

UNIONTOWN WATERWORKS AND SEWER BOARD

UNIONTOWN, ALABAMA

INVITATION FOR BIDS

REHABILITATION OF LANEY HILLS AND HARVEST WASTEWATER PUMP STATIONS

Project: Laney Hills and Harvest Wastewater Pump Station Rehabilitation

Owner: Uniontown Waterworks and Sewer Board

Project Location: Uniontown, Alabama

Bid No.: LH-CS011107-02

Advertisement Date: **September 29, 2026**

Mandatory Pre-Bid Conference Time/Date: **10:00 a.m., October 6, 2026**

Bid Opening Date: **10:00 a.m., October 22, 2026**

Contract Time: **140 Calendar Days** from Notice to Proceed

Engineer/Owner Representative: Lowery Environmental Engineering

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1. INVITATION FOR BIDS

Sealed bids will be received by the **Uniontown Waterworks and Sewer Board**, Uniontown, Alabama, for the rehabilitation of the **Laney Hills and Harvest wastewater pump station wet wells**, including furnishing all labor, supervision, materials, equipment, transportation, tools, services, permits, testing, disposal, and incidentals necessary to complete the work specified herein.

The work generally consists of:

- Inspection and cleaning of the Laney Hills and Harvest wastewater wet wells.
- Removal and lawful disposal of existing pumps and associated equipment.
- Removal of existing pump control panels.
- Furnishing and installation of new duplex submersible wastewater pumps.
- Furnishing and installation of new duplex pump control panels.
- Furnishing and installation of new 2-inch pump guide rail systems.
- Furnishing and installation of a primary digital/submersible transducer level-control system.
- Furnishing and installation of redundant level-control equipment.
- Furnishing and installation of two independent backup float switches.
- Electrical modifications necessary for a complete operating installation.
- Pump power and control wiring modifications.
- Pump rotation verification.
- Pump performance testing.

- Level-control testing.
- Alarm testing.
- Automatic pump alternation testing.
- Lead/lag pump testing.
- Manual and automatic operation testing.
- Wet-well cleaning and removal of debris.
- Proper disposal of all debris and waste generated by the Contractor.
- Removal and disposal of existing equipment unless specifically designated by the Owner for return.
- Start-up and commissioning.
- Training of Owner personnel.
- Preparation and delivery of operation and maintenance documentation.
- Warranty services.
- Optional continuing service and maintenance as described herein.

The required single-pump design duties are:

Station	Number of Pumps	Single-Pump Design Flow	Single-Pump Design TDH
Laney Hills	2	200 GPM	36 feet
Harvest	2	527 GPM	58 feet

The stated single-pump duty conditions shall be the hydraulic basis for bidding and pump selection. Pumps shall also be suitable for two-pump parallel operation as specified herein; however, a separate fixed two-pump flow or TDH is not prescribed. Final pump selection shall be supported by manufacturer-certified pump curves and shall be subject to Owner approval.

Bids shall be submitted on the forms furnished with these specifications.

2. PROJECT DESCRIPTION

The project consists of rehabilitation of two existing municipal wastewater pump station wet wells:

2.1 Laney Hills Pump Station

The Contractor shall furnish and install two new submersible wastewater pumps.

Each pump shall be selected for a single-pump design duty of approximately:

200 gallons per minute at 36 feet total dynamic head.

The pumps shall be configured for duplex alternating operation with automatic lead/lag operation.

2.2 Harvest Pump Station

The Contractor shall furnish and install two new submersible wastewater pumps.

Each pump shall be selected for a single-pump design duty of approximately:

527 gallons per minute at 58 feet total dynamic head.

The pumps shall be configured for duplex alternating operation with automatic lead/lag operation.

2.3 Common Improvements

Each station shall receive:

1. Two new submersible wastewater pumps.
 2. New 2-inch guide rail system for each pump.
 3. New guide rail brackets and supports.
 4. New lifting chains or stainless-steel lifting cables.
 5. New duplex pump control panel.
 6. Primary transducer-based level-control system.
 7. Redundant level-control equipment.
 8. Two independent backup float switches.
 9. Required electrical modifications.
 10. Required alarm and indication equipment.
 11. Pump control and protection equipment.
 12. Start-up and commissioning.
 13. Complete testing.
 14. Operator training.
 15. O&M documentation.
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3. MANDATORY PRE-BID CONFERENCE AND SITE INVESTIGATION

3.1 Mandatory Pre-Bid Conference

Attendance at the pre-bid conference is **mandatory**.

The conference shall be held:

Date: **October 6, 2026**

Time: **10:00 a.m.**

Location: Uniontown Waterworks and Sewer Board Office
1055 Washington Street, Uniontown, Alabama

A bidder who does not attend the mandatory pre-bid conference shall be considered non-responsive and the Owner may reject the bidder's proposal.

3.2 Purpose

The mandatory pre-bid conference is specifically required to provide prospective bidders with a better opportunity to:

- Inspect both pump stations.
- Verify existing pump information.
- Verify existing pump discharge arrangements.
- Verify wet-well dimensions.
- Verify guide rail dimensions.
- Verify existing guide rail conditions.
- Inspect existing control panels.
- Verify electrical service.
- Verify voltage and phase.
- Inspect existing disconnects and breakers.
- Verify conduit routing.
- Verify existing control wiring.
- Inspect level-control equipment.
- Verify transducer mounting conditions.
- Verify float mounting arrangements.
- Identify access limitations.
- Identify lifting requirements.
- Identify bypass pumping requirements.
- Identify ventilation requirements.
- Identify confined-space considerations.
- Identify site-specific hazards.
- Determine equipment removal requirements.
- Determine equipment transportation requirements.
- Determine debris and wastewater disposal requirements.

3.3 Bidder Responsibility for Existing Conditions

Bidders shall not rely solely upon dimensions, equipment information, photographs, descriptions, or other information contained in these specifications.

The bidder is responsible for conducting an independent site investigation.

Failure to inspect existing conditions shall not constitute grounds for a change order based upon conditions that could reasonably have been discovered during the mandatory pre-bid conference or site investigation.

3.4 Existing Equipment Verification

The Contractor shall verify, prior to ordering equipment:

- Existing pump manufacturer.
- Existing pump model.
- Existing horsepower.
- Voltage.
- Phase.
- Full-load amperage.
- Existing discharge size.
- Existing guide rail dimensions.
- Existing discharge elbow arrangement.
- Existing pump seating arrangement.
- Existing cable length.
- Existing control panel configuration.
- Existing control voltage.
- Existing level-control equipment.
- Existing float configuration.
- Existing conduit.
- Existing wet-well dimensions.
- Available electrical capacity.

No equipment shall be ordered until the Contractor has verified compatibility with existing conditions.

4. INSTRUCTIONS TO BIDDERS

4.1 Bid Submission

Bids shall be submitted in a sealed package clearly identified:

**BID: LANEY HILLS AND HARVEST WASTEWATER PUMP STATION
REHABILITATION**

Bids shall be delivered to:

Uniontown Waterworks and Sewer Board
1055 Washington Street
Uniontown, Alabama

Bids shall be received no later than:

4.2 Bid Opening

Bids will be publicly opened at:

Uniontown Waterworks and Sewer Board Office
1055 Washington Street, Uniontown, Alabama

4.3 Bid Validity

Bids shall remain valid for not less than **90 calendar days** following the bid opening unless otherwise specified by the Owner.

4.4 Addenda

All addenda issued by the Owner shall become part of the Contract Documents.

Each bidder shall acknowledge receipt of all addenda on the Bid Form.

4.5 Questions

All technical questions shall be submitted in writing to:

Lowery Environmental Engineering

7713 Halcyon Forest Trl.

Montgomery, Alabama 36117

kjlowery1974@gmail.com

Questions shall be received no later than ten (10) calendar days before the bid opening.

Oral interpretations shall not be binding.

5. BIDDER QUALIFICATIONS AND EXPERIENCE

The bidder shall demonstrate sufficient experience, personnel, equipment, financial capacity, and technical capability to complete the project.

5.1 Minimum Experience

The bidder shall have successfully completed at least:

Three wastewater pump station rehabilitation or pump replacement projects within the previous five years.

At least two projects shall include submersible wastewater pumps and duplex control systems.

