE 8 – TRENCH AND EXCAVATION SAFETY SYSTEM 3

ARTICLE 9 – ALABAMA UNDERGROUND FACILITIES DAMAGE PREVENTION ACT 3

ARTICLE 10 – MINIMUM WAGES 3

ARTICLE 11 – EXISTING STRUCTURES 4

ARTICLE 12 – USE OF EXPLOSIVES 4

ARTICLE 13 – WATER FOR CONSTRUCTION 4

ARTICLE 14 – MATERIAL STORAGE 4

ARTICLE 15 – LIGHT AND POWER 4

ARTICLE 16 – SEQUENCE OF CONSTRUCTION 4

ARTICLE 17 – TEST BORINGS/SUBSURFACE INFORMATION 5

ARTICLE 18 – O&M MANUALS 5

ARTICLE 19 – RELEASE AND CONTRACTOR'S AFFIDAVIT 6

 RELEASE FORM 7

 CONTRACTOR'S AFFIDAVIT FORM 8

ARTICLE 1 – GENERAL

- A. The provisions of this section of the Specifications shall govern in the event of any conflict between them and the "General Conditions".

ARTICLE 2 – PLAN SETS FOR CONTRACTOR'S USE

- A. OWNER shall furnish to CONTRACTOR up to three (3) copies of the Contract Documents for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction plus ten percent (10%).
- B. The Contractor shall keep one (1) copy of all Drawings and Contract Documents in good condition readily accessible at the site of the work available to the Engineer and his authorized representatives.

ARTICLE 3 – LOCATION OF PROJECT

- A. A map showing the general location is included in the Plans.

ARTICLE 4 – SCOPE OF WORK

- A. See Advertisement for Bids for the Scope of Work.

ARTICLE 5 – KNOWLEDGE OF CONDITIONS

- A. The Contractor states that he has examined all the available records and has made a field examination of the site and that he has informed himself about the character, quality, and quantity of surface and subsurface materials and other conditions to be encountered; the quantities in various sections of the work; the character of equipment and facilities needed for the prosecution of the work; the location and suitability of all construction materials; the local labor conditions; and all other matters in connection with the work and services to be performed under this contract.

ARTICLE 6 – TIME ALLOTTED FOR COMPLETION

- A. The time allotted for completion of the work shall be 270 consecutive calendar days, which time shall begin within two (2) days of the notice to proceed, or upon the date the Contractor moves on the site to begin the work, whichever is the earliest date. After award of the Contract is made and the Contract Documents are completed, the Engineer shall issue a Notice to Proceed, notifying the Contractor to proceed with the construction of the project, subject to the provisions of this paragraph.
- B. Requests for extension of time will be submitted to the Engineer per the requirements in the General Conditions. The Engineer shall ascertain the facts and the extent of the delay and shall recommend to the Owner whether it should extend the time for completing the Project. The Contractor shall provide all documentation requested by the Engineer. Extensions of time, if any, will be made by the Owner only if in accordance with the Contract Documents.

ARTICLE 7 – LIQUIDATED DAMAGES FOR DELAY

- A. Per the General Conditions and beginning with the first periodic estimate after the contract completion date, liquidating damage charges shall be assessed against the Contractor for each calendar day past either contract completion date, plus approved time extensions. The liquidating damage charges shall be deducted from the Contractor's periodic payment by the Owner. The Contractor shall be notified of the liquidating damage charge and shall have ten (10) days in which to file an appeal of the charges with the Owner. The Owner shall review the appeal and render a decision of approval or disapproval. The liquidated damages shall be \$800 per day beginning from the stated or extended date of completion and continuing for so long as the project remains incomplete.

ARTICLE 8 – TRENCH AND EXCAVATION SAFETY SYSTEM

- A. The Contractor is solely responsible for ensuring that all trench and excavation safety systems required for constructing improvements that necessitate open excavations on the project are in accordance with the current edition of the "Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P.
- B. The Contractor, prior to beginning any excavation, shall notify the State Department of Labor (Safety Division) that work is commencing on a project with excavations greater than five feet.
- C. The Contractor shall notify all Utility Companies and Owners in accordance with OSHA Administration 29 CFR 1926.651(b) (2) for the purpose of locating utilities and underground installations.
- D. Where the trench or excavation endangers the stability of a building, wall, street, highway, utilities, or other installation, the Contractor shall provide support systems such as shoring, bracing, or underpinning to ensure the stability of such structure or utility.
- E. The Contractor may elect to remove and replace or relocate such structures or utilities with the written approval of the Owner of the structure or utility and the Project Owner.

