

SECTION 10

SPECIAL PROVISIONS

10.01 ALABAMA ACT NO. 84-228:

Contractors shall comply with the requirement of Act No. 84-228 of the Legislature of the State of Alabama. Particular attention is directed to Section 2 of Act No. 84-228 which requires submission of certain documents with the bid documents and failure to submit such documents may be cause for rejection of the Contractor's bid.

As a convenience to bidders, the law is presented below; however, it shall be the Contractor's responsibility to satisfy himself as to the responsibilities under the law.

ALABAMA LAW
(Regular Session, 1984)

Act No. 84-228

S. 135-Senators Foshee, and Teague

AN ACT

Relating to contracts and contractors; to give preference to resident contractors who bid on public work projects except where federal funds are involved.

Be it Enacted by the Legislature of Alabama:

Section 1. In the letting of public contracts in which any state, county or municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, Code of Alabama 1975, be they corporate, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.

Section 2. Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

Section 3. A summary of this law shall be made a part of the advertised Specifications of all projects affected by this law.

Section 4. The provisions of this Act are severable. If any part of this Act is declared invalid or unconstitutional, such declaration shall not affect the part which remains.

Section 5. All laws or parts of laws which conflict with this Act are hereby repealed.

Section 6. This Act shall become effective immediately upon its passage and approval by the Governor, or upon its otherwise becoming law.

Approved April 30, 1984 Time: 4:30 P.M.

10.02 SMALL AND SMALL UNDERUTILIZED BUSINESSES:

The Board provides services to assist Bidders upon request in meeting the requirements of this Contract.

10.03 STATE HIGHWAY OR RAILROAD PERMITS:

Where a pipe is to be laid along or under a State Highway or railroad, the Contractor shall furnish the Highway Department or railroad company with bonds and insurance as required to secure a permit. The cost of bonds and insurance will be borne by the Contractor.

10.04 PERMITS, CERTIFICATES, LAWS AND ORDINANCES:

The Contractor shall, at his own expense, procure all permits, certificates and licenses required of him by law for the execution of his work. He shall comply with all federal, state, and local laws, ordinances and rules and regulations relating to the performance of the Work.

The Contractor shall also comply with Ordinance 55-012 "An Ordinance Regulating All Excavation Work of Existing Streets and Improvements Within Public Rights-of-Way," adopted by the Board of Water and Sewer Commissioners of the City of Mobile, Alabama, April 3, 1979.

10.05 WAGE RATES:

The construction of said Project shall in all respects conform to all applicable requirements of federal, state and local laws and ordinances.

10.06 SEQUENCE OF OPERATIONS:

The Contractor shall start at the point or points designated by the Owner and shall proceed with the sequence of construction as the Owner directs. The Contractor shall provide sufficient crews to lay pipe and complete the job within the time specified. In general, each line shall be laid, tested and placed in service before another line is started.

10.7 PROJECT DOCUMENTATION:

A. General: Prior to start of construction, the Project right-of-way or easement shall be documented by the use of photographs or videotapes. Pictures (photo or video), in color, shall be taken at 100 feet on centers and shall be taken along the centerline of the Project looking up station. At least one station marker shall be visible for identification purposes and station markers shall be set by the Contractor. During the course of the documentation, any features or items of interest or importance which may be encountered shall be photographed or videotaped. Prints or tapes shall be delivered to the Engineer within one week after they are made.

B. Photographs: Clear, legible photographs shall be taken by a skilled technician using a wide angle lens. Each photograph shall be identified on the back with Project number, location, date and time of day that photograph was taken. One color print approximately 4" x 6" and the negative shall be delivered to the Engineer.

C. Videotapes: The purpose of the videotape recordings shall be a supply of continuous visual and audio record of problem areas, items, and features found within any particular area. This videotape record may be supplemented with photographs to exactly identify and locate specific bad features or items.

The videotape recordings shall be capable of recording and reproducing a picture having not less than 500 lines of resolution. The videotape recorder shall be one on which both sound and video information can be recorded utilizing a VHS video cassette system. The videotape recording shall be made on magnetic tape which shall produce a visual image equal to or better than the quality of the picture on a television monitor. The replay of the recorder video information, when reviewed on a monitor/receiver, shall be free of electrical interference and shall produce clear, stable images. To ascertain that the equipment to be used in this Work meets the stated minimum requirements, a videotape of a suitable test pattern will be required prior to initiation of Work.

The audio portion of the composite signal shall be sufficiently free of electrical interference and background noise to provide an oral report that is clear and completely and easily discernible. The audio portion of the tape report shall be recorded by the operating technician on the audio-video tapes as they are being produced and shall include the location or identification of the section being viewed, the station-to-station direction of travel, the distance traveled on the specific run, and any problems encountered.

Videotape recordings shall be enclosed in a vinyl plastic container which shall clearly indicate the date the tape was taken and the designated section(s) of the Project contained on the tape.

