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Mobile Area Water and Sewer System
 4725 Moffett Rd Suite A
 Mobile, AL 36618-2236
 PO Box 180249
 Mobile, AL 36618-0249

INVITATION FOR BID
 July 2, 2026

INVITATION FOR BID NUMBER	IFB #26-031
NAME OF BID	DWSRF Contract – Gaillard Pump Station Emergency Bypass Header
BIDS WILL BE RECEIVED AT	MAWSS Purchasing Dept. Bid Box or If sending bids by UPS/Fed Ex, deliver to the Warehouse: East Visitor Entrance 1610 Shelton Beach Rd. Ext., Mobile, AL 36618 4725 Moffett Road with IFB# marked on envelope Mobile, AL 36618
BID OPENING DATE	August 6 th , 2026
AWARD WILL BE MADE BY	Total Cost
MATERIAL DELIVERED TO	Gaillard Pump Station 1450 Pumping Station Rd Mobile, AL 36608
ADDITIONAL INFORMATION CONTACT	Seth Tatman (850) 401-1236 or Seth.tatman@jacobs.com


Sealed bids must be in the Purchasing Department no later than the time specified in order to be considered. Submissions received after the deadline will not be considered. Envelopes must bear the name of the supplier, company address and the words “**IFB 26-031 DWSRF Contract Bypass Header**” or “**IFB 26-031 NO QUOTE.**” Facsimile or email bids will not be accepted.

All bids must be submitted on the attached forms or your bid will be disqualified. Bidder shall furnish all the information required by the solicitation. The bidder’s name must be typed or printed on the bid sheet and signed by the bidder or appropriate authorized executive officer of the bidder’s company. Bidders must initial any changes or erasures. Bidders should retain a copy of bids for their records.

Bidders shall acknowledge receipt of all addenda to this solicitation by signing and returning each addendum or by identifying the addendum number and the date on the bid form. Failure to acknowledge receipt of any addendum by a bidder will result in rejection of the bid if MAWSS determines that the addendum contains information that materially changes the requirements.

All bids shall be quoted FOB Destination, freight prepaid with no additional charges. Unless otherwise specified in the bid, all prices will be on a firm-fixed price basis and are not subject to adjustments based on costs incurred. MAWSS reserves the right to reject any or all bids submitted, to waive any informality in any bid or in the bid process, or to terminate the bid process at any time, if deemed by MAWSS to be in MAWSS’s best interest.

A Purchase Order and this “Invitation for Bid” with “Specifications,” “Conditions,” “Bid Form,” signed by the successful bidder’s authorized representative, and all attached drawings and other documents furnished by MAWSS to the bidders with the Invitation for Bid in order to illustrate the contract requirements, will constitute a contract for the goods and/or services to be purchased.


 Joyce Sawyer, Buyer II
 Board of Water and Sewer Commissioners

IFB #26-031
DWSRF Contract
Gaillard Pump Station Emergency Bypass Pumps

The Board of Water and Sewer Commissioners of the City of Mobile will accept bids for Drinking Water State Revolving Fund (DWSRF) Contract for **Gaillard Pump Station Emergency Bypass Header** in our Purchasing Department Bid Box located at the East Visitor Entrance at 4725 Moffett Road, Mobile, AL. 36618 **no later than 10:30 a.m.** local time, **August 6, 2026**. Bids will be opened immediately after bid closing time in the Operations Center Board room located at the East Visitor Entrance. Award will be by Total Cost.

A **site visit** will be scheduled for **9:00 am on July 16, 2026**. The visit is not mandatory but highly recommended.

All questions regarding the project shall be submitted by close of business no later than 2 weeks from the bid opening date.

The bidder offers and agrees, if this bid is accepted, to furnish and install the items as defined in the specifications and drawings for the unit price set opposite each item. Pricing shall be FOB Mobile, Alabama and is to be delivered and installed at the Gaillard Pump Station located at 1450 Pumping Station Rd, Mobile, AL 36608. The expected length of fabrication, delivery, and installation is to be stated in the bid quote.

The anticipated work shall include the procurement, fabrication, freight, delivery, and installation of material included in the bid proposal.

All materials shall meet these specifications and shall be in accordance with MAWSS's standard specifications and comply with DW SRF General Conditions included in the specifications. Material manufacturers shall be from MAWSS approved manufacturer's list.

The contract period will be from the Contractor's Notice of Award date until May 30, 2027.

The bidder understands and agrees that MAWSS reserves the right to reject any and all bids and waive any informalities or irregularities in the bid or in the bidding.

A bidder may not modify its bid after bid opening. Errors in the extension of unit prices stated in a bid or in multiplication, division, addition, or subtraction in a bid may be corrected by the Purchasing Buyer prior to award. In such cases, unit prices shall not be changed.

It is the responsibility of the bidder to determine prior to the bid opening whether any amendment, additions, deletions or changes of any type have been made to this Invitation to Bid, Terms and Conditions, or any of the specifications or bid documents. Bid documents and any amendments made to this bid will be posted to our website at www.mawss.com.