ARTICLE 9 – ALABAMA UNDERGROUND FACILITIES DAMAGE PREVENTION ACT

- A. All work in this contract shall be in accordance with the Alabama Underground Facilities Damage Prevention Act. The Contractor shall abide by the most current edition of this Act.

ARTICLE 10 – MINIMUM WAGES

- A. The Contractor shall comply with all State and Federal guidelines, rules or regulations regarding wages and benefits.
- B. It shall be the responsibility of each Bidder to determine the consequences of the applicable provisions of the requirements, and include in his bid any costs made necessary because of them. No additional payment will be made, and no extension of Contract time will be allowed because of the provisions of these Laws. Wage rates as established by the Alabama Department of Labor are minimum for wage payments under this Contract.

ARTICLE 11 – EXISTING STRUCTURES

- A. No Record Drawings for the existing facilities exist. The Plans show the locations of known surface and subsurface structures. However, the Engineer and Owner assume no responsibility for failure to show any or all of the existing structures on the Plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered requires the building of additional facilities which are not made in the Plans and Proposal, in which case the provisions in these Specifications for extra work shall apply.
- B. The Contractor shall be responsible for protection of all existing structures and any damage caused by his operations shall be repaired immediately without cost to the Owner. It shall be the responsibility of the prospective Contractor to examine the site completely before submitting his bid.

ARTICLE 12 – USE OF EXPLOSIVES

- A. The use of explosives will not be permitted.

ARTICLE 13 – WATER FOR CONSTRUCTION

- A. Water used for the mixing of concrete, testing, or any other purpose incidental to this project, shall be furnished by the Owner. The Contractor shall make the necessary arrangements for securing and transporting such water and shall take such water in a manner to minimize usage and at such times that will not produce a harmful drain or decrease of pressure in the Owners' water system.
- B. In cases where the water usage is a direct result of waste or warranty work, the Contractor shall reimburse the Owner at current wholesale water rates or purchase costs plus twenty percent (20%) whichever is higher.

ARTICLE 14 – MATERIAL STORAGE

- A. Materials delivered to the site of the work in advance of their use shall be stored so as to cause the least inconvenience to the surrounding residents and in a manner satisfactory to the Engineer.

ARTICLE 15 – LIGHT AND POWER

- A. The Contractor shall provide, at his own expense, temporary lighting and facilities required for the proper prosecution and inspection of the work. At the time the Owner obtains beneficial occupancy of any of the facilities placed in satisfactory service, charges for power and light for regular operation of those involved facilities will become the responsibility of the Owner.

ARTICLE 16 – SEQUENCE OF CONSTRUCTION

- A. Sequence of all phases of work shall be such as to provide for the least possible inconvenience to the Owner. Scheduling of work which would interfere with normal traffic operation and/or water service shall be coordinated with the Owner.
- B. Before any of the facilities are taken out of service to accomplish the various items of work, the Contractor shall demonstrate to the Owner and Engineer's satisfaction that all equipment and

materials required to complete that particular item of work are on hand. As much preliminary work as is possible shall be accomplished prior to taking any unit out of service.

ARTICLE 17 – TEST BORINGS/SUBSURFACE INFORMATION

- A. Soil characteristics provided in any soil reports are representative only at the location of the sample taken, and neither the Owner, Engineer nor Engineer's consultants will be responsible for variations in the soil characteristics at other locations. Such reports and drawings are not Contract Documents.
- B. Any subsurface information, whether included in the plans, specifications, or otherwise made available to Contractor, was obtained and intended for the Owner's design and estimating purposes only.
- C. The Contractor may not rely upon or make any claim against Owner, Engineer, or Engineer's Consultants with respect to (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor and safety precautions and programs incident thereto, (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, (3) any Contractor interpretation or other conclusion drawn from any data, interpretations, opinions, or information.