5.2 Required Experience Documentation

Submit:

1. Company name and address.
2. Years in business.
3. Alabama contractor license information.
4. Applicable license classifications.
5. Project manager name.
6. Superintendent name.
7. Electrical subcontractor information.
8. Pump manufacturer's representative information.
9. Three similar project references.
10. Project descriptions.
11. Contract values.
12. Completion dates.
13. Owner contact information.
14. Evidence of satisfactory completion.
15. Litigation/default history, if applicable.
16. OSHA safety record upon request.
17. List of subcontractors.
18. Manufacturer authorization where applicable.

5.3 Pump Manufacturer Experience

The Contractor or authorized pump supplier shall demonstrate experience furnishing municipal-duty submersible wastewater pumps of similar size, hydraulic duty, solids-handling service, and duplex operating configuration. The proposed pump manufacturer shall maintain replacement-parts availability and factory-authorized or qualified regional service support reasonably accessible to the Owner.

The pump manufacturer or authorized representative shall review the specified duty conditions and available field information and certify that the proposed pump is properly selected for the intended municipal wastewater application.

5.4 Electrical Experience

Electrical work shall be performed by properly licensed and qualified personnel.

The electrical subcontractor shall have demonstrated experience with wastewater pump station control panels and motor-control systems.

6. SURETY AND BOND REQUIREMENTS

6.1 Bid Bond

Each bid shall be accompanied by a bid bond or other acceptable bid guarantee in the amount required by applicable Alabama law and these specifications.

The bid guarantee shall be **five percent (5%) of the bidder's total bid**.

The surety shall be legally authorized to conduct surety business in Alabama.

6.2 Performance Bond

The successful bidder shall furnish a performance bond in the amount of:

One hundred percent (100%) of the Contract Price.

The performance bond shall guarantee faithful performance of the Contract.

6.3 Payment Bond

The successful bidder shall furnish a payment bond in the amount required by applicable Alabama law and the Contract Documents.

Unless a greater amount is required by the funding source or Owner:

Fifty percent (50%) of the Contract Price.

6.4 Bond Forms

The Owner may require bonds on forms furnished by the Owner or forms acceptable to the Owner.

6.5 Surety

The surety company shall:

- Be authorized to issue bonds in Alabama.
- Be financially capable of satisfying the bond obligations.
- Provide required evidence of authority.
- Provide power of attorney.

- Meet Owner requirements.
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7. INSURANCE REQUIREMENTS

Before beginning work, the Contractor shall furnish certificates of insurance acceptable to the Owner.

Minimum coverages shall include:

- Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage.
- Workers' Compensation.
- Employer's Liability: \$1,000,000 for each accident.

The Owner shall be named as an additional insured where appropriate.

8. GENERAL SCOPE OF WORK

The Contractor shall provide a complete and functioning rehabilitation.

Work shall include all items reasonably necessary for proper operation whether or not each minor item is individually identified.

The work includes:

- Mobilization.
- Site protection.
- Traffic/site access control.
- Safety measures.
- Confined-space procedures.
- Temporary pumping.
- Wet-well inspection.
- Wet-well cleaning.
- Existing equipment removal.
- Disposal.
- New equipment furnishing.
- New equipment installation.
- Guide rail installation.
- Electrical work.

- Control panel installation.
 - Level-control installation.
 - Float installation.
 - Testing.
 - Commissioning.
 - Operator training.
 - Documentation.
 - Warranty.
 - Demobilization.
-

9. EXISTING EQUIPMENT INVESTIGATION

Before demolition, the Contractor shall document existing conditions.

The Contractor shall photograph:

- Pump nameplates.
- Control panel interiors.
- Control panel exteriors.
- Existing wiring.
- Existing disconnects.
- Existing guide rails.
- Existing discharge elbows.
- Wet-well interior.
- Level-control equipment.
- Float switches.
- Transducers.
- Conduit.
- Electrical service.

Photographs shall be included in the Contractor's project records.

The Contractor shall notify the Owner immediately of any condition that materially differs from the Contract Documents.

10. WET-WELL INSPECTION AND CLEANING

10.1 General

The Contractor shall inspect and clean each wet well before final equipment installation.

Cleaning shall remove:

- Grease.
- Sludge.
- Sand.
- Rags.
- Trash.
- Debris.
- Accumulated solids.
- Foreign material.
- Other deposits interfering with equipment installation or operation.

10.2 Wastewater Control

The Contractor shall coordinate all pumping and cleaning activities with the Owner.

The Contractor shall not discharge untreated wastewater onto the ground, into storm drains, waterways, streets, or other unauthorized locations.

10.3 Cleaning Methods

Acceptable methods include:

- Vacuum removal.
- High-pressure water washing.
- Pumping.
- Mechanical removal.
- Combination cleaning methods.

The Contractor shall select methods appropriate to the existing structure.

10.4 Damage Prevention

Cleaning shall not damage:

- Wet-well walls.
- Coatings.
- Pipes.
- Electrical conduits.
- Structural supports.
- Existing discharge fittings.
- Existing valves.
- Embedded components.

10.5 Disposal

All debris and waste generated from wet-well cleaning shall be the responsibility of the Contractor.

The Contractor shall:

- Collect waste.
- Transport waste.
- Dispose of waste at an authorized facility.
- Comply with applicable environmental requirements.
- Maintain disposal receipts.

No waste shall remain at the project site.

11. REMOVAL OF EXISTING EQUIPMENT

11.1 Existing Pumps

Existing pumps shall be removed carefully without damaging:

- Wet-well structure.
- Discharge elbow.
- Existing piping.
- Electrical system designated to remain.
- Access hatches.
- Guide rail supports.

11.2 Existing Control Panels

Existing control panels shall be removed where shown, specified, or directed by the Owner.

Prior to removal, the Contractor shall:

1. De-energize equipment.
2. Lock out/tag out circuits.
3. Verify absence of voltage.
4. Photograph existing wiring.
5. Label conductors.
6. Disconnect equipment.
7. Remove panel.
8. Protect remaining electrical equipment.

11.3 Ownership and Disposal

Unless otherwise directed in writing by the Owner:

Removed pumps, control panels, electrical equipment, guide rails, wiring, and associated equipment shall become the responsibility of the Contractor.

The Contractor shall transport and dispose of or recycle removed equipment in accordance with applicable laws.

No removed equipment shall be abandoned on site.

If the Owner elects to retain equipment, the Contractor shall place the designated equipment at the Owner's specified location.

12. SUBMERSIBLE WASTEWATER PUMPS

12.1 General

Provide two identical submersible wastewater pumps at each station.

Pumps shall be heavy-duty, non-clog submersible units specifically designed and published by the manufacturer for continuous municipal raw, unscreened wastewater service. Pumps shall be suitable for sewage containing solids, fibrous material, rags, wipes, and other materials normally encountered in municipal lift stations.

12.2 Laney Hills

Provide:

Two identical pumps, each selected to meet the single-pump design duty point of 200 GPM at 36 feet TDH.

12.3 Harvest

Provide:

Two identical pumps, each selected to meet the single-pump design duty point of 527 GPM at 58 feet TDH.

12.4 Basis of Pump Selection

The specified single-pump design duty conditions are based on the Owner's TDH calculation files and the calculated intersection of the single-pump curve and station system curve: Laney Hills approximately 200 GPM at 36 feet TDH per pump, and Harvest approximately 527 GPM at 58 feet TDH per pump. These single-pump duty conditions shall be the hydraulic basis for bidding and equipment selection. The Contractor and pump manufacturer/supplier shall select the pump model, hydraulic configuration, impeller, and

motor horsepower necessary to provide satisfactory operation at or reasonably near the specified single-pump design duty while remaining within the manufacturer's recommended continuous operating range and satisfying verified field conditions.

Pump selection shall be based on certified hydraulic performance and suitability for the application and not solely on manufacturer name, nominal capacity, discharge size, impeller diameter, or motor horsepower. The single-pump design operating point shall fall within the manufacturer's published recommended operating range and reasonably near the preferred operating region.

Each pump shall also be suitable for two-pump parallel operation. A separate fixed two-pump flow or TDH is not prescribed as a design duty point. The anticipated two-pump operating point shall be determined from the intersection of the manufacturer's certified two-pump parallel performance curve and the project system curve. The Contractor shall not assume that two pumps operating simultaneously will produce twice the single-pump flow.