Signature: _____ Date: _____

Print Name: _____

Company Name: _____

Company Address: _____

Email: _____ Phone: _____

**BOARD OF WATER AND SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA**

Proposal, Contract Documents, and Specifications

**DWSRF CONTRACT
Gaillard Pump Station Emergency Bypass Header
IFB #26-031**

Jacobs Engineering Project No. D3722900

**Jacobs Engineering
25 W. Cedar Street
Suite 350
Pensacola, FL 32502**

July 2026

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ADVERTISEMENT FOR INVITATION TO BID

Sealed bids will be received by the Board of Water and Sewer Commissioners of the City of Mobile, Alabama (“Board”), at the Wesley A. James Operations Center, 4725A Moffett Road, Mobile, AL 36618 until 10:30, CST, August 6, 2026, and then publicly opened and read, for furnishing and installing all Materials for the following project: DWSRF Contract Gaillard Pump Station Emergency Bypass Header, IFB #26-031.

A **site visit** will be scheduled for **9:00 am on July 16, 2026**. The visit is not mandatory but highly recommended. Site visit will be held on site at 1450 Pumping Station Road, Mobile, AL 36608.

Specifications and Drawings may be requested from the office of the Purchasing Department at 4725 Moffett Road, Mobile, AL 36618 or by emailing Seth Tatman at seth.tatman@jacobs.com

Bids must be submitted on the standard forms included with the Contract Documents. Bidders shall be listed as plan holders.

The Owner’s intent is to use funding through the Drinking Water State Revolving Loan for this project. Additional requirements beyond those of the Board of Water and Sewer Commissioners of the City of Mobile, Alabama and the State of Alabama bid law are included in this project and are outlined in Supplemental General Conditions for SRF Assisted Public Drinking Water and Wastewater Facilities Construction Contracts of the project specifications.

Envelopes containing bids must be sealed and delivered to the Purchasing Department, Board of Water and Sewer Commissioners of the City of Mobile, Alabama, 4725 Moffett Road, Mobile, Alabama 36618-2236:

“Bid for DWSRF Contract Gaillard Pump Station Emergency Bypass Header. IFB #26-031, to be opened at 10:30 a.m., Local Time, August 6, 2026.”

The Board reserves the right to reject any and all bids and to waive any informality in bids received.

**THIS INVITATION FOR BIDS IS CONDENSED FOR ADVERTISING PURPOSES.
ADDITIONAL INFORMATION/REQUIREMENTS FOR BIDDERS CAN BE FOUND IN
THE CONTRACT DOCUMENTS.**

THE BOARD OF WATER AND SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA

BID PROPOSAL FORM

IFB #26-031
DWSRF Contract
Gaillard Pump Station Emergency Bypass Header

BID PROPOSAL FORM

ITEM #	DESCRIPTION	UNIT OF MEASURE	QTY	UNIT PRICE DOLLARS/CENTS	TOTAL DOLLAR/CENTS
DW-1	Fabricated Steel Header	EA	1		
DW-2	20-inch Gate Valve	EA	6		
DW-3	Concrete Saddle Supports, Valve Supports, and Header Appurtenances	LS	1		
DW-4	Installation of Bypass Header Assembly	LS	1		
BASE BID TOTAL: \$					

I certify that I have reviewed the specifications submitted and the piping materials and installation being quoted above meet or exceed the minimum requirements as specified.

Submitted by:

Delivery Time ARO (after receipt of order): _____

Payment Terms: _____ Email Address: _____

Company: _____

Address: _____ City, St, Zip: _____

Phone: _____ Fax: _____

Submitted by: _____ Title: _____
Print Name

Signature: _____ Date: _____

GENERAL REQUIREMENTS

GENERAL REQUIREMENTS

1.2 Overview:

The Board of Water and Sewer Commissioners of the City of Mobile will receive and open bids for piping materials and valves at the time and date specified in the Invitation to Bid.

In addition to these Specifications, each party submitting a bid shall provide written certification that they comply fully with the Mobile Area Water and Sewer System specifications and requirements. All manufacturers' warranties and guarantees shall be submitted, in writing, at the time of bid opening.

1.2 General:

The Contractor shall provide all materials and labor necessary, as listed in the Proposal, for the time period from the Notice of Award Date until May 30, 2027 at an agreed upon time, as referenced in the Invitation for Bids.

The anticipated work shall include the procurement, fabrication, freight, delivery, and installation of material included in the bid proposal. All equipment and materials shall be provided with a 2 year warranty from the date of acceptance in accordance with MAWSS's standard requirements.

All materials shall meet these specifications and drawings and shall be in accordance with MAWSS's standard specifications. Material manufacturers shall be from MAWSS approved manufacturer's list.

1.3 Pay Item Descriptions:

DW – 1 Fabricated Steel Header: The unit price bid for this pay item will be compensation in full for all material necessary to fabricate one (1) welded steel bypass piping header assembly. This unit price shall also include all associated shop drawings, submittals, testing, and freight associated with shipping the header assembly to the project site.