There shall be no separate payment for photographic and/or videotape work.

10.08 REPORTS, RECORDS AND DATA:

The Contractor and each of his subcontractors shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract.

10.09 SIGNS:

Before starting and during construction on any Project, the Contractor shall place at both ends of the section signs approximately 8 feet long by 4 feet high. The signs shall be worded approximately as shown in Appendix F.

10.10 CONSTRUCTION WITHIN STATE HIGHWAY RIGHT-OF-WAY:

The requirements of the State of Alabama Highway Department "Standards for Accommodating Utilities on Highway Rights-of-Way" are hereby made a part of these Specifications for all utility construction within rights-of-way for roads or highways under the jurisdiction of the State of Alabama Highway Department.

10.11 CUTTING OF TREES WITHIN PUBLIC RIGHTS-OF-WAY:

The Contractor shall obtain a permit from the Mobile Tree Commission prior to trimming or removing any trees located within public rights-of-way. When large tree limbs and roots are encountered, the Contractor shall take precautions to protect by tunneling, or pushing the pipe under the roots so as not to damage them. No additional payment shall be made for this Work, but it shall be included in the unit price bid for related items.

10.12 DEWATERING:

The Contractor shall remove any water which may be found or may accumulate in the trenches and shall perform all work necessary to keep them clear of water while the foundations are being laid, the masonry being constructed, or pipe laying is in progress. Such removal shall be accomplished by means of a well point system or other approved

means. Comprehensive plans for dewatering operations, if used, shall be submitted prior to installation. No extra payment will be made for dewatering.

10.13 WEATHER CONDITIONS:

In the event of temporary suspension of work or during inclement weather, or whenever the Owner shall direct, the Contractor will, and will cause his subcontractor to protect carefully his and their Work and materials against damage or injury from weather. If any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

10.14 LOCKS AND KEYS:

All locks to be furnished under this Contract shall be keyed alike and 5 keys shall be delivered to the Engineer for distribution to the Owner. Padlocks shall be furnished by the Owner except where noted otherwise on the Plans and in these Specifications.

10.15 TIGHTNESS OF WATER CONTAINING WALLS:

All basins and tanks are hydraulic structures and shall be watertight. Each tank basin shall be filled with water to full depth and kept full 24 hours for observation. The Contractor shall exercise every precaution to secure watertightness by careful mixing and placing of the concrete so as to obtain a homogeneous mixture at maximum density, without air pockets or voids, using the minimum practical amount of water in the mix. Extreme care shall be used to secure continuity of water stops at expansion and construction joints, sealing off holes from wall ties, etc., and thoroughly placing concrete about wall sleeves, wall pipes and other obstructions. The Contractor shall fix all leaks. The Contractor shall furnish test water at his own expense.

10.16 EXTENSION OF CONTRACT TIME:

Unless specifically waived by the Owner, when an extension of contract time is granted by the Owner to the Contractor to complete the Work under this Contract, the Contractor shall pay any additional

engineering Cost or other Cost accrued to the Owner as a result of the extension of time granted.

The requirements of Specification Paragraph 5.14, Paragraph 5.15 and Paragraph 8.10 will be strictly adhered to upon completion of the Work.

10.17 CLEAN-UP:

The job shall be kept clean at all times. Loose dirt shall not be allowed to clog ditches or cover sidewalks. Soft clay or other undesirable material removed from the trenches shall be removed from the streets, sidewalks or ditches. The Owner reserves the right to demand that the Contractor's forces be diverted to this clean-up at any time that condition of streets, driveways, sidewalks, or private property warrants such diversion. Such diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

10.18 BRANDS OF EQUIPMENT AND MATERIALS:

When referenced the name of a certain brand, make or manufacturer is to denote the quality standard of the equipment or material, and is to convey the general style, type, character and quality. Whenever a material or article required is specified or shown on the Plans by using the proprietary product or of a particular manufacturer or vendor, any material or article which will meet the design criteria and is equal in function and durability as determined by the Engineer will be considered.

10.19 AFFIDAVIT OF COMPLIANCE:

Suppliers of pipe and fittings shall furnish in triplicate to the Owner, an affidavit stating that all pipe and fittings furnished under this Contract conform to the requirements as set forth in these Specifications. Unless specified otherwise, all materials shall be new, unused and without defect.

10.20 SUPERVISION OF INSTALLATION AND THE GUARANTEE:

The Contractor shall employ a factory trained engineer to supervise the installation and alignment of all items of mechanical and electrical equipment. He shall see that all items of equipment are installed,

pipied, and wired, meeting the requirements of the Plans and Specifications and in accordance with the manufacturer's recommendations. The Contractor shall place all equipment in satisfactory operation and demonstrate such. The Contractor shall guarantee the satisfactory operation of all apparatus and machinery against defects in workmanship, material, and installation for a period of one year from the date of final acceptance. The Owner will give notice of observed defects with reasonable promptness and the Contractor shall remedy any defects in the Work and pay for any damage to other work resulting therefrom. Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents, or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

The manufacturer's representatives shall submit to the Engineer in writing a document stating the Contractor has installed the equipment properly and in accordance with the manufacturer's recommendations.