ARTICLE 18 – O&M MANUALS

- A. The Contractor shall submit Operation and Maintenance (O&M) manuals for all equipment requiring maintenance. The manual shall contain sufficient drawings, with equipment components clearly labeled and identified, such that maintenance personnel can promptly determine each and every individual component requiring maintenance or its location as discussed in the manual. The manual shall address all recommended maintenance as well as all safety precautions and procedures. The controls and panels, including but not limited to all alarms, lights, and switches, shall be clearly explained. Two initial manuals shall be submitted a minimum of 90 days prior to equipment startup for Engineer review. The manuals shall be specific for the equipment actually provided. If the O&M manual contains references to equipment components or parts or material different from that actually furnished, the Contractor shall cross out the inapplicable references or sections. The submitted manual will not be considered acceptable if it contains inapplicable references that are not marked out. The Contractor shall submit originals or very high quality copies.
- B. The O&M manual for a piece of equipment shall contain an Equipment Maintenance Summary Form that summarizes all routine maintenance requirements of the equipment provided in a concise, easy to follow format. The form shall also clearly indicate maintenance frequency, required lubricants, and lubricant quantity. The form shall also clearly show any required initial oil changes due to the use of different lubricants for storage or due to short change intervals at startup. The form shall be located in its own tabbed division and the tab shall be clearly labeled "Maintenance Summary."
- C. After the O&M manual is accepted by the Engineer, the Contractor shall submit 4 copies of the final O&M Manual. One copy will be returned to the Contractor.

ARTICLE 19 – RELEASE AND CONTRACTOR'S AFFIDAVIT

- A. At the project's completion, the Contractor shall execute the attached Release and Lien Waiver to release all claims against the Owner arising under and by virtue of his Contract. The date of the Release shall be that agreed to for the final acceptance of the project with the Owner.

RELEASE FORM

FROM: Contractor's Name _____

Address _____

TO: Owner's Name _____

Address _____

DATE OF CONTRACT: _____

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the

project.

Contractor's Signature

Title

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

Notary Public

My Commission Expires:

CONTRACTOR'S AFFIDAVIT FORM

FROM: Contractor's Name _____

Address _____

TO: Owner's Name _____

Address _____

DATE OF CONTRACT: _____

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on _____

have been fully satisfied.

Contractor's Signature

Title

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

Notary Public

My Commission Expires:

The Surety Company consents to the release of the retained percentage on this project with the understanding that should any unforeseen contingencies arise having a right of action on the bond that the Surety Company will not waive liability through the consent to the release of the retained percentage.

Dated _____

Surety Company

By _____

Resident Agent, State of Alabama

APPENDIX A

STATE OF ALABAMA BEST MANAGEMENT PRACTICES

STATE OF ALABAMA

BEST MANAGEMENT PRACTICES

The following Best Management Practices (BMPs) required by the Alabama Department of Management (ADEM) must be followed, as appropriate, in order for any authorizations by a Nationwide Permit (NWP) in the State of Alabama to be valid:

1. The applicant must implement appropriate BMPs for the prevention and control of nonpoint sources of pollutants, e.g., sediment, oil and grease, chemicals, etc., during project construction and subsequent operation (ADEM Administrative Code, Chapters 6-9 and Appendices A and B, and the "Alabama Nonpoint Source Management Program 1989" or other appropriate sources). Immediately after completion of the project, the applicant must implement measures to ensure permanent revegetation or cover of all disturbed areas.
2. The applicant shall implement an ADEM accepted Spill Prevention Control and Counter Measures Plan for all fuel or chemical storage tanks or facilities. The applicant shall maintain on-site, or have readily available, sufficient oil and grease absorbing material and flotation booms to contain and clean up fuel or chemical spills and leaks.
3. All construction and worker debris, e.g., trash, garbage, etc., must be immediately removed and disposed of in an approved manner. Also, soil contaminated by paint or chemical spills, etc., must be immediately cleaned up or be removed and disposed in an approved manner.
4. Appropriate measures must be taken to prevent the deposition of airborne pollutants, e.g., spray paint, herbicides, excessive road dust, etc., from entering the waterbody.
5. Permanent or temporary raised creek crossings must be constructed with pipe(s) to safely pass expected mean water flow of the creek for the time of year and length of time that they are installed. Placement of rock fill without pipe(s) for passage of water is not acceptable. Each raised creek crossing must be designated to ensure structure integrity and stability for safe passage of water flow generated by expected precipitation events while the structure is in place.
6. The applicant is required to monitor turbidity levels in the affected water body before, during, and after performing any construction, dredging, filling, or other activity authorized by the NWP. The applicant must cease operations should turbidity resulting from project implementation exceed background turbidity by more than 50 n.t.u. Operations may resume when the turbidity decreases to within acceptable levels.
7. All materials used as fill or for construction purposes must be non-toxic, non-acid forming, and free of solid waste or other debris.
8. The applicant shall perform regular cleanup and proper disposal of floating or submerged trash and garbage retained or trapped by any structures. If appropriate, the applicant shall implement an ADEM accepted system for the collection, storage, treatment, and disposal of sewage and other putrescible wastes.
9. Marinas may not increase the number of berthing areas unless they are equipped with all facilities and appurtenances typically required by ADEM for new marinas, i.e., trash receptacles, receptacle for fish offal and carcasses, an accepted spill prevention control and countermeasure plan for fueling facilities, and a sewage pump-out system, where appropriate.