DW – 2 20" Gate Valve: The unit price bid for this pay item will be compensation in full for providing all material necessary to furnish six (6) 20-inch gate valves per the drawings and specifications. This unit price shall also include all associated shop drawings, submittals, testing, and freight associated with shipping the valves to the project site.

DW – 3 Concrete Saddle Supports, Valve Supports, and Header Appurtenances: The lump sum bid for this pay item will be compensation in full for providing all equipment and piping supports as shown and detailed within the drawings.

DW – 4 Installation of Bypass Header Assembly: The lump sum bid for this pay item will be compensation in full for providing all equipment and material necessary to install one (1) Bypass Header Assembly in accordance with these drawings. Contractor to coordinate installation of header assembly with MAWSS operation staff.

SPECIAL PROVISIONS

Special Provisions

2.1 SAFETY AND HEALTH REQUIREMENTS:

NOTICE TO CONTRACTS, VENDORS, SUPPLIERS AND DELIVERY COMPANIES PERFORMING WORK FOR THE BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE:

1. Any party performing work or making deliveries on Mobile Area Water and Sewer System (MAWSS) property, public property, or private property for the MAWSS shall report details of any accident causing injury to employees other than MAWSS personnel within 24 hours to the designated MAWSS employee having responsibility for that work site or work activity.
Upon notification to appropriate MAWSS site personnel, the Contractor will notify the MAWSS Safety Department in written format as found on the "MAWSS Contractor Accident Report" so that records may be maintained for informational purposes.
The Board of Water and Sewer Commissioners will not accept liability for accidents or injury to personnel, damage to equipment or theft of property involving contractors, vendors, suppliers or delivery companies.

2. To conduct business with the Board of Water and Sewer Commissioners, contractors, vendors, suppliers or delivery companies must certify in writing that they have in force a drug and alcohol policy at least equal to that established for the Mobile Area Water and Sewer System's zero tolerance drug policy. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (P.L. 91-54) and any amendments or additions thereto, where excavation and trenching are required the contractor shall comply with the requirements of OSHA Excavation and Trenching Safety Regulations (29 CFR Part 1926 – Excavation, Final Rule), and any amendments or additions thereto.
The Contractor shall be familiar and comply with the Board's Safety Rules Handbook in so far as it augments the specific regulation referred to in this Section.
The Contractor alone shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary protection to prevent damage, injury or loss to:
 - A. All employees on the Work and other persons and organizations who may be affected thereby.
 - B. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal relocation or replacement in the course of construction.

3. The Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of Underground

Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to above in Paragraphs 2 and 3 caused, directly or indirectly, in whole or in part, by Contractor any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor that the Work is acceptable.

4. The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner. The Contractor shall procure the referenced safety and health regulations, shall keep them on file at the job site, and shall require all supervisory personnel to become familiar with them.

2.2 VENDOR APPLICATION:

The Contractor is required to have a vendor application on file with the Mobile Area Water & Sewer System prior to receiving a contract. The Contractor may submit the application with their bids but has to be on file or submitted before award of the project. Vendor applications can be obtained by contacting the Purchasing Department of the Mobile Area Water & Sewer System.

2.3 BASIS OF AWARD:

The OWNER shall award the Contract to the lowest responsible and responsive BIDDER based on the Total bid price.

The OWNER reserves the right to reject any and all bids at their sole discretion.

2.4 RECEIPT OF BIDS:

Hand delivery of bids shall be made at MAWSS, 4725 Moffett Road, Mobile Alabama 36618.

SSO NOTIFICATION FORM

Failure to affix a handwritten signature at the end of the following notification may be cause for rejection of bid.

SSO AND UNPERMITTED DISCHARGE PREVENTION NOTIFICATION:

Sanitary Sewer Overflows (SSOs) and unpermitted discharges of wastewater to the environment are a violation of Federal and State laws, as well as a breach of this Contract. The Contractor and associated subcontractors, vendors, and other entities and persons chosen to complete this Work shall not, through act or omission, discharge untreated wastewater to the environment or cause wastewater to back up into a building. The Contractor hereby agrees to indemnify the Owner if the Owner is assessed penalties or fines, receives regulatory actions, or has claims, actions, or suits filed against it by any person or entity as a result of SSOs or unpermitted discharges caused by act or omission of the Contractor and/or any entity or person performing Work in the Contractor's behalf under this Contract. The Contractor shall reimburse the Owner for all damages, losses, penalties, fines, judgments, interest, costs, and expenses of every nature incurred by the Owner, including but not limited to reasonable attorney's fees, arising from or associated with each SSO or unpermitted discharge. In addition, the Contractor shall pay the following penalties to the Owner for SSOs and unpermitted discharges caused by the Contractor or any entity or person performing Work in the Contractor's behalf, regardless of whether such SSOs or discharges reach waters of the State.

<u>Estimated Volume Spilled</u>	<u>Penalty Amount</u>
0 to 10,000 gallons	\$1,000
10,001 to 25,000 gallons	\$2,000
25,001 to 50,000 gallons	\$2,500
50,001 to 150,000 gallons	\$3,000
More than 150,000 gallons	\$6,000

I, having authority to execute this document, have reviewed the above Notification, therein.