10.21 MANUFACTURER'S CERTIFICATION:

To assure that manufacturers and suppliers are aware of the use to which their equipment and products will be subjected, the Contractor shall require the manufacturer or manufacturer's representative to place the following certification on submittal data transmittals:

"This is to certify that we have examined the Plans and Specifications for this Project and have ascertained that this equipment or material is suitable for the purpose and use intended.

Authorized Signature

10.22 MAXIMUM TRENCH WIDTH:

The maximum trench widths set the limit of payment for various items listed in Paragraph 10.26, "Basis of Payment and Method of Measure." The maximum trench widths and typical paving cut-backs which are

applicable to these Specifications are shown in Appendix I.

10.23 BASIS OF PAYMENT AND METHOD OF MEASURE:

A. General: The unit price bid for the various items shall be compensation in full for furnishing all materials, labor, equipment, and incidentals for the item in place complete in every detail. There will be no direct payment for clearing, excavating, bracing, caulking, backfilling, clean-up, restoration of property, testing or other items of work necessary for the installation of the item, with the exception of the removal and replacement of pavement as paid for under a separate item.

B. Item Number Clarification: Bid items are numbered according to the following classifications: Sanitary Sewer Items (SS); Water Line Items (WL); Backfilling Items (BF); Pavement Items (PA); General Construction Items (GC); and Erosion Control Items (EC).

SS-1. Stacks and Laterals: The unit price bid for this item will be compensation in full for furnishing and installing 1 linear foot of the various types and sizes of pipe used for stacks and laterals complete in place with plug or cap for each stack or lateral. Any bends required for alignment of laterals will be paid for under this item on the linear foot basis. Where stacks or laterals are to serve property that is lower than the street, the stacks and laterals shall be placed at such depth as required to serve such property and no additional payment will be made for extra depth required for stacks and laterals.

SS-2. Sewer Pipe: The unit price bid for the various sizes, types and depths of sewer pipe shall be compensation in full for 1 linear foot of pipe complete in place, the measurement being made parallel to and along the centerline of the installed pipe. Where pipe starts and terminates in manholes, the measurements will be from center to center of manholes. Where pipe starts or terminates without manholes, the measurement will be made from end of pipe to center of next

manhole. No deduction in length will be made for space in the line occupied by manholes or fittings. The depth of cut to be paid for will be the vertical distance from the ground surfaces on the centerline of pipe to the pipe invert. Elevated pipelines shall be paid for at the unit price bid for 1 linear foot of the various size and type of elevated pipe. Restrained joints in elevated gravity sewers shall be included in price bid per linear foot of elevated sewer pipe. Pipe in encasement or culverts shall be paid for at 0'-6' depth.

SS-3. Wyes and Tees for Sewers: The unit price bid shall be compensation in full for furnishing and installing 1 wye or tee complete in place, including covers or plugs if required.

SS-4. Manholes: The unit price bid shall be compensation in full for 1 lined manhole of the various sizes, types, and depths complete in place. The depth of manhole shall be established as the vertical distance from the surface of ground on centerline to the lowest pipe invert. Where the manhole protrudes above the surface of the ground, the depth shall be established as the vertical distance from the top of manhole cover to the lowest pipe invert. The unit price shall include the joints of pipe and plugs used as stubouts, where shown on the Plans.

SS-5. Drop Connections at Manholes: Payment for this item will be made on the basis of the unit price per linear foot; the measurement will be made between the invert of the incoming sewer and the invert of the manhole. The unit price bid shall be for 1 linear foot of drop connection complete in place including sewer pipe and fittings of the proper size, extension of the concrete manhole base, the concrete or masonry encasement and all incidentals. This payment is to be in addition to the payment for the standard manhole.

SS-6. Force Main: The unit price bid for the various sizes, classes, and types of pipe will be compensation in full for