The proposed pumps shall operate satisfactorily, without motor overload or operation outside the manufacturer's recommended continuous operating range, under both single-pump and two-pump parallel operating conditions.

No pump shall be ordered until field dimensions, discharge arrangement, guide-rail interface, electrical service, controls, cable requirements, access limitations, and other equipment interfaces have been verified.

12.5 Pump Construction

Each pump shall include:

- Submersible motor.
- Centrifugal wastewater impeller.
- Heavy-duty cast iron construction.
- Stainless steel shaft.
- Mechanical seals.
- Oil-filled seal chamber where standard for the selected manufacturer.
- Thermal motor protection.
- Moisture/seal failure protection.
- Waterproof power cable.
- Stainless steel lifting chain or cable.
- Automatic rail coupling connection.
- Replaceable wear components.
- Non-clog wastewater hydraulic design.

12.6 Solids Handling

Pumps shall incorporate non-clog, self-cleaning, or equivalent solids-handling hydraulics suitable for raw municipal sewage, including rags, wipes, fibrous material, and typical sewage solids, without excessive clogging.

The Bidder shall identify the manufacturer's published solids-handling capability and free passage for the proposed pump. Grinder pumps shall not be substituted for the specified non-clog wastewater pumps unless specifically approved by the Owner by written addendum.

12.7 Motor

Motor voltage and phase shall match the verified existing electrical service unless otherwise approved.

Motor horsepower shall be selected by the manufacturer based on the certified pump curve, required duty point, and intended operating range. Horsepower alone shall not constitute an acceptable basis for pump selection or equivalency.

Motor shall not be overloaded at the design duty point or elsewhere within the intended operating range and shall include integral thermal protection and seal-leak/moisture detection where normally furnished for the proposed municipal-duty model.

12.8 Pump Curves

Submit certified pump curves showing:

- Flow.
- Head.
- Efficiency.
- Motor horsepower.
- Brake horsepower.
- NPSH, where applicable.
- Operating range.
- Specified single-pump design duty point.

The specified single-pump design duty point shall be clearly identified.

The submittal shall also identify the manufacturer's preferred and/or allowable operating range, impeller designation and diameter where applicable, discharge size, solids passage, motor full-load amperage, and the proposed single-pump operating point.

The pump manufacturer shall submit certified single-pump and two-pump parallel performance curves superimposed on the project system curve. The single-pump and two-pump parallel operating points shall be clearly identified, together with the manufacturer's recommended continuous operating range. Identification of the calculated two-pump operating point is for verification of satisfactory parallel operation and shall not establish a

separate prescribed duplex design duty. The Owner may reject a pump that reaches the nominal single-pump duty point but operates outside the manufacturer's recommended continuous operating range at either operating condition, operates excessively far from its preferred operating region, overloads the motor, or otherwise represents an unsuitable hydraulic selection.

13. PUMP GUIDE RAIL SYSTEM

13.1 General

Provide a complete **2-inch pump guide rail system** at each wet well.

The guide system shall permit removal and installation of each pump from the surface without personnel entering the wet well solely to disconnect the pump.

13.2 Materials

Guide rails shall be corrosion-resistant and suitable for continuous wastewater exposure.

Unless otherwise approved:

- Guide rails: stainless steel or galvanized steel suitable for wastewater service.
- Brackets: stainless steel.
- Fasteners: stainless steel.
- Pump lifting chain/cable: stainless steel.

13.3 Installation

Contractor shall:

1. Verify wet-well dimensions.
2. Verify pump discharge elbow.
3. Verify pump coupling dimensions.
4. Install bottom guide rail connection.
5. Install intermediate supports where required.
6. Install top guide rail bracket.
7. Verify plumbness.
8. Verify alignment.
9. Verify pump seating.
10. Demonstrate pump removal.
11. Demonstrate pump reinstallation.

13.4 Pump Seating

Each pump shall seat completely against the discharge connection.

The Contractor shall verify that:

- Pump flange is fully seated.
 - Guide system is properly aligned.
 - No excessive movement exists.
 - Pump can be removed without binding.
 - Pump can be reinstalled without personnel entering the wet well.
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14. DUPLEX PUMP CONTROL PANELS

14.1 General

Provide one new duplex pump control panel for each station.

Panels shall be designed specifically for municipal wastewater pump station operation.

14.2 Enclosure

Panel shall be:

- NEMA 4X minimum where exposed to weather.
- Corrosion resistant.
- Lockable.
- Suitable for outdoor wastewater service.
- Factory assembled.
- Factory tested.

14.3 Control Functions

Panel shall provide:

- Automatic duplex operation.
- Alternating lead pump.
- Lag pump start.
- Pump run indication.
- Pump fault indication.
- High-level alarm.
- Low-level indication where applicable.
- Pump overload protection.
- Motor thermal protection interface.

- Seal failure indication.
- HOA controls.
- Emergency/manual operation.
- Alarm silence.
- Alarm test.
- Control power indication.
- Pump elapsed run time.
- Pump starts/cycle count where available.
- Transducer input.
- Backup float inputs.
- High-level float alarm.
- Pump failure alarm.

14.4 Pump Alternation

The controller shall automatically alternate the lead pump after each completed pump cycle.

Failure of the lead pump shall automatically initiate the lag pump when the appropriate level/setpoint is reached.

14.5 High-Level Alarm

High-level alarm shall be independent of normal pump control logic to the greatest practical extent.

The high-level float shall provide a redundant alarm initiation path.

15. TRANSDUCER LEVEL CONTROL

15.1 General

Provide a submersible hydrostatic level transducer suitable for continuous wastewater service.

The system shall utilize a **4-20 mA signal**.

15.2 Transducer Architecture

Provide 1 primary level transducer with 2 float backup unless the Owner approves an equivalent redundant backup architecture.

The control system shall be capable of identifying a failed, out-of-range, or inconsistent transducer signal.

15.3 Transducer Construction

Transducers shall include:

- Submersible construction.
- Ventilated or compensated pressure reference as applicable.
- Corrosion-resistant wetted materials.
- Shielded cable.
- Appropriate cable length.
- Strain relief.
- Mounting hardware.
- Signal conditioning compatible with the control panel.

15.4 Calibration

The Contractor shall calibrate each transducer after installation.

Calibration shall be documented at minimum at:

- 0 percent.
 - 25 percent.
 - 50 percent.
 - 75 percent.
 - 100 percent.
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16. REDUNDANT FLOAT LEVEL CONTROL

16.1 General

Provide **two independent float switches** as redundant backup level control.

The float system shall provide a backup control method in the event of transducer failure.

16.2 Float Functions

At minimum:

- Float No. 1: backup pump-start/control function.
- Float No. 2: independent high-level alarm/backup function.

Final elevations shall be established in the field with the Owner based on wet-well geometry and pump operating requirements.

16.3 Independent Wiring

Backup floats shall be wired independently from the transducer system.

A failure of the transducer shall not disable the backup float system.

16.4 Testing

Each float shall be manually actuated to verify:

- Correct input.
 - Correct alarm.
 - Correct pump response.
 - Correct indication.
 - Correct fail-safe response.
-

17. ELECTRICAL REQUIREMENTS

17.1 General

All electrical work shall comply with:

- Applicable editions of NFPA 70, National Electrical Code.
- Applicable NFPA wastewater electrical requirements.
- OSHA requirements.
- Local electrical requirements.
- Utility requirements.
- Manufacturer requirements.
- Applicable Alabama requirements.

The edition legally adopted by the applicable authority having jurisdiction shall govern where different from the reference edition.

17.2 Electrical Contractor

Electrical installation shall be performed by qualified personnel and, where required, an appropriately licensed electrical contractor.

17.3 Existing Service

Before installation, verify:

- Voltage.
- Phase.
- Frequency.

- Available amperage.
- Breaker size.
- Disconnect rating.
- Short-circuit rating where applicable.
- Grounding system.

17.4 Motor Protection

Provide properly sized:

- Motor circuit protection.
- Overload protection.
- Short-circuit protection.
- Disconnects.
- Contactors/starters as applicable.
- Control transformers.
- Surge protection where required.

17.5 Wiring

All wiring shall be:

- Properly sized.
- Properly terminated.
- Identified.
- Supported.
- Protected.
- Sealed against moisture.
- Installed in appropriate raceway.