Contractor Name

Street

City

Signature

SUBCONTACTING PLAN

PROPOSED SUBCONTRACTING PLAN

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses may be awarded subcontracts for the following portions of the Work in the event that the Bidder is awarded the Contract (use additional sheets, if required):

Name % of Contract

Street City

Name % of Contract

Street City

Name % of Contract

Street City

Name % of Contract

Street City

Name % of Contract

Street City

Name % of Contract

Street City

Name % of Contract

Street City

BIDDER/COMPANY

BY (Signature)

SUPPLEMENTAL GENERAL CONDITIONS FOR SRF

<https://adem.alabama.gov/programs/water/srfreports/SRFSupplementalGeneralConditions21-2-3.pdf>

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



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

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

**Supplemental General Conditions
for SRF Assisted**

Public Drinking Water and Wastewater
Facilities Construction Contracts



SRF Project Number: _____

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I – ADEM Special Conditions

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

II – Bonds and Insurance

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

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

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

III – Utilization of Disadvantaged Businesses Enterprises (DBEs)

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

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

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

For purposes of clarification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

-

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

The following organizations may provide assistance in soliciting DBE participation:

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

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

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

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

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

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

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

NOTE:

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

VII – DBE Compliance Form

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

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

CERTIFICATIONS:

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

(Proposed Prime Contractor Signature) Date _____

(Printed Name and Title)

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

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

(Signature of Loan Recipient (Owner)) Date _____

OR**

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

(Printed Name and Title)

GENERAL INFORMATION:

Loan Recipient (Owner) Contact: _____

Loan Recipient (Owner) Phone Number/Email: _____

Consulting Engineer Contact: _____

Consulting Engineer Phone Number/Email: _____

Proposed Prime Contractor: _____

Proposed Prime Contractor Contact: _____

Proposed Prime Contractor Phone Number/Email: _____

Proposed Prime Contract Amount: \$ _____

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

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

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

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

NOTE:

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

Loan Recipient (Owner) DBE Submittal

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

Prime Contractor DBE Submittal

At minimum, the Prime Contractor's DBE submittal should **always** consist of a **cover letter** (*preferred, but optional*) **and DBE solicitation documentation** (i.e., DBE solicitation list(s) with source(s) of list(s) clearly identified, subcontractor contact information and results/outcomes of each solicitation (or of the overall solicitation effort, if all results/outcomes were the same), documentation of solicitation method (i.e., copies of emails, phone logs, faxes, etc.) **OR** a "No Subcontractors" Letter (*if none will be utilized*) **and a List of ALL (DBE/non-DBE) subcontractors contracted/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.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

IX - EPA Form 6100-3 DBE Subcontractor Performance Form



OMB Control No: 2090-0030

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

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

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

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

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

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

IX - EPA Form 6100-3 DBE Subcontractor Performance Form



OMB Control No: 2090-0030

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

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

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

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

X - EPA Form 6100-4 DBE Subcontractor Utilization Form



OMB Control No: 2090-0030

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

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

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

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

Continue on back if needed

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

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

X - EPA Form 6100-4 DBE Subcontractor Utilization Form



OMB Control No: 2090-0030

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

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

Prime Contractor Signature	Print Name
Title	Date

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

Instructions:

A. General Instructions:

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

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

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

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

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

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

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

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

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

B. Definitions:

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

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

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

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

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

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

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

Good Faith Efforts

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

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

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

C. Instructions for Part I:

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

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

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

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

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

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

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

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

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

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

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

5B. Self-explanatory.

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

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

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

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

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

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

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

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

D. Instructions for Part II:

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

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

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

3. Dollar value of procurement.

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

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

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

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

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

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

XII – Changes to Approved DBE Compliance Form

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

Loan Recipient: _____ Loan (Project) Number: _____

CERTIFICATIONS:

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

(Prime Contractor Signature) Date _____

(Printed Name and Title)

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

(Signature of Loan Recipient (Owner)) Date _____

OR*

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

(Printed Name and Title)

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

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

XIII – Certification Regarding Equal Employment Opportunity

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

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

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

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

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

PRIME CONTRACTOR'S CERTIFICATION:

Prime Contractor's Name: _____

Address: _____

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

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

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

Signature of Prime Contractor: _____

Title: _____

Date: _____

XIV – Debarred Firms Certification

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

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

Project Name/Loan Name*:

(*not **Contract** Name)

SRF Project No.:

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

Signature of Prime Contractor:

Title:

Date:

XV – Davis-Bacon and Related Acts

Labor Standards Provisions for Federally Assisted Contracts

Wage Rate Requirements Under FY 2013 Continuing Appropriation

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

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

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

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

2. Obtaining Wage Determinations.

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

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

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

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

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

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

3. Contract Subcontract Provisions.

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

(1) Minimum wages.

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

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

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

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

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

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

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

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

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

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

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

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

(2) Withholding.

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

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

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

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

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

(5) Compliance with Copeland Act requirements.

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

(6) Subcontracts.

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

(7) Contract termination: debarment.