- furnishing all labor, material, equipment, and incidentals (including locked mechanical joint retainer glands when set forth in the Proposal) necessary to lay and complete 1 linear foot of the pipe regardless of depth of cover in accordance with these Specifications. Measurement for payment will be made along the centerline of installed pipe, such measurement starting at the centerline of installed pipe and terminating at the centerline of junctions or to the various ends. There will be no deductions in measured length for specials, fittings, or valves installed in the line.
- SS-7. Sewage Pumping Station:** The lump sum bid shall be compensation in full for 1 sewage pumping station complete within the limits shown on the Plans including, but not limited to structures, piping, grading, topsoil, grassing, fencing, electrical work, pumps, motors and starters, and incidentals necessary for a complete installation.
- SS-8. Abandon Existing Manhole:** The unit price bid for this item shall be compensation in full for breaking and filling 1 abandoned sewer manhole complete in accordance with the Plans. The unit price shall include furnishing, placing, and compacting sand or sand-clay backfill to the original grade. There will be no additional payment made for sand or sand-clay backfill material used under this item. Existing manholes to be abandoned shall be broken off to a depth of 3 feet below the ground line. Removing and cleaning the manhole frame and cover, and transporting frame and cover to the Owner's warehouse will be paid for separately.
- SS-9. Concrete Plug for Sewer Pipe:** The unit price bid for this item shall be compensation in full for all labor, material, equipment, and incidentals necessary for 1 concrete or masonry plug of the various sizes used to plug an abandoned sewer pipe.
- SS-10. Concrete for Sewer Construction:** The unit price bid shall be compensation in full for 1 cubic yard of concrete for pipe cradles, foundations, thrust blocks, or encasement for pipe. Concrete used for manhole bottoms, concrete manholes, and for repaving will not be paid for under this item. (No payment will be made for this item where the Contractor elects to use it for his own convenience or to fill overcuts.)
- SS-11. Ductile Iron or Cast Iron Fittings for Sewers/Force Mains:** The unit price bid for fittings for sewers or force main items will be compensation in full for furnishing and installing 1 pound of ductile iron or cast iron fittings complete in place (including locked mechanical joint retainer glands when set forth in the Proposal). Payment will be based on catalog weight of the manufacturer supplying fittings. Bolts and other miscellaneous items will not be included in the weights.
- SS-12. Running Board:** The unit price bid for this item shall be compensation in full for furnishing and laying 1 linear foot of the assembled running board including splices, battens, and wedges complete in place.
- SS-13. Saddle Piles:** The unit price bid for this item shall be compensation in full for furnishing and driving 1 linear foot of pile to grade, ready for receiving the running board.
- SS-14. Haunching for PVC Sewer Pipe:** The unit price bid for this item shall be compensation in full for 1 linear foot of haunching complete in place, measured along the centerline of the installed pipe.
- SS-15. Air and Vacuum Valve Assembly:** The unit price bid for this item shall be compensation in full for furnishing and installing 1 air and vacuum valve assembly complete in place, including the air and vacuum valve, valve back flush system, tapping saddle or tee, washed gravel, concrete pipe type valve

pit, cast iron manhole type cover, fittings, connecting valving and piping, and all excavations, compaction, backfilling and clean-up, and incidentals necessary for a complete installation.

SS-16. Internal Video Inspection: The unit price bid for this item shall be compensation in full for furnishing all labor, equipment, materials, and incidentals necessary to complete 1 linear foot of television inspection of the new various size sewers for the purpose of documenting lateral locations.

WL-1. Water Pipe: The unit price bid for the various sizes and types of pipe will be compensation in full for furnishing all material, labor, equipment, and incidentals (including locked mechanical joint retainer glands when set forth in the Proposal) necessary to lay and complete 1 linear foot of pipe, in accordance with these Specifications. Measurement for payment will be made along the centerline of installed pipe, such measurement starting at the centerline of installed pipe and terminating at the centerline of junctions or to the various ends. There will be no deductions in measured length for specials, fittings, or valves installed in the line.

WL-2. Ductile Iron or Cast Iron Water Fittings: The unit price bid for this item will be compensation in full for furnishing all material, labor, equipment, and incidentals (including locked mechanical joint retainer glands when set forth in the Proposal) necessary to install and complete 1 pound of ductile iron or cast iron fittings in accordance with these Specifications. All fittings including sleeves, reducers, etc., will be included under this item. Bolts and other miscellaneous items will not be included in the weights. Payment will be based on catalog weight of the manufacturer supplying fittings.

WL-3. Gate Valves: The unit price bid for the various size and type gate valves will be compensation in full for furnishing all material, labor, equipment, valve box, and incidentals necessary to install and complete 1 gate valve in accordance with the Plans and Specifications.

WL-4. Butterfly Valves: The unit price bid shall be compensation in full for furnishing and installing 1 butterfly valve of the various sizes complete in every respect including valve, operator, valve box, and incidentals necessary for a complete installation.

WL-5. Tapping Valves and Sleeves: The unit price bid for the various size tapping valves will be compensation in full for 1 tapping valve and sleeve with valve box complete in place in accordance with these Specifications.

WL-6. Air Release Valve Assembly: The unit price bid for this item shall be compensation in full for furnishing and installing 1 air release valve assembly complete in place, including the air release valve, tapping saddle or tee, washed gravel, concrete pipe type valve pit, cast iron manhole type cover, fittings, connecting valving and piping, and all excavation, compaction, backfilling and clean-up, and incidentals necessary for a complete installation.