17.6 Wet-Well Wiring

Wet-well electrical connections shall use equipment suitable for wastewater service and the environmental/hazardous-area classification established for the facility.

17.7 Grounding

Provide equipment grounding conductors and bonding in accordance with applicable electrical requirements.

17.8 Control Panel Labels

All field wiring shall be labeled.

Panel wiring shall have permanent wire markers.

Panel terminal strips shall be clearly identified.

18. EQUIPMENT INSTALLATION

18.1 General

Installation shall be performed in accordance with:

- Manufacturer's written instructions.
- Approved submittals.
- Contract Documents.
- Applicable codes.
- Industry standards.

18.2 Pump Installation

The Contractor shall:

1. Inspect pump before installation.
2. Verify model and serial number.
3. Verify motor voltage.
4. Verify impeller configuration.
5. Verify guide rail compatibility.
6. Install lifting chain/cable.
7. Install pump on guide rails.
8. Lower pump into position.
9. Verify coupling.
10. Verify full seating.
11. Connect power cable.
12. Connect monitoring cables.
13. Provide strain relief.
14. Verify cable routing.
15. Test insulation resistance.
16. Test seal/moisture circuit.
17. Test thermal protection.
18. Verify rotation.
19. Perform operational test.

18.3 Control Panel Installation

The Contractor shall:

1. Install panel.
2. Anchor panel securely.
3. Install conduits.

4. Install disconnect.
 5. Terminate pump power.
 6. Terminate control wiring.
 7. Terminate transducers.
 8. Terminate float switches.
 9. Terminate alarms.
 10. Verify grounding.
 11. Verify control voltage.
 12. Program controller.
 13. Test all functions.
-

18.4 Wet-Well Discharge Pressure Gauge

Gauge connection, fittings, and wetted components shall be compatible with the discharge piping and service environment. The gauge shall be installed so that it is protected from physical damage and can be readily read from the normal operating/access area.

The pressure gauge shall be liquid-filled or otherwise suitable for wastewater pump-station service, have a pressure range appropriate for the anticipated system operating pressure, and be furnished with an isolation valve or gauge cock to permit removal or replacement without draining the discharge piping.

Provide a pressure gauge on the wet-well discharge piping at each pump station. The gauge shall be installed at an accessible location suitable for observing pump discharge pressure during startup, testing, troubleshooting, and normal operation.

19. TEMPORARY PUMPING AND BYPASS

The Contractor shall maintain continuous wastewater service during construction.

Where necessary, the Contractor shall furnish temporary pumping and bypass equipment.

Temporary systems shall include:

- Pumps.
- Hoses/piping.
- Connections.
- Check valves.
- Valves.
- Fuel/power.
- Backup equipment.
- Monitoring.

- Alarms.
- Emergency response.

The Contractor shall maintain adequate standby pumping capacity to protect against pump failure.

No untreated sewage shall be discharged without authorization.

20. TESTING AND COMMISSIONING

20.1 General

Testing shall be performed after installation and before final acceptance.

The Contractor shall provide all labor and equipment necessary for testing.

20.2 Factory Pump Testing

Pump manufacturer shall provide certified factory performance documentation demonstrating compliance with the specified pump duty and confirming the proposed hydraulic selection. Certified published performance data may be accepted where individual factory testing is not standard for the selected pump, subject to Owner approval.

Testing shall comply with the applicable Hydraulic Institute requirements and the approved pump submittal.

20.3 Field Pump Testing

Each pump shall be operated independently.

Test each pump for:

- Start.
- Stop.
- Automatic operation.
- Manual operation.
- Rotation.
- Flow.
- Head.
- Discharge pressure-gauge reading.
- Amperage.
- Voltage.
- Alarm operation.
- Thermal protection.

- Seal/moisture protection.

20.4 Hydraulic Performance

The Contractor shall demonstrate that each pump is capable of satisfactory operation at or reasonably near the specified single-pump design duty:

Laney Hills

200 GPM at 36 feet TDH per pump.

Harvest

527 GPM at 58 feet TDH per pump.

Where field conditions prevent direct measurement at the design duty, the Contractor shall demonstrate performance using an Owner-approved hydraulic testing method consistent with the approved pump submittal and certified pump curve.

Following satisfactory individual-pump testing, both pumps shall be operated together, where system and wet-well conditions permit, to demonstrate stable two-pump parallel operation. This test is intended to verify satisfactory parallel operation and shall not require achievement of a separately prescribed duplex flow or TDH.

20.5 Electrical Testing

Perform:

- Insulation resistance testing.
- Ground continuity testing.
- Control circuit testing.
- Phase/voltage verification.
- Motor current measurement.
- Overload verification.
- Disconnect verification.
- Alarm circuit testing.

20.6 Control System Testing

Test:

- Pump 1 automatic.
- Pump 2 automatic.
- Alternation.
- Lead pump failure.
- Lag pump operation.
- Transducer.

- Transducer failure alarm.
- Float backup.
- High-level alarm.
- Manual operation.
- HOA controls.
- Alarm silence.
- Alarm reset.
- Pump fault.
- Seal failure.
- Thermal overload.
- Loss of control power.

20.7 Wet-Well Level Test

The Contractor shall conduct a controlled wet-well level test to demonstrate the programmed pump start/stop sequence.

Final setpoints shall be established with the Owner.

20.8 Commissioning Report

Provide a signed commissioning report including:

- Date.
- Station.
- Pump serial numbers.
- Pump model numbers.
- Test personnel.
- Voltage.
- Amperage.
- Flow.
- Head.

Discharge pressure-gauge reading.

- Pump run time.
 - Level setpoints.
 - Alarm setpoints.
 - Transducer calibration.
 - Float operation.
 - Control-panel operation.
 - Deficiencies.
 - Corrective actions.
 - Final acceptance status.
-

21. CONTRACTOR SUBMITTALS

Submit the following for Owner review.

21.1 General

No major equipment shall be ordered before submittal approval.

21.2 Pump Submittal

Provide:

- Manufacturer.
- Model.
- Certified pump curve.
- Certified single-pump and two-pump parallel performance curves superimposed on the project system curve.
- Manufacturer's recommended continuous operating range, with single-pump and parallel-pump operating points identified.
- Specified single-pump design duty point and calculated two-pump parallel operating point.
- Horsepower.
- Voltage.
- Phase.
- RPM.
- Efficiency.
- Impeller diameter.
- Solids passage.
- Motor data.
- Seal data.
- Cable data.
- Weight.
- Dimensions.
- Materials.
- Factory test report.
- Installation manual.
- O&M manual.

Pressure gauge manufacturer, model, pressure range, materials, isolation valve/gauge cock, and installation detail.

21.3 Control Panel Submittal

Provide:

- Panel manufacturer.
- Panel model.
- Enclosure rating.
- Panel dimensions.
- Electrical schematic.
- Wiring diagram.
- Control logic.
- Component schedule.
- Short-circuit rating.
- Motor protection.
- Alarm configuration.
- Transducer inputs.
- Float inputs.
- Factory test documentation.

21.4 Guide Rail Submittal

Provide:

- Manufacturer.
- Material.
- Rail diameter.
- Bracket details.
- Pump coupling details.
- Dimensions.
- Anchoring details.
- Corrosion protection.

21.5 Transducer Submittal

Provide:

- Manufacturer.
- Model.
- Range.
- Accuracy.
- Output.
- Cable.
- Materials.
- Temperature range.
- Submergence rating.
- Installation instructions.

- Calibration documentation.

21.6 Float Submittal

Provide:

- Manufacturer.
- Model.
- Switch type.
- Electrical rating.
- Cable length.
- Materials.
- Mounting arrangement.
- Certification.

21.7 Electrical Submittal

Provide:

- Panel schedules.
 - Single-line diagram.
 - Control schematic.
 - Conduit schedule.
 - Wire schedule.
 - Motor data.
 - Breaker data.
 - Disconnect data.
 - Grounding details.
-

22. WARRANTIES

22.1 General Warranty

The Contractor shall warrant all labor and materials for a minimum of:

One year from final acceptance.

22.2 Pump Warranty

Each pump shall have the manufacturer's standard commercial/municipal wastewater warranty, but in no event shall the warranty be less than one year from final acceptance.

22.3 Control Panel Warranty

Control panels shall carry the manufacturer's standard warranty, but not less than one year from final acceptance.