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

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

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

(9) Disputes concerning labor standards.

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

(10) Certification of eligibility.

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

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

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

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

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

(1) Overtime requirements.

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

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

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

(3) Withholding for unpaid wages and liquidated damages.

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

(4) Subcontracts.

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

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

5. Compliance Verification

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

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

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

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

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

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

(Insert applicable wage rate determination here.)

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

XVI – American Iron and Steel Requirement

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

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

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

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

XVII – Project Sign Detail - CWSRF



STATE OF ALABAMA

Honorable (name), Governor



ALABAMA WATER POLLUTION CONTROL AUTHORITY
POLLUTION CONTROL PROJECT

(NAME OF OWNER)

(NAME OF PROJECT)



\$(amount) STATE REVOLVING FUND LOAN

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

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

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

XVIII – Project Sign Detail - DWSRF

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

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

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

XIX – Construction Contract Requirements

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

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

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

NOTE:

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

XX – Project Review and Cost Summary

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

CONTRACT

CONTRACT

THIS CONTRACT is made and entered into the _____ day of 20_____, by
and between _____,
(Contractor)

hereinafter “Contractor,” and the Board of Water and Sewer Commissioners of the City of Mobile, Alabama, hereinafter “Owner.”

WITNESSETH:

The Contractor, for the consideration hereinafter fully set out hereby agrees with the Owner, as follows:

1. The Contractor shall furnish all materials and perform all Work as set forth in the following Contract Documents: Invitation for Bids, and any Addenda thereto; Proposal and all Documents submitted therewith; Standard Specifications of the Board of Water and Sewer Commissioners of the City of Mobile, Alabama; any Specifications of the Owner provide with the Invitation for Bids which are specific to this Contract; General Conditions; Special Provisions; Detailed Specifications; this Contract form; Bonds; Drawings and Addenda; all of which are attached hereto and made a part of the parties’ Contract, as if fully set forth herein:

PROJECT NO. _____

2. The Contractor shall commence performance of this Contract on a date to be specified in a written order of the Owner, and shall fully complete all Work hereunder within 395 consecutive calendar days from and after said date. “Work” shall include all construction, delivery of materials and items, and other obligations of the Contractor under this Contract.

3. The Owner hereby agrees to pay to the Contractor for the faithful performance of the Contract, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States as follows:

Approximately _____

_____ Dollars (\$ _____),

in accordance with lump sum and unit prices set forth in the Proposal.

4. The Owner shall make monthly partial payments to the Contractor on the basis of a duly certified and approved estimate of Work performed during the preceding calendar month by the Contractor. The Owner may retain five percent (5%) of the amount of such estimate until fifty percent (50%) of the Work has been completed. The Owner may hold this retainage until all Work has been performed strictly in accordance with this Contract and until all Work has been accepted by the Owner, and all obligations of the Contractor under this Contract have been satisfied.

5. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the performance of this Contract have been paid in full, and upon satisfaction by the Contractor of all other obligations under this Contract, final payment on account of this Contract shall be made within thirty days (30) after the completion by the Contractor of all Work covered by this Contract and the acceptance thereof by the Owner.

6. The parties hereto acknowledge and agree that time is of the essence for performance of this Contract. The parties agree that in the event the Work is not completed within the time herein specified, the Owner may retain from the compensation otherwise to be paid to the Contractor the sum not to exceed \$1,000 per day as prescribed in the Special Conditions for each day thereafter, Sundays and holidays included, that the Work remains uncompleted. The parties agree that this dollar amount represents their agreed upon stipulation as to the damages which the Owner will have sustained per day due to the failure of the Contractor to complete the Work within the time stipulated, and that this amount is not a penalty.

7. Sanitary Sewer Overflows (SSOs) and unpermitted discharges of wastewater to the environment are a violation of Federal and State laws, as well as a breach of this Contract. The Contractor and associated subcontractors, vendors, and other entities and persons chosen to complete this Work shall not, through act or omission, discharge untreated wastewater to the environment or cause wastewater to back up into a building. The Contractor hereby agrees to indemnify the Owner if the Owner is assessed penalties or fines, receives regulatory actions, or has actions, suits, or claims filed against it by any person or entity as a result of SSOs or unpermitted discharges caused by act or omission of the Contractor and/or any entity or person performing work in the Contractor's behalf under this Contract. The Contractor shall reimburse the Owner for all damages, losses, penalties, fines, judgments, interest, costs, and expenses of every nature incurred by the Owner, including but not limited to reasonable attorney's fees, arising from or associated with each SSO or unpermitted discharge. In addition, the Contractor shall pay the penalties identified in the Contract Documents to the Owner for SSOs and unpermitted discharges caused by the Contractor and/or any entity or person performing Work in the Contractor's behalf, regardless of whether such SSOs or discharges reach waters of the State.

8. The parties hereto further agree hereto that if at any time after the execution of this Contract and the Contract Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, the Contractor shall at its expense, within five (5) days after the receipt of notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be due under this Contract until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Owner.

IN WITNESS WHEREOF the representatives of the parties hereto have executed this Contract by signing below, with full authority as the act of each party, to be effective as of the day and date first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original Contract.

**BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY OF
MOBILE, ALABAMA**

ATTEST

By _____
(Legal Signature)

(Printed Name and Title)

By _____
(Legal Signature)

(Printed Name and Title)

CONTRACTOR: _____

By _____
(Legal Signature)

(Printed Name and Title)

(Legal Signature)

By _____
(Printed Name and Title)

(SEAL)

NOTARY ACKNOWLEDGEMENTS

STATE OF _____
COUNTY OF _____

Before me, the undersigned Notary Public in and for the above County and State, personally appeared _____, whose name as _____ for the above Owner is signed above, and who, after being by me first duly sworn, acknowledged before me that he/she signs this Contract with full authority as the act of the Owner.

Given under my hand and seal this _____ day of _____, 20_____.

[Print Name]: _____

My Commission expires: _____

STATE OF _____
COUNTY OF _____

Before me, the undersigned Notary Public in and for the above County and State, personally appeared _____, whose name as _____ for the above Contractor is signed above, and who, after being by me first duly sworn, acknowledged before me that he/she signs this Contract with full authority as the act of the Contractor.

Given under my hand and seal this _____ day of _____, 20_____.

[Print Name]: _____

My Commission expires: _____

APPENDIX A

TECHNICAL SPECIFICATIONS AND DRAWINGS

**SECTION 33 05 01.01
WELDED STEEL PIPE AND FITTINGS**

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. American Society of Mechanical Engineers (ASME):
 - a. B16.9, Factory-Made Wrought Buttwelding Fittings.
 - b. B36.10M, Welded and Seamless Wrought Steel Pipe.
 - c. BPVC SEC VIII, Div. 1, Rules for Construction of Pressure Vessels.
 - d. BPVC SEC IX, Welding and Brazing Qualifications.
 2. American Society for Nondestructive Testing Inc. (ASNT): SNT-TC-1A, Recommended Practice for Personnel Qualification and Certification in Nondestructive Testing.
 3. American Water Works Association (AWWA):
 - a. C200, Steel Water Pipe - 6 In. (150 mm) and Larger.
 - b. C205, Cement-Mortar Protective Lining and Coating for Steel Water Pipe - 4 In. (100 mm) and Larger - Shop Applied.
 - c. C207, Steel Pipe Flanges for Waterworks Service - Sizes 4 In. Through 144 In. (100 mm Through 3,600 mm).
 - d. C208, Dimensions for Fabricated Steel Water Pipe Fittings.
 - e. C210, Liquid-Epoxy Coating Systems for the Interior and Exterior of Steel Water Pipelines.
 - f. C213, Fusion-Bonded Epoxy Coating for the Interior and Exterior of Steel Water Pipelines.
 - g. M11, Steel Pipe - A Guide for Design and Installation.
 4. American Welding Society (AWS):
 - a. A2.4, Standard Symbols for Welding, Brazing, and Nondestructive Examination.
 - b. A3.0M/A3.0, Standard Welding Terms and Definitions Including Terms for Adhesive Bonding, Brazing, Soldering, Thermal Cutting, and Thermal Spraying.
 - c. D1.1/D1.1M, Structural Welding Code - Steel.
 - d. QC 1, Standard for AWS Certification of Welding Inspectors.
 5. ASTM International (ASTM):
 - a. A20/A20M, Standard Specification for General Requirements for Steel Plates for Pressure Vessels.
 - b. A53/A53M, Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
 - c. A106/A106M, Standard Specification for Seamless Carbon Steel Pipe for High-Temperature Service.

- d. A234/A234M, Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
- e. A370, Standard Test Methods and Definitions for Mechanical Testing of Steel Products.
- f. A435/A435M, Standard Specification for Straight-Beam Ultrasonic Examination of Steel Plates.
- g. A516/A516M, Standard Specification for Pressure Vessel Plates, Carbon Steel, for Moderate- and Lower-Temperature Service.
- h. A770/A770M, Standard Specification for Through-Thickness Tension Testing of Steel Plates for Special Applications.
- i. A1018/A1018M, Standard Specification for Steel, Sheet and Strip, Heavy-Thickness Coils, Hot-Rolled, Carbon, Commercial, Drawing, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength.
- j. D4541, Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers.
- k. E329, Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection.
- l. E1255, Standard Practice for Radioscopy.
6. International Institute of Welding (IIW).
7. International Organization for Standardization (ISO): 9001:2000, Quality Management Systems - Requirements.
8. Lloyd's Registry.
9. NSF International (NSF): 61, Drinking Water System Components - Health Effects.
10. Steel Pipe Fabricators Association (SFPA).

1.02 DEFINITIONS

- A. Fittings: Including, but not limited to fittings, closure pieces, bends, reducers, tees, wyes, bifurcations, crosses, outlets, manifolds, nozzles, wall sleeves, bulkheads, and other piping and appurtenances fabricated from steel plate, sheet, or coils as required to provide the Work, complete. Fittings shall include piping above ground or inside structures.
- B. Acronyms:
 1. CJP: Complete Joint Penetration.
 2. CWI: Certified Welding Inspector.
 3. MT: Magnetic Particle Testing.
 4. NDE: Nondestructive Examination.
 5. NDT: Nondestructive Testing.
 6. PJP: Partial Joint Penetration.
 7. PQR: Procedure Qualification Record.