WL-7. Valve Stem Extensions: The unit price bid for the various size valve stem extensions will be compensation in full for furnishing all material, labor, equipment, and incidentals necessary to install and complete 1 linear foot of valve stem extension in accordance with Plans and Specifications.

WL-8. Fire Hydrants: The unit price bid for fire hydrants will be compensation in full for furnishing all material, labor, equipment, and incidentals necessary to install and complete 1 fire hydrant in accordance with these Specifications. Depth of bury shall be 3'-6" except where shown otherwise on the Plans or in the Proposal.

WL-9. Fire Hydrant Extension Section: The unit price bid for this item will be compensation in full for furnishing all material, labor, equipment, and incidentals necessary to install one, 1-foot long fire hydrant extension section complete with bolts, gaskets, and stem extension.

WL-10. Hydrant Valve Anchoring Tee: The unit price bid for hydrant valve anchoring tees will be compensation in full for furnishing all material, labor, equipment, and incidentals necessary to install and complete 1 hydrant valve anchoring tee of the various sizes in place.

WL-11. Concrete for Water Lines: The unit price bid shall be compensation in full for 1 cubic yard of concrete used for foundations, anchors thrust blocks, or encasement for pipe. Concrete used for repaving will not be paid for under this item.

WL-12. Salvage Existing D.I. or C.I. Water Pipe: The unit price bid for this item will be compensation in full for furnishing all labor, equipment, and incidentals necessary to remove, clean properly for reuse, and to transport salvaged water piping to a place of storage in the City of Mobile, Alabama to be designated by the Board, 1 linear foot of the various size pipe. Pipe damaged through carelessness of the Contractor will not be paid for. Measurement will be made along the centerline of the pipe. No deduction in length will be made for valves or fittings and the removing of these items shall be included in the unit price bid for salvage of existing pipe. Contractor shall place an identifying mark on each piece of pipe with blue paint, "W" for water pipe.

WL-13. Lowering Existing Water Line: The unit price bid for this item will be compensation in full for furnishing all labor, equipment, and incidentals necessary to lower 1 linear foot of existing water lines (all sizes) at

locations shown on the Plans or as designated by the Engineer, and to a depth that will afford ample clearance below proposed street or road construction and proposed drainage structures. Pipe damaged through carelessness of the Contractor will be replaced with new water pipe by the Contractor, at his expense. Measurement will be made along the centerline of the pipe. No deduction in length will be made for valves or fittings and the lowering of these items shall be included in the unit price bid for lowering existing water line. No extra compensation will be allowed for necessary adjustment of fire hydrants attached to existing water lines to be lowered.

WL-14. Remove and Salvage Existing Water Meters and Boxes: The unit price bid for this item will be compensation in full for furnishing all labor, equipment, and incidentals necessary to remove, clean, haul, and store 1 water meter and meter box from existing water lines to be abandoned or where water service is to be discontinued. Meters and meter boxes damaged through carelessness of the Contractor will not be paid for. The price bid for this item shall include transporting the salvaged items to a place of storage in the City of Mobile, Alabama to be designated by the Owner.

WL-15. Remove and Relocate Water Meter and Meter Box: The unit price bid for this item will be compensation in full for removing, transporting, and re-installing 1 existing water meter and meter box complete and ready for use in the new location as designated on the Plans or as directed in the field.

WL-16. Remove and Relocate Fire Hydrant: The unit price bid for this item will be compensation in full for removing, cleaning, transporting, and reinstalling 1 existing fire hydrant complete and ready for operation in the new location as designated on the Plans or as instructed in the field. The price shall

also include repainting of the hydrant in accordance with these Specifications.

WL-17 Corporation Stops: The unit price bid for the various size corporation stops will be compensation in full for furnishing corporation stops, tapping water lines, installing, and completing in accordance with these Specifications. Stops shall be installed where specified. Corporation stops used for bleeding air and testing purposes will not be paid for.

WL-18 Curb Stops: The unit price bid for the various size curb stops will be compensation in full for furnishing curb stops, installed and completed in accordance with these Specifications. Stops shall be installed where specified or instructed in the field.

WL-19 Copper Service Pipe: The unit price bid for furnishing and laying the various sizes of service pipe will be compensation in full for furnishing all materials, labor, equipment and incidentals necessary to lay and complete 1 linear foot of pipe in accordance with these Specifications. Measurement will be made along the center line of installed pipe, such measurement starting at the center line of installed pipe and terminating at the center line of junctions or to the various ends. There will be no deductions in measured lengths for specials, fittings, or valves installed in the line. Adapters necessary to properly join the copper service pipe to corporation stops and curb stops shall be considered incidental to the unit price bid for this work and no separate payment shall be made for such.