22.4 Extended Pump Warranty

The bidder shall state any available extended pump warranty.

The Owner may purchase an extended warranty as an additive option.

22.5 Warranty Repairs

The Contractor shall respond promptly to warranty failures.

Warranty repairs shall include:

- Labor.
- Travel.
- Removal.
- Replacement parts.
- Reinstallation.
- Testing.
- Commissioning.

No additional payment shall be due for legitimate warranty repairs.

23. PROJECT CLOSEOUT

Before final payment, provide:

1. Final commissioning report.
2. Pump factory test reports.
3. Pump curves.
4. Electrical test reports.
5. Control-panel test report.
6. Transducer calibration certificates.
7. Float test documentation.
8. Warranty certificates.
9. O&M manuals.
10. Spare parts list.
11. Equipment serial numbers.
12. Final photographs.
13. Disposal receipts.

14. As-built drawings.
 15. Panel programming backup.
 16. Manufacturer contact information.
 17. Recommended maintenance schedule.
 18. Operator training certification.
-

24. MEASUREMENT AND PAYMENT

Payment shall be based upon the approved Bid Schedule.

Payment shall include all labor, materials, equipment, supervision, transportation, disposal, testing, commissioning, and incidental work necessary for a complete installation.

No separate payment shall be made for:

- Mobilization unless separately bid.
- Site investigation.
- Wet-well cleaning unless separately bid.
- Minor electrical materials.
- Fasteners.
- Labels.
- Testing.
- Commissioning.
- Disposal.
- Manufacturer startup.
- Training.

Unless specifically identified as separate bid items, these costs shall be included in the applicable lump-sum or unit-price item.

25. OPTIONAL SERVICE AND MAINTENANCE CONTRACT

The Owner may elect to award an optional service and maintenance contract.

The optional contract shall not be included in the base bid evaluation unless specifically stated by the Owner.

25.1 One-Year Maintenance Option

Provide a lump-sum price for one year of maintenance.

The service shall include:

- Two scheduled preventive-maintenance visits per station.
- Pump inspection.
- Motor amperage check.
- Voltage check.
- Seal-failure circuit test.
- Thermal protection test.
- Control panel inspection.
- Alarm test.
- Float test.
- Transducer inspection.
- Transducer calibration verification.
- Guide rail inspection.
- Pump removal inspection where recommended.
- Fastener inspection.
- Cleaning of accessible equipment.
- Written service report.

25.2 Emergency Service

Bidder shall provide an hourly emergency service rate.

Include:

- Normal business-hours rate.
- After-hours rate.
- Weekend/holiday rate.
- Emergency response charge.
- Travel charge, if applicable.

25.3 Parts

The Contractor shall provide a parts markup schedule or discounted parts pricing.

25.4 Three-Year Option

Provide optional annual maintenance prices for:

- Year 1.
 - Year 2.
 - Year 3.
-

26. ACCEPTABLE EQUIPMENT MANUFACTURERS

Equipment manufacturers listed in this Section are subject to compliance with all Contract requirements. Listing of a manufacturer does not establish automatic equivalency or relieve the Contractor of responsibility for proper equipment selection, compatibility, and satisfactory operation.

Approved-equal determinations shall be based on the specific equipment proposed, including hydraulic performance, solids handling, construction, motor protection, reliability, serviceability, installation compatibility, replacement-parts availability, and suitability for municipal wastewater service.

Equivalent equipment may be considered when complete technical documentation demonstrates equal or superior compliance with the specified performance and quality requirements. The Owner reserves the right to require additional information before determining equivalency.

26.1 Submersible Wastewater Pumps

Basis-of-quality manufacturers for municipal-duty submersible wastewater pumps are:

- Xylem/Flygt.
- Sulzer/ABS.
- KSB.
- Pentair/Hydromatic.

Approved equals may include Ebara, Gorman-Rupp, Barnes, Zoeller, Keen Pump, or other manufacturers when the specific proposed municipal-duty pump is demonstrated to meet or exceed all hydraulic, solids-handling, construction, motor-protection, installation, service-support, and experience requirements of these Contract Documents.

The proposed pump shall be a heavy-duty non-clog unit designed for raw, unscreened municipal wastewater. A manufacturer name alone shall not establish acceptability. The specific model proposed shall comply with Section 12 and the required submittals of Section 21.

The Owner may reject a proposed pump that technically reaches the nominal flow and TDH but operates excessively far from its preferred operating region, has inadequate solids-handling characteristics, requires an overloaded motor, lacks reasonable replacement-parts/service support, is incompatible with the installation, or otherwise does not demonstrate suitability for the intended service.

26.2 Centrifugal Pumps

Basis-of-quality manufacturers for centrifugal pumps, where such pumps are specifically required by the Contract Documents, are:

- Xylem/Goulds Water Technology.
- Gorman-Rupp.
- KSB.
- Grundfos.
- Cornell.
- Pentair/Fairbanks Nijhuis.
- Sulzer.

Approved equals may include Ebara, Barnes, Pentair/Aurora, or other established manufacturers when the specific proposed pump is demonstrated to meet or exceed all specified hydraulic performance, construction, materials, efficiency, motor, installation, service-support, and application requirements.

Manufacturer listing alone shall not establish equivalency. The specific pump proposed shall have a manufacturer-published performance curve covering the required operating range and shall be selected so that the design duty point is within the manufacturer's recommended operating region.

26.3 Grinder Pumps

Grinder pumps are not the basis of design for the non-clog submersible wastewater pumps specified for the Laney Hills and Harvest lift stations and shall not be substituted unless specifically approved in writing by the Owner.

Where grinder pumps are specifically required or approved for another application, basis-of-quality manufacturers are:

- Pentair/Myers.
- Crane Pumps & Systems/Barnes.
- Xylem/Flygt.
- Zoeller.

Approved equals may include Ebara, Gorman-Rupp, KSB, Sulzer/ABS, or other established manufacturers when the specific proposed grinder pump is designed for municipal

wastewater service and meets all specified hydraulic, grinding, motor-protection, installation, service-support, and reliability requirements.

Any proposed grinder pump shall include manufacturer documentation identifying cutting/grinding mechanism, allowable solids, motor rating, duty limitations, performance curve, and recommended maintenance requirements.

26.4 Level Transducers

Basis-of-quality manufacturers for submersible wastewater level transducers are:

- Endress+Hauser.
- VEGA.
- Siemens.
- KPSI / TE Connectivity.

Approved equals may include Gems Sensors, ABB, Madison, or other established instrumentation manufacturers when the specific proposed transducer meets or exceeds all requirements of Section 15 and Section 21.

The transducer shall be specifically suitable for continuous submergence in municipal wastewater service and shall provide a 4-20 mA output compatible with the duplex control panel. Selection shall consider required measuring range, accuracy, temperature, wetted materials, cable length, venting/pressure compensation, surge protection, and installation environment. Manufacturer listing alone shall not establish acceptability.

26.5 Float Switches

Basis-of-quality manufacturers for wastewater float switches are:

- SJE Rhombus.
- Xylem/Flygt.
- Gems Sensors.

Approved equals may include Madison, Ebara, KPSI/TE Connectivity, or other established manufacturers when the specific proposed float switch is designed for sewage/wastewater service and meets the electrical, mechanical, cable, mounting, and environmental requirements of Sections 16 and 21.

Float switches shall be heavy-duty wastewater-rated units with chemically resistant construction and cable suitable for continuous wet-well exposure. Each float shall be independently wired as specified. Manufacturer listing alone shall not establish equivalency.

26.6 Duplex Control Panels

Basis-of-quality manufacturers for duplex wastewater pump control panels are:

- SJE Rhombus.
- CSI Controls.
- Xylem/Flygt engineered wastewater controls.
- Ebara engineered wastewater controls.

Approved equals may include Gorman-Rupp, MCC Controls, or other qualified custom wastewater control-panel manufacturers when the proposed panel is specifically engineered for the pumps furnished and meets or exceeds all requirements of Sections 14, 17, and 21.

Panels shall be factory assembled and tested and shall be listed/labeled by a nationally recognized testing laboratory as applicable to the installation. Custom panels shall be manufactured by a qualified industrial control-panel shop experienced in municipal wastewater applications. The panel shall provide the specified duplex alternation, lead/lag operation, transducer control, independent backup-float functions, alarms, motor protection, thermal and seal-failure interfaces, HOA controls, and required enclosure rating.