10. Bilge or ballast water pumped from ships or boats, e.g., dredge or construction barges, tugboats, fishing boats, pleasure craft, etc., shall not be discharged into waters of the state of Alabama without removal of solids, oils, fuel, petroleum by-products, and toxic compounds. No rubbish, trash, garbage, or other such materials shall be discharged overboard into waters of the State of Alabama. Litter and refuse from vessels shall be disposed in a manner consistent with state and local regulations. Toilet wastes, domestic wastewater, and other domestic waste shall not be discharged into waters of the State of Alabama without treatment by an approved marine sanitation device.
11. Dredged material shall not be sidecast, or otherwise placed, in adjacent waters or wetlands.

APPENDIX B

WOODARD & CURRAN SCADA INTEGRATION & ENGINEERING SERVICES

**SCADA Integration & Engineering Services
MU-1752 Balch Road Lift Station**

This Engineering Services Agreement between Woodard & Curran, Inc. (W&C / Engineer) and the **To be named General Contractor** shall be completed in accordance with the Scope of Work, Compensation, Schedule, and Standard Terms and Conditions as defined herein.

I. SCOPE OF WORK

Woodard & Curran is pleased to provide professional engineering services to perform design and implementation of the required controls for the proper operation of the proposed Northeast Lift Station.

- Provide one (1) custom control panel design package for approval by Engineer and Madison Utilities, as well as specification sections to support design, installation, integration and startup;
- Provide one (1) fully fabricated UL listed PLC control panel based on the design drawings, for installation by the electrical contractor (EC); *PLC shall be Allen Bradley to match existing and 10-inch operator interface terminal (OIT).*
- Provide back-up float control panel to match existing. For installation by the EC;
- Provide single phase power monitoring relay and programming to protect the system;
- Provide Viper radio, antenna, surge protection, LMR 400 coax and fittings for installation by EC. Radio will be installed in the supplied panel; *Path study has been completed under a separate contract with Madison Utilities.*
- PLC programming for the new panel based on a sequence of operations provided and approved by the Engineer and Madison Utilities;
- HMI programming for the existing office SCADA computer that includes;
 - Set point screens
 - HOA control
 - Trending, alarming, runtimes and status
 - Flow total
- Configuration and testing of the existing WIN911 alarm callout software for new alarms;
- Configuration and testing of the existing SyTech automated reporting software for reports;
- Start-up and testing of the new radio on the existing network;
- Construction administration service for the provided controls portion of the work listed within this proposal;
- All start-up and testing of the provided controls; *(1 week notice required for scheduling, 3 days have been included within this proposal)*
- Completed documentation on CD at the completion of the project;
- Operator training (8 hours) of the provided controls system; and
- Instruments as listed below will be delivered to the GC for installation by others.
 - 1-Rosemount 8750 WD series flow meter with remote display and sunshield for a 14 inch pipe

- 1-Submersible pressure transducer to match MU specifications
- 7-Wet well floats and mounting rack
- 1-Building low temperature alarm
- Analog and digital surge protectors including four (4) spares of each
- Woodard & Curran will terminate instrument power and signal wiring and perform all required startup and commissioning of the instrumentation once installation is complete and acceptable.

Exclusions:

1. Any instrumentation other than that listed above;
2. Installation;
3. Heat tracing;
4. Fiber-Optic terminations or media converters;
5. Excavation; and
6. Sales Tax.

This project is necessary for several reasons.

1. To establish communication between the new Balch Road Lift Station and the Waste Water Treatment Plant;
2. Supply a radio and control system that will match previous work in Madison Utilities.

II. RESPONSIBILITY OF THE CLIENT

- 1 Provide access to all control equipment and documentation; and
- 2 Attend meetings and provide feedback prior to and during construction phase.
- 3 Unload, store and install the control panel and flow meter.

III. LIMITATION OF RESPONSIBILITIES

Limitation of Liability is covered in the attached Terms & Conditions.

IV. COMPENSATION

Compensation for the Engineering Services Parts and Equipment as described herein \$106,610.00

*** If after request to be onsite, the site is not ready for start-up additional charges and expenses will apply***

Payment Schedule

Monthly progress payments, net 30

V. SCHEDULE

Woodard & Curran is available to commence work immediately upon receipt of a signed Agreement.