BF-1. Sand or Sand-Clay Backfill: The unit price bid for this item will be compensation in full for 1 cubic yard of sand or sand-clay used for backfill, which shall include furnishing sand or sand-clay, backfilling, compacting, and hauling away surplus material.

This item will be measured in place. The length authorized by the Engineer

to be backfilled with sand or sand-clay, multiplied by the trench width for specified pipe diameter in accordance with Appendix I of these Specifications, multiplied by the average depth of backfill to the top of pipe and then converted to cubic yards, will be the amount paid for, regardless of the width or length removed, and replaced with sand or sand-clay.

BF-2. Flowable Backfill: The unit price for this item shall be compensation in full for furnishing and spreading 1 cubic yard of flowable backfill complete in place.

PA-1. Removing and Preparation of Base for Flexible Pavement: The unit price bid for this item shall be compensation in full for removing 1 square yard of flexible wearing surface and base and the preparation and placement of new base complete in place. In measuring this item for payment, the length removed multiplied by the specified trench width plus 18 inches will be the amount paid for, regardless of the width removed and replaced. No additional allowance will be made for bell holes or manholes.

PA-2. Bituminous Wearing Surface for Patch Surfacing: The unit price bid for this item shall be compensation in full for 1 square yard of bituminous concrete wearing surface placed at the rate of 1-1/4 inch per square yard (or 1-1/2 inches in state and Mobile County right-of-way), including leveling, tack coat, pavement markings, and incidentals necessary for completion of the wearing surface.

PA-3. Bituminous Wearing Surface for Full Width Street Surfacing: The unit price bid for this item shall be compensation in full for 1 square yard of bituminous concrete wearing surface placed at the rate of 1-1/4 inch per square yard, including leveling, tack coat, pavement markings, and incidentals necessary for completion of the wearing surface.

PA-4. Removing and Replacing Concrete

Pavement: The unit price bid for this item shall be compensation in full for removing and replacing 1 square yard of concrete pavement with Portland Cement Concrete Pavement complete in place including base course, saw cuts, pavement markings, and incidentals necessary for a complete installation of the concrete patch. In measuring this item for payment, the length removed multiplied by the width of pavement between saw cuts actually removed will be the amount paid for.

PA-5. Temporary Asphalt Patch: The unit price bid shall be compensation in full for 1 square yard of temporary asphalt patch complete in place including maintenance and removal prior to final concrete patch.

PA-6. Replacement of Concrete Sidewalks

or Ditch Paving: The unit price bid for this item will be compensation in full for furnishing all material, labor, equipment, and incidentals to remove and replace 1 square yard of sidewalk under which pipe is laid. In measuring this item for payment the length removed multiplied by the trench width for the specific pipe diameter in accordance with Appendix I of this Specification will be the amount paid for, where the line crosses sidewalks regardless of the width removed and replaced. If the pipeline is laid under and parallel with the sidewalk, the actual width of the sidewalk, up to a maximum of 5 feet, will be measured for payment.

GC-1. Reef Shell Foundation:

The unit price bid for this item shall be compensation in full for furnishing, spreading, and compacting reef shell over the full width of trench to an 8 inch thickness for 1 linear foot of trench. (No payments will be made for this item where the Contractor elects to use it for his own convenience or to fill overcuts.) At the Contractor's option, crushed stone, or slag may be used for foundation material in lieu of reef shell at no change in Contract Price. Gravel,

crushed stone, slag, and reef shell are specified in other sections of the Specifications.

GC-2. Crushed Slag or Crushed Stone

Foundation: The unit price bid for this item shall be compensation in full for furnishing, spreading, and compacting crushed slag, or crushed stone over the full width of trench to an 8 inch thickness for 1 linear foot of trench. (No payments will be made for this item where the Contractor elects to use it for his own convenience or to fill overcuts.)

GC-3. Mats:

The unit price bid for this item shall be compensation in full for furnishing and installing mats in lieu of foundation material for piping. Compensation shall be for the full width of the trench and for 1 linear foot of trench.

GC-4. Restrained Joint Fitting:

The unit price bid shall be compensation in full for 1 positive or friction restrained joint fitting of the various sizes complete in place including tee head bolts, set screws, and gasket.

GC-5. Rust Proof Rods for Anchorage:

The unit price bid for this item will be compensation in full for furnishing all material, labor, equipment, and incidentals necessary to install and complete 1 linear foot of anchor rod. The price shall include threading, bolts, and coating of the rod.

GC-6. Rust Proof Clamps for Anchorage:

The unit price bid for this item will be compensation in full for furnishing all material, labor, equipment, and incidentals necessary to install and complete 1 clamp. The price shall include all bolts, nuts, and coating of the clamps.

GC-7. Anchoring Couplings:

The unit price bid shall be compensation in full for each anchoring coupling of the various sizes complete in place.