Control-panel acceptance shall be based on the complete proposed assembly, component ratings, short-circuit current rating, schematics, control narrative, environmental rating, service support, and compatibility with the furnished pumps and verified electrical service. Manufacturer name alone shall not establish equivalency.

26.7 Electrical Equipment

Electrical components shall be industrial-duty equipment suitable for the service and environment in which installed and shall comply with Section 17, the applicable edition of NFPA 70 adopted by the authority having jurisdiction, and applicable listing/labeling requirements.

Basis-of-quality manufacturers for major electrical and control components include:

- Schneider Electric / Square D.
- Eaton.
- Siemens.
- ABB.
- Rockwell Automation / Allen-Bradley.

Approved equals from other established industrial electrical manufacturers may be accepted when the specific component meets or exceeds the specified voltage, current, interrupting/short-circuit rating, enclosure/environmental rating, control function, listing, compatibility, and service requirements.

Hubbell, Appleton/Emerson, Thomas & Betts/ABB, or approved equal may be used for applicable wiring devices, fittings, enclosures, conduit accessories, and related electrical hardware when suitable for the installation environment.

Electrical equipment shall not be accepted solely on the basis of manufacturer name. The Contractor shall coordinate all breakers, disconnects, starters/contactors, overload devices, control transformers, surge protection, relays, terminal devices, and other components with the actual pump motor data and verified site electrical service before procurement.

27. BID SCHEDULE

The bidder shall provide a complete price for each item.

Item	Description	Unit	Qty	Unit Price	Total
1	Mobilization/demobilization	LS	1	\$_____	\$_____
2	Laney Hills wet-well cleaning and waste disposal	LS	1	\$_____	\$_____
3	Laney Hills existing pump removal/disposal	LS	1	\$_____	\$_____
4	Laney Hills duplex submersible pumps - 200 GPM at 36 ft TDH single-pump design duty	EA	2	\$_____	\$_____

Item	Description	Unit	Qty	Unit Price	Total
5	Laney Hills 2-inch guide rail systems	EA	2	\$_____	\$_____
6	Laney Hills duplex control panel	EA	1	\$_____	\$_____
7	Laney Hills transducer level system	LS	1	\$_____	\$_____
8	Laney Hills two-float backup system	LS	1	\$_____	\$_____
9	Laney Hills electrical modifications	LS	1	\$_____	\$_____
10	Laney Hills testing/startup/commissioning	LS	1	\$_____	\$_____
11	Harvest wet-well cleaning and waste disposal	LS	1	\$_____	\$_____
12	Harvest existing pump removal/disposal	LS	1	\$_____	\$_____
13	Harvest duplex submersible pumps - 527 GPM at 58 ft TDH single-pump design duty	EA	2	\$_____	\$_____
14	Harvest 2-inch guide rail systems	EA	2	\$_____	\$_____
15	Harvest duplex control panel	EA	1	\$_____	\$_____
16	Harvest transducer level system	LS	1	\$_____	\$_____
17	Harvest two-float backup system	LS	1	\$_____	\$_____
18	Harvest electrical modifications	LS	1	\$_____	\$_____
19	Harvest testing/startup/commissioning	LS	1	\$_____	\$_____

Item	Description	Unit	Qty	Unit Price	Total
20	Final documentation and operator training	LS	1	\$ _____	\$ _____
21	Temporary bypass pumping, if required	LS	1	\$ _____	\$ _____

BASE BID TOTAL

TOTAL BASE BID: \$ _____

28. BID FORM

To:

Uniontown Waterworks and Sewer Board

The undersigned bidder has examined the Contract Documents, visited the project sites, attended the mandatory pre-bid conference, examined existing conditions, and agrees to perform all work required for the prices contained in the Bid Schedule.

The bidder acknowledges responsibility for verifying existing site conditions and equipment compatibility.

The bidder agrees to furnish all labor, materials, equipment, supervision, transportation, testing, disposal, and services necessary to complete the work.

Base Bid: \$ _____

Written: _____

The bidder agrees that the bid shall remain valid for ninety (90) calendar days following the bid opening.

The bidder acknowledges receipt of the following addenda:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Bidder:

Company: _____

Address: _____

City/State/ZIP: _____

Telephone: _____

Email: _____

Alabama Contractor License No.: _____

By: _____

Title: _____

Date: _____

29. BIDDER QUALIFICATION STATEMENT

Company Information

Legal Company Name: _____

Years in Business: _____

Principal Office: _____

Alabama Office: _____

License Number: _____

License Classification: _____

Key Personnel

Project Manager: _____

Superintendent: _____

Electrical Contractor: _____

Pump Supplier: _____

Similar Projects

Project 1

Owner: _____

Location: _____

Project: _____

Contract Amount: _____

Completion Date: _____

Owner Contact: _____

Telephone: _____

Project 2

Owner: _____

Location: _____

Project: _____

Contract Amount: _____

Completion Date: _____

Owner Contact: _____

Telephone: _____

Project 3

Owner: _____

Location: _____

Project: _____

Contract Amount: _____

Completion Date: _____

Owner Contact: _____

Telephone: _____

30. EXPERIENCE SCHEDULE

The bidder shall identify wastewater pump station projects completed during the previous five years.

Proj.	Owner	Location	Contract Amount	Completion Date	Pump Type	Control System
1						
2						
3						
4						
5						

31. NON-COLLUSION CERTIFICATION

The undersigned certifies that:

1. The bid has been prepared independently.
2. No agreement has been entered into with another bidder concerning the bid price.
3. No attempt has been made to prevent or discourage another party from bidding.
4. The bidder has not agreed to divide the project geographically or by scope with another bidder.
5. The bidder has not received confidential information concerning another bidder's proposal.
6. The bidder has not offered or received any improper inducement in connection with the bid.

Company: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

32. ADDENDUM ACKNOWLEDGMENT

The bidder acknowledges receipt of:

Addendum	Date	Received/Included
No. 1		
No. 2		
No. 3		
No. 4		
No. 5		

Failure to acknowledge an addendum may render the bid non-responsive when the addendum materially affects the bid requirements.

33. BID BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS:

That _____, as Principal, and
_____, as Surety, are held and firmly bound unto the
Uniontown Waterworks and Sewer Board in the penal sum of
_____ Dollars (\$_____), representing the
required bid guarantee.

The condition of this obligation is that the Principal shall, if awarded the Contract:

1. Execute the Contract.
2. Furnish required performance and payment bonds.
3. Furnish required insurance.
4. Commence and perform the work as required.

If the Principal fails to comply with the requirements following award, the Owner may pursue the rights provided by the bid bond and applicable law.

Principal:

Surety:

Attorney-in-Fact:

Date:

34. PERFORMANCE BOND

The successful bidder shall furnish a performance bond in an amount equal to **100 percent of the Contract Price**, unless a different amount is required by applicable law or funding requirements.

The bond shall guarantee faithful performance of the Contract.

The bond shall remain in effect through completion, acceptance, and any required warranty obligations to the extent provided by the Contract and bond.

35. PAYMENT BOND

The successful bidder shall furnish a payment bond in an amount not less than **50 percent of the Contract Price**, unless a greater amount is required by applicable law or funding requirements.

The payment bond shall protect persons supplying labor, materials, and supplies for the project as required by law.

36. CONTRACTOR CERTIFICATION

The Contractor certifies that:

- It has examined the project sites.
- It attended the mandatory pre-bid conference.
- It understands the scope.
- It has reviewed the existing conditions.
- It has verified equipment requirements.
- It understands the required pump capacities.
- It has included all required labor.
- It has included all required materials.
- It has included equipment disposal.
- It has included wet-well cleaning.
- It has included testing.
- It has included commissioning.
- It has included operator training.
- It has included required bonds.
- It has included required insurance.
- It has included all required electrical work.
- It has included temporary pumping where necessary.
- It has included all required permits and fees.
- It has included all incidental work necessary for a complete project.

Authorized Representative: _____

Title: _____

Company: _____

Signature: _____

Date: _____

37. OPTIONAL SERVICE AND MAINTENANCE CONTRACT PROPOSAL

The bidder proposes the following optional maintenance pricing.