8. PT: Liquid Penetrant Testing.
9. RT: Radiographic Testing.
10. UT: Ultrasonic Testing.
11. VT: Visual Testing.
12. WPQ: Welder/Welding Operator Performance Qualification.
13. WPS: Welding Procedure Specification.

1.03 DESIGN REQUIREMENTS

A. Fittings:

1. Design reinforcement, unless otherwise shown.
2. Design in accordance with AWWA M11, AWWA C200, and AWWA C208 as modified herein, and this Specification.

B. Welding Procedure Specification (WPS):

1. Qualified by testing in accordance with ASME BPVC SEC IX for shop welds.
2. PQRs conducted on unlisted base metal (most coil products are unlisted base metals) to be production welded as required in the referenced welding Code shall be traceable to heat lots.
3. Written WPS required for welds.
4. Notch-tough welding procedures that require heat input control shall be required:
 - a. AWS D1.1/D1.1M prequalified welding procedures are not allowed.
 - b. WPS used to shop fabricate pipe shall be qualified in accordance with ASME BPVC SEC IX and shall include Supplementary Essential Variables.
 - c. PQRs shall be qualified for notch tough welding with consideration for thickness of steel, test temperature, and Charpy V-notch CVN values. Refer to AWS D1.1/D1.1M, Table 4.6 PQR Supplementary Essential Variable Changes for CVN Testing Applications Requiring WPS Requalification for SMAW, SAW, GMAW, FCAW, and GTAW and Section 4, Part D Requirements for CVN Testing, Option A (three specimens). CVN test temperature and acceptance shall be same as pipe base metal specified herein.

C. Stulling (Strutting): Design for pipe and fittings such that over-deflection and damage is avoided during handling, storage, and installation, including installation of pipe straps.

1.04 SUBMITTALS

A. Action Submittals:

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1. Shop Drawings showing pipe geometry.
2. Material list and steel reinforcement schedules for materials specified.
3. Fabrication Information:
 - a. Design calculations for fittings and specials including opening reinforcement details of collars, wrappers, and crotch plates.
 - b. Pipe and fitting details for temporary and permanent facilities indicating:
 - 1) Cylinder thickness.
 - 2) Manufacturing tolerances.
 - 3) Weld lead outlets and plugs.
 - 4) Design for dimensions and reinforcement of fabricated fittings for branch connections.
 - 5) Stulling size, spacing, and layout.
 - c. Welded joint details including:
 - 1) Butt joints.
 - 2) Miter-cut ends for alignment conformance.
 - 3) Lap joints.
 - 4) Special thermal control joints required for control of temperature stresses.
 - 5) Butt strap joints.
4. Welding Data:
 - a. Show on a weld map, complete information regarding base metal specification designation location, type, size, and extent of welds with reference called out for WPS and NDE numbers in tail of welding symbol.
 - b. Indicate, by welding symbols or sketches, details of welded joints and preparation of base metal. Provide complete joint welding details showing bevels, groove angles, and root openings for all welds.
 - c. Welding and NDE symbols shall be in accordance with AWS A2.4.
 - d. Welding terms and definitions shall be in accordance with AWS A3.0M/A3.0.
 - e. Submit welding data together with Shop Drawings as a complete package.
 - f. Fittings: Provide a joint weld beveling diagram. Refer to AWS D1.1/D1.1M, Annex P Local Dihedral Angle that can be used to calculate bevels for weld joint details of intersecting pipes.
5. Product data for the following:
 - a. Welded Steel Pipe and Fittings:
 - 1) Material data.
 - 2) Chemical and physical test reports showing data consistent with specified requirements for each heat of steel proposed for use.
 - b. Coatings and Linings:
 - 1) Technical data sheets itemizing technical and performance information that indicates compliance with this Specification.
 - 2) Color chart, if applicable.

- 3) Manufacturer's name, product number or name, and thickness.

B. Informational Submittals:

1. Certificates:
 - a. Manufacturer's Certificate of Compliance that products furnished meet requirements of this Specification.
 - b. Lining Materials: Certificate that lining system is currently approved for potable water contact in accordance with NSF 61 and satisfies current applicable governmental health and safety requirements for use in potable water.
2. Pipe Manufacturer's written Quality Assurance/Control Plan.
3. Statements of Qualification:
 - a. Pipe manufacturer.
 - b. Fittings fabricator.
 - c. Welders or Welding Operators:
 - 1) Name of welder and certification stamp number.
 - 2) Welding procedures/positions for which welder is qualified.
 - 3) Certification date and current certification status.
 - d. Contractor's Shop Inspector (CWI).
 - e. NDT Quality Control Personnel.
4. Procedures:
 - a. Shop welding information; at a minimum include complete welding code paper trail with linkage to Shop Drawings.
 - b. Welder Qualifications and Welding Procedure Specifications in accordance with Section 05 05 23, Welding, and as specified below:
 - 1) Provide complete joint dimensions and details showing bevels, groove angles, root face, and root openings for all welds.
 - 2) Notch-tough welding procedures required. For shop welding, address supplementary essential variables in addition to essential variables as indicated in ASME Section IX, QW-251.2.
 - 3) PQRs for notch-tough welding shall document heat-input control by monitoring volts, amps, and travel speed or time-rate of change of weld metal volume as calculated by measuring change in electrode length over a period of time. Charpy V-notch tests shall be conducted on weld metal and heat affected zone. Test coupons shall be oriented transverse to final direction of rolling. Full size Charpy specimen test acceptance shall be same as base metal specified herein.
 - 4) Written NDT procedures.
 - 5) Written description of proposed sequencing of events or special techniques such as:
 - a) Controlling pipe wall temperature stress during installation.