GC-8. Encasement Pipe: The unit price bid for furnishing and installing encasement pipe (corrugated metal, welded steel or tunnel liner plate) will be compensation in full for furnishing all material, labor, equipment, and incidentals necessary to install and complete 1 linear foot of the encasement pipe of various sizes and types in accordance with the Plans and Specifications including sand fill. Measurement will be made along the centerline of the installed encasement pipe. The carrier pipe inside encasement pipe will not be included in the unit price bid for encasement pipe.

GC-9. Concrete for Piers and Headwalls: The unit price bid for this item will be compensation in full for 1 cubic yard of formed concrete used for headwalls, elevated piers, or other types of formed concrete. The unit price bid shall include reinforcing steel, pipe straps, and anchor bolts. Measurements will be made of the complete structures.

GC-10. Remove and Replace Concrete Curb and Gutter: The unit price bid for this item shall be compensation in full for furnishing all equipment, labor, materials, transportation, handling, delivery and all incidentals necessary for removing and replacing 1 linear foot of concrete curb and gutter, concrete valley gutter or concrete curb, under which pipe is laid. Curb, gutter, and curb and gutter replaced shall be of the same type and thickness as that removed, with concrete, 3,000 psi minimum strength. The Contractor at his option may elect to bore or push piping liner under the existing concrete curb in lieu of removing and replacing concrete curb. If the Contractor elects to use this method, payment shall be the unit price bid for remove and replace concrete curb and gutter at the allowable trench widths.

GC-11. Restoration of Property: The lump sum bid shall be compensation in full for restoration of property within the various limits complete including, but not limited to replacement of sod in lawns and other sodded areas,

replacement of ornamental shrubbery, clean-up, replacement of lawn decoration items and all other items of work required for restoration of property, except for removal and replacement of pavement and removal and resetting of fencing which will be paid for separately.

GC-12. Remove and Reset Fencing: The unit price bid shall be compensation in full for removing and resetting 1 linear foot of fence of the various types encountered. Measurement will be made for the length authorized to be removed and reset. Posts, fencing or other materials lost, damaged, or destroyed by the Contractor's operations shall be placed with new material of the same type that existed prior to removal at the Contractor's expense. Fences that are removed and authorized by the Owner not to be reset will not be paid for.

GC-13. Treated Timber Bracing: The unit price bid shall be compensation in full for 1 board foot complete in place including all timber, bolts, washers, nuts, and incidentals necessary for a complete installation.

GC-14. Caps for Pile Bents: The unit price bid shall be compensation in full for 1 cap for pile bents complete in place including concrete, reinforcing steel, anchor bolts, sleeve nuts, anchor straps or cables, and coating of pipe anchorage.

GC-15. Reinforcing Steel: The unit price bid shall be compensation in full for 1 pound of reinforcing steel complete in place. Measurement of reinforcement will be made of the length of bars actually placed in accordance with the Plans or bar schedules approved by the Engineer, or in accordance with the instructions of the Engineer. The measured length will be converted to weights for the size of bars listed by use of the unit weights per linear foot stated in Federal Specification QQ-B-71a. Steel in laps indicated on the Plans or required by the Engineer will be paid

for at the Contract Unit Price. No payment will be made for the additional steel in laps which are authorized for the convenience of the Contractor or for reinforcing steel in pile caps.

GC-16. Polyethylene Sheath: Where indicated on the Plans or where directed, the exterior of ductile iron pipe shall be covered with a sealed polyethylene sheath in accordance with AWWA Specification C105. The unit price for the various sizes of this item shall be compensation in full for furnishing and installing 1 linear foot of sheath complete in place.

EC-1. Grassing for Erosion Control: The unit price bid shall be compensation in full for 1 acre of grassing for erosion control complete in place including ground preparation, fertilizing, seeding, and maintenance. Measurement will be made to the nearest tenth of an acre of the area actually grassed except that grassing areas outside of the construction easements will be considered the responsibility of the Contractor and will not be measured for payment.

EC-2. Mulching: The unit price bid shall be compensation in full for 1 acre of mulching complete in place. Measurement will be made to the nearest tenth of an acre of the area actually mulched except that mulching of areas outside of the construction easements will be considered the responsibility of the Contractor and will not be measured for payment.

EC-3. Solid Sod: The unit price bid for this item shall be compensation in full for 1 square yard of solid sod where specified.

EC-4. Riprap: The unit price bid shall be compensation in full for 1 square yard, 1 foot in thickness, of riprap complete in place. Price shall include shell or gravel used for choking riprap. Where depths greater than 1 foot are shown on the Plans or directed the quantity to be paid for will be increased in the

proportions that the thickness bears to 1 foot, i.e., if thickness is 1.5 feet then the surface area will be multiplied by 1.5 to determine the quantity to be paid for.

EC-5. Gravel Blanket for Riprap: The unit price bid shall be compensation in full for 1 square yard, 6 inches in thickness, of gravel blanket for riprap complete in place.