Service	Year 1	Year 2	Year 3
Laney Hills preventive maintenance	\$ _____	\$ _____	\$ _____
Harvest preventive maintenance	\$ _____	\$ _____	\$ _____

Emergency Service and Parts Pricing

Service / Pricing Item	Bid Rate / Price
Normal business-hours hourly rate	\$_____
After-hours hourly rate	\$_____
Weekend/holiday hourly rate	\$_____
Emergency response/call-out charge	\$_____
Travel/service charge	\$_____
Parts markup, if applicable	_____ %
Parts discount from list price, if applicable	_____ %

For parts pricing, the bidder shall complete the applicable markup or discount method, or otherwise attach its standard parts-pricing schedule.

Included Services

The annual maintenance price shall include:

- Two scheduled inspections per year at each station.
- Pump inspection.
- Pump electrical testing.
- Control panel inspection.
- Alarm testing.
- Float testing.
- Transducer verification.
- Pump alternation verification.
- Guide rail inspection.
- Pump operating-condition evaluation.
- Written service report.
- Recommended corrective-action report.

Replacement parts shall be billed separately unless expressly included in the maintenance price.

38. OWNER'S RESERVATION OF RIGHTS

The Uniontown Waterworks and Sewer Board reserves the right to:

1. Reject any or all bids.
 2. Waive minor informalities.
 3. Reject non-responsive bids.
 4. Reject bidders determined not responsible.
 5. Request clarification of bid information.
 6. Verify bidder qualifications.
 7. Verify references.
 8. Verify licensing.
 9. Verify proposed equipment.
 10. Require additional technical information.
 11. Award the entire project.
 12. Award separate portions where legally permissible.
 13. Reject equipment that does not meet the specifications.
 14. Require approved equals to demonstrate compliance.
 15. Cancel the solicitation prior to award.
 16. Negotiate only where legally permissible and authorized.
 17. Award the contract in the best interest of the Owner and in accordance with applicable law.
-

TECHNICAL REQUIREMENTS – FINAL ACCEPTANCE CRITERIA

The completed rehabilitation shall not be considered substantially complete until the following have been demonstrated.

Laney Hills

- ☐ Two new submersible pumps installed.
- ☐ Single-pump design duty demonstrated at or reasonably near 200 GPM at 36 feet TDH.
- ☐ Two-inch guide rails installed.
- ☐ Pumps seat properly.
- ☐ Discharge pressure gauge and isolation valve installed and operational.
- ☐ Duplex control panel installed.
- ☐ Transducer level system installed.
- ☐ Two independent backup floats installed.
- ☐ Pump alternation verified.
- ☐ Lead/lag operation verified.

- ☐ High-level alarm verified.
- ☐ Pump failure operation verified.
- ☐ Electrical tests completed.
- ☐ Pump performance test completed.
- ☐ Startup completed.
- ☐ Operator training completed.
- ☐ O&M manuals delivered.

Harvest

- ☐ Two new submersible pumps installed.
- ☐ Single-pump design duty demonstrated at or reasonably near 527 GPM at 58 feet TDH.
- ☐ Two-inch guide rails installed.
- ☐ Pumps seat properly.
- ☐ Discharge pressure gauge and isolation valve installed and operational.
- ☐ Duplex control panel installed.
- ☐ Transducer level system installed.
- ☐ Two independent backup floats installed.
- ☐ Pump alternation verified.
- ☐ Lead/lag operation verified.
- ☐ High-level alarm verified.
- ☐ Pump failure operation verified.
- ☐ Electrical tests completed.
- ☐ Pump performance test completed.
- ☐ Startup completed.
- ☐ Operator training completed.
- ☐ O&M manuals delivered.

UNIONTOWN WATER AND SEWER BOARD

ADEM SUPPLEMENTAL GENERAL CONDITIONS

! Part of the Bid Package!

ADEM Supplemental General Conditions are hereby incorporated into the Bid Package for this project and shall be considered an integral part of the bidding, award, and contract performance requirements.

All bidders and subcontractors shall review these Supplemental General Conditions in full and shall include all requirements, obligations, procedures, certifications, and compliance provisions contained therein as part of their Bid.

Submission of a Bid shall constitute acknowledgment that the bidder has examined the ADEM Supplemental General Conditions and all applicable provisions in the Bid Price. These Supplemental General Conditions shall apply together with the Invitation for Bids, Official Bid Form, Technical Specifications, Special Conditions, General Conditions, and all issued addenda, each of which forms a part of the complete Bid Package.

Bidder Acknowledgment

By submission of a Bid for this project, the Bidder affirms that the ADEM Supplemental General Conditions have been reviewed, and incorporated into its proposed work, pricing, schedule, and compliance obligations.

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



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

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

Supplemental General Conditions **for SRF Assisted**

Public Drinking Water and Wastewater
Facilities Construction Contracts



SRF Project Number: _____

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I – ADEM Special Conditions

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

II – Bonds and Insurance

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

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

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

III – Utilization of Disadvantaged Businesses Enterprises (DBEs)

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

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

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

For purposes of clarification:

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

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

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

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

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

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

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

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

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

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

Diane Lockwood, DBE Coordinator
Administrative Section
Fiscal Branch
Alabama Department of Environmental Management
Post Office Box 301463
Montgomery, Alabama 36130-1463

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

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

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

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

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

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

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

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

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

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

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

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

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

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

-

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

The following organizations may provide assistance in soliciting DBE participation:

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

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

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

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

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

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

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

NOTE:

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

VII – DBE Compliance Form

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

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

CERTIFICATIONS:

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

(Proposed Prime Contractor Signature) Date _____

(Printed Name and Title)

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

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

(Signature of Loan Recipient (Owner)) Date _____

OR**

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

(Printed Name and Title)

GENERAL INFORMATION:

Loan Recipient (Owner) Contact: _____

Loan Recipient (Owner) Phone Number/Email: _____

Consulting Engineer Contact: _____

Consulting Engineer Phone Number/Email: _____

Proposed Prime Contractor: _____

Proposed Prime Contractor Contact: _____

Proposed Prime Contractor Phone Number/Email: _____

Proposed Prime Contract Amount: \$ _____

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

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

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

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

NOTE:

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

Loan Recipient (Owner) DBE Submittal

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

Prime Contractor DBE Submittal

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

VIII - EPA Form 6100-2 DBE Subcontractor Participation Form



OMB Control No: 2090-0030

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

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

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

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

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

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

VIII - EPA Form 6100-2 DBE Subcontractor Participation Form



OMB Control No: 2090-0030

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines, typical of notebook paper. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Subcontractor Signature	Print Name
Title	Date

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

IX - EPA Form 6100-3 DBE Subcontractor Performance Form



OMB Control No: 2090-0030

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

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

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

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor

DBE Certified By: ☐ DOT ☒ SBA ☐ Other: _____	Meets/ exceeds EPA certification standards? ☐ YES ☐ NO ☐ Unknown
--	---

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

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

IX - EPA Form 6100-3 DBE Subcontractor Performance Form



OMB Control No: 2090-0030

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

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

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

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

X - EPA Form 6100-4 DBE Subcontractor Utilization Form



OMB Control No: 2090-0030

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

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

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

I have identified potential DBE certified subcontractors	☐ YES	☒ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

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

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

X - EPA Form 6100-4 DBE Subcontractor Utilization Form



OMB Control No: 2090-0030

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

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

Prime Contractor Signature	Print Name
Title	Date

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



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

**PART I OF II
(PAGES SGC-16 & SGC-17)**

FOR COOPERATIVE AGREEMENTS OR OTHER FEDERAL FINANCIAL ASSISTANCE WHERE THE COMBINED TOTAL OF FUNDS BUDGETED FOR PROCURING SUPPLIES, EQUIPMENT, CONSTRUCTION OR SERVICES EXCEED \$150,000. PART 1: PLEASE REVIEW INSTRUCTIONS BEFORE COMPLETING																							
1A. FEDERAL FISCAL YEAR (Oct 1- Sep 30) 20_____			1B. REPORT TYPE ☐ Annual ☐ Last Report (Project completed)																				
1C: REVISION OF A PRIOR YEAR REPORT? ☐ No ☐ Yes, Year _____ IF YES, BRIEFLY DESCRIBE THE REVISIONS YOU ARE MAKING:																							
2A. EPA FINANCIAL ASSISTANCE OFFICE ADDRESS (ATTN: DBE COORDINATOR)			3A. RECIPIENT NAME AND ADDRESS																				
2B. EPA DBE COORDINATOR Name: Email: Phone: Fax:			3B. RECIPIENT REPORTING CONTACT Name: Address: Phone: Email:																				
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C)			4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM TITLE OR CFDA NUMBER:																				
5A. TOTAL ASSISTANCE AGREEMENT AMOUNT EPA Share: \$ _____ Recipient Share: \$ _____ ☐ N/A (SRF Recipient)/Loan Amount: \$ _____			5B. If NO procurements and NO accomplishments were made this reporting period (by the recipients, sub-recipients, loan recipients, and prime contractors), CHECK and SKIP to Block No. 7. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs. Accomplishments, in this context, are procurements made with MBEs and/or WBEs.) ☐																				
5C. Total Procurements This Reporting Period (Only include amount not reported in any prior reporting period) Total Procurement Amount \$ _____ (Include total dollar values awarded by recipient, sub-recipients and SRF loan recipients, including MBE/WBE expenditures.)																							
5D. Were sub-awards issued under this assistance agreement? Yes ☐ No ☐ Were contracts issued under this assistance agreement? Yes ☐ No ☐																							
5E. MBE/WBE Accomplishments This Reporting Period Actual MBE/WBE Procurement Accomplished (Include total dollar values awarded by recipient, sub-recipients, SRF loan recipients and Prime Contractors.) <table border="1"><thead><tr><th></th><th>Construction</th><th>Equipment</th><th>Services</th><th>Supplies</th><th>Total</th></tr></thead><tbody><tr><td>\$MBE:</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td><td>0.00</td></tr><tr><td>\$WBE:</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td><td>0.00</td></tr></tbody></table>							Construction	Equipment	Services	Supplies	Total	\$MBE:	_____	_____	_____	_____	0.00	\$WBE:	_____	_____	_____	_____	0.00
	Construction	Equipment	Services	Supplies	Total																		
\$MBE:	_____	_____	_____	_____	0.00																		
\$WBE:	_____	_____	_____	_____	0.00																		
6. COMMENTS: (If no MBE/WBE procurements, please summarize how certified MBEs/WBEs were notified of the opportunities to compete for the procurement dollars entered in Block 5C and why certified MBEs /WBEs were not awarded any procurements during this reporting period.)																							
7. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE			TITLE																				
8. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE			DATE																				

EPA FORM 5700-52A available electronically at https://www.epa.gov/sites/production/files/2014-09/documents/epa_form_5700_52a.pdf

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD

SRF Financial Assistance Agreement Number:

PART II OF II
(PAGES SGC-16 & SGC-17)

[illegible]

Type of Product or Service Codes: 1 = Construction 2 = Supplies 3 = Services 4 = Equipment

Note: Recipients are required to submit MBE/WBE reports to EPA beginning with the Federal fiscal year the recipients receive the award; continuing until the project is completed.

Instructions:

A. General Instructions:

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

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

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

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

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

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

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

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

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

B. Definitions:

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

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

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

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

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

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

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

Good Faith Efforts

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

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

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

C. Instructions for Part I:

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

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

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

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

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

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

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

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

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

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

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

5B. Self-explanatory.

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

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

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

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

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

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

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

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

D. Instructions for Part II:

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

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

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

3. Dollar value of procurement.

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

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

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

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

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

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

XII – Changes to Approved DBE Compliance Form

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

Loan Recipient: _____

Loan (Project) Number: _____

CERTIFICATIONS:

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

(Prime Contractor Signature) Date _____

(Printed Name and Title)

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

(Signature of Loan Recipient (Owner)) Date _____

OR*

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

(Printed Name and Title)

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

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

XIII – Certification Regarding Equal Employment Opportunity

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

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

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

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

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

PRIME CONTRACTOR'S CERTIFICATION:

Prime Contractor's Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes____ No____
2. Compliance Reports were required to be filed in connection with such contract or subcontract. Yes____ No____
3. Bidder has filed all compliance reports due under applicable contract requirements. Yes____ No____

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

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

Signature of Prime Contractor: _____

Title: _____

Date: _____

XIV – Debarred Firms Certification

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

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

Project Name/Loan Name*:

(*not **Contract** Name)

SRF Project No.:

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

Signature of Prime Contractor:

Title:

Date:

XV – Davis-Bacon and Related Acts

Labor Standards Provisions for Federally Assisted Contracts

Wage Rate Requirements Under FY 2013 Continuing Appropriation

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

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

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

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

2. Obtaining Wage Determinations.

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

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

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

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

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

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

3. Contract Subcontract Provisions.

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

(1) Minimum wages.

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

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

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

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

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

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

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

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

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

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

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

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

(2) Withholding.

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

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

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

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

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

(5) Compliance with Copeland Act requirements.

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

(6) Subcontracts.

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

(7) Contract termination: debarment.

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

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

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

(9) Disputes concerning labor standards.

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

(10) Certification of eligibility.

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

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

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

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

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

(1) Overtime requirements.

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

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

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

(3) Withholding for unpaid wages and liquidated damages.

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

(4) Subcontracts.

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

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

5. Compliance Verification

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

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

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

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

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

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

(Insert applicable wage rate determination here.)

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

"General Decision Number: AL20260080 05/18/2026

State: Alabama

Construction Types: Building

Counties: Alabama Counties of
Choctaw, Conecuh, Dallas, Escambia,
Greene, Marengo, Monroe, Perry, Sumter,
Washington and Wilcox

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

BOIL0108-001 01/01/2025

Rates

Fringes
BOILERMAKER.....\$ 34.21
23.92

ELEC0505-002 09/01/2023

Rates

Fringes
ELECTRICIAN.....\$ 30.90
10.34

ENGI0653-014 10/01/2023

Rates

Fringes
POWER EQUIPMENT OPERATOR: FORKLIFT.....\$ 29.90
14.55
POWER EQUIPMENT OPERATOR: BULLDOZER.....\$ 29.90
14.55

PLUM0119-001 07/23/2025

Rates

Fringes
PLUMBER.....\$ 35.20
13.51

SHEE0441-008 07/01/2023

Rates

Fringes

SHEET METAL WORKER (HVAC DUCT INSTALLATION ONLY).....\$ 27.22
13.98

SUAL2015-008 08/02/2017

Rates

Fringes

TRUCK DRIVER: DUMP TRUCK.....\$ 14.05
0.00
PAINTER (BRUSH AND ROLLER).....\$ 15.83
0.00
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....\$ 20.48
11.78
LABORER: COMMON OR GENERAL.....\$ 12.76
0.00
CEMENT MASON/CONCRETE FINISHER.....\$ 16.50
1.12
CARPENTER.....\$ 18.08
0.00
BRICKLAYER.....\$ 20.00
0.00

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does

not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU , UAVG , SA , or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number

used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION

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XVI – American Iron and Steel Requirement

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

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

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

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

XVII – Build America, Buy America (BABA) Requirement

Comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”), Public Law No. 117-58) which the Participant understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the Participant has requested and obtained a waiver from the cognizant Agency[1] pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project. Comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

ALL CONSTRUCTION CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE BABA REQUIREMENTS. The loan recipient agrees to cause all contractors and subcontractors to comply with (through the inclusion of appropriate terms and conditions in all contracts, subcontracts, and lower tiered transactions) such terms and conditions to be in substantially the form set forth in connection with the development and construction of the project.

The Contractor acknowledges to and for the benefit of the _____ (“Owner”) and the _____ (the “Funding Authority”) that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as “Build America, Buy America;” that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part,

from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

XVIII – Project Sign Detail - CWSRF

 ADEM Alabama Department of Environmental Management	STATE OF ALABAMA Honorable (name), Governor	
ALABAMA WATER POLLUTION CONTROL AUTHORITY POLLUTION CONTROL PROJECT		
(NAME OF OWNER) (NAME OF PROJECT)		
\$(Project/Contract Amount) STATE REVOLVING FUND LOAN		
(NAME OF CONTRACTOR) • CONTRACTOR (NAME OF ENGINEER) • CONSULTING ENGINEER		
ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT U.S. ENVIRONMENTAL PROTECTION AGENCY		
		

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

XIX – Project Sign Detail - DWSRF

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

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

XX – Construction Contract Requirements

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

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

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

NOTE:

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

XXI– Project Review and Cost Summary

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

END OF BID PACKAGE