EC-6. Shell Blanket for Riprap: The unit price bid shall be compensation in full for 1 square yard, 6 inches in thickness, of shell blanket for riprap complete in place.

EC-7. Timber Ditch Checks: The unit price for this item shall be compensation in full for 1 timber ditch check as detailed, complete in place.

EC-8. Erosion Control Netting: The unit price bid for this item will be compensation in full for furnishing and installing 1 square yard of erosion control netting, including all materials, equipment, tools, labor, and incidentals required to complete the item. Payment will be limited to a 20 foot total width.

EC-9. Silt Fence: The unit price bid for this item shall be compensation in full for all labor, material, equipment, and incidentals necessary for 1 linear foot of silt fence installed for temporary erosion control.

EC-10. Hay Bales: The unit price bid for this item shall be compensation in full for all labor, material, equipment, and incidentals necessary for 1 hay bale installed for temporary erosion control.

EC-11. Geotextile Filter Blanket for Riprap: The unit price bid for this item shall be compensation in full for all labor, materials, equipment, and incidentals necessary for the installation of 1 square yard of geotextile filter blanket, complete in place.

10.24 SPECIAL HANDLING OF PURCHASE ORDERS¹

The Board of Water and Sewer Commissioners is exempt from City, County, State and Federal sales tax for any hardware, equipment, and materials purchased for the installation of Capital projects. Contractors shall take this into consideration when preparing bids for capital projects. To ensure there are no taxes charges, Contractors are directed to do the following:

Contractor shall contact the Alabama Revenue Department and apply for a tax exempt certificate for the specific project. The phone number for the Mobile office is 334-344-4737. The web site that explains the rules and regulations for tax exemption is www.ador.state.al.us, rule number 810-6-5.02.

Contractor shall mail copies of the tax exempt certificate to all suppliers of all hardware, equipment, and material.

Contractor shall state on each purchase order to the supplier that material, equipment, and hardware for installation owned and operated by the Board of Water and Sewer Commissioners of the City of Mobile are exempt from County and State sales tax as per the number on the certificate of exemption.

10.25 BYPASS PUMPING²

The Contractor shall submit three (3) copies of a Bypass Pumping Plan as required in Section 12.22 to the Engineer for review prior to proceeding with bypassing operations. Bypassing operations shall not commence until a Bypass Pumping Plan is reviewed by the Engineer.

The Contractor shall be responsible for and shall indemnify and hold the Owner harmless for any sanitary sewer overflow occurring as the result of the work performed. The Contractor is responsible for any sewer discharge to the surface due to failure in bypass hose, piping or other equipment. Any discharge from air release valves shall be contained. The Contractor shall ensure that raw sewage will not spill on the ground or into any bodies of water, channels, or conduits of conveyance of storm water during the performance of this work. Prior to removal of the bypass pumping pipe, the Contractor shall empty all

sewage into the sewer system. The Contractor is responsible for and shall indemnify and hold the Owner harmless for any sanitary sewer discharge to the environment due to a failure in the equipment and/or bypassing operation.

In the event of a sanitary sewer overflow, the Contractor shall contact the Owner's representative immediately and complete the Contractor Unpermitted Discharge Reporting Form provided by the Owner. If there is a sanitary sewer discharge to the environment due to a failure in the equipment and/or bypassing operation, the Contractor shall reimburse the Owner all costs related in any way to compliance with laws, regulatory requirements, and/or court orders and decrees associated with the overflow or discharge event. The costs include but not limited to water quality monitoring, signage, cleanup, fines, legal fees, claims, and reporting. In the event that the peak flows during the bypass pumping operation exceed the projected peak flow figures previously provided by the Owner and a sanitary sewer overflow event occurs when the Contractor's equipment is operating correctly, the Contractor will not be held liable for the sanitary sewer overflow or discharge.

The Contractor shall be liable for and shall indemnify and hold the Owner harmless for any other claims made as a result of the sanitary sewer discharge or sanitary sewer overflow due to a failure in the equipment and/or bypassing operation and shall be responsible for all requirements imposed by the regulatory agencies. In addition, the contractor shall provide notification consisting of one (1) quarter page advertisement published in the Mobile Register within 3 days of the sanitary sewer overflow. The advertisement shall be written in a manner reasonably designed to inform fully the customers of the Owner. The notice shall be conspicuous and shall not use unduly technical language, unduly small print or other methods which would frustrate the purpose of the notice. The notice shall disclose all material facts regarding the subject including the amount of the overflow, when the overflow occurred, any potential adverse health effects, the population at risk, reasonably known methods of mitigation known, and steps being taken to mitigate problems with the by-pass pumping operation. Each notice shall contain the name, business address, and telephone number of the Contractor.

END OF SECTION

¹ Revised & Adopted 1/8/01

² Section 10.25 – Added & Adopted 4/7/03