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- b) Minimizing distortion of steel.
 - c) Shop-Applied Cement-Mortar Lining: Include description of machine to be used and list of similar projects where machine was used. Identify pipe size and total footage.
 - d) Monitoring pipeline temperatures during installation.
 - c. Written weld repair procedures for the Work.
 - d. Field coating repair.
 - e. Field lining repair.
 - f. Written consumable control procedure for welding materials demonstrating:
 - 1) How consumables will be stored to comply with manufacturer's written instructions.
 - 2) How consumables will be dried in ovens prior to use.
 - 3) How consumables which become wet will be reconditioned.
5. Reports:
- a. Source Quality Control Test Reports:
 - 1) Hydrostatic testing.
 - 2) Destructive weld testing.
 - 3) Nondestructive weld testing.
 - 4) Steel impact testing using Charpy V-notch method. Letter from independent testing agency certifying pipe furnished meets requirements of this Specification.
 - 5) Coating and lining factory Site visit letter by qualified manufacturer's technical representative.
 - b. Field coating and lining site visit letter by qualified technical representative.
6. Field Testing Plan: Submit at least 15 days prior to testing and include following information at a minimum:
- a. Testing dates.
 - b. Piping system and sections to be tested.
 - c. Method of isolation.
 - d. Method of conveying water from source to system being tested.
7. Temperature Stress Control Plan: Submit at least 45 days prior to installing pipe and include at least the following information:
- a. Step by step installation procedures and sequencing to demonstrate compliance with temperature control requirements, including:
 - 1) Pipe installation.
 - 2) Joint welding of standard joints and temperature control joints.
 - 3) Pipe bedding and backfill.
 - b. Methods to ensure compliance with procedures by installation personnel.
 - c. Equipment to be used to monitor pipe wall temperature.
 - d. Time of day, climatic, or seasonal installation limits to be used to achieve compliance with temperature control requirements.

8. Pipe manufacturer's design engineer's certification of training of Contractor's pipe installation crews.

1.05 QUALITY ASSURANCE

A. Qualifications:

1. Fittings Fabricator:
 - a. Experienced in fabricating fittings of similar diameters and wall thickness required for the Work.
 - b. Steel Pipe Fabricators Association (SPFA), Lloyd's Registry Certification, or ISO 9001:2000 Certification.
 - c. Demonstrate current production capability for volume of work required for this Project.
 - d. Experience shall include successful fabrication to AWWA C200 and AWWA C208 standards of at least 25 fittings of 24-inch or larger pipe, with wall thickness 1/2 inch or greater, in the United States within past 5-year period.
 - e. Experience shall include successful fabrication of at least five crotch plate fittings requiring post weld heat treatment within past 5-year period.
 - f. Experience shall be applicable to fabrication shop facilities and personnel, not company or corporation that currently owns fabrication facility or employs personnel.
2. Welders and Welding Operators:
 - a. Shop Welders: In accordance with ASME BPVC SEC IX.
3. NDT Quality Control Personnel:
 - a. In accordance with requirements of ASNT SNT-TC-1A, NDT Level II.
 - b. After receiving NDT qualification, at least one NDT person shall have 5 years minimum professional experience related to NDT inspection similar to the Work. Other NDT personnel may work under the supervision of 5 year NDT, provided they have 1 year of related professional experience after receiving NDT qualification.

B. Contractor's Shop Inspector:

1. In accordance with AWWA C200.
2. Responsibilities:
 - a. Verify conformance to use of specified materials and their proper storage.
 - b. Monitor conformance to approved WPS.
 - c. Monitor conformance to approved NDT procedure specifications.
 - d. Monitor conformance of WPQ.

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- e. Provide 100 percent visual inspection before, during, and after shop welding.
- f. Coordinate NDT work and review test results.
- g. Maintain records and prepare report confirming results of inspection and testing.

1.06 OTHER ISSUES PERTINENT TO THE WORK.DELIVERY, HANDLING, AND STORAGE

A. Delivery:

1. Securely bulkhead or otherwise seal ends of header assembly openings prior to loading at manufacturing site.
2. Ends shall remain sealed until installation.
3. Damage to header assembly, including linings and coatings, found upon delivery to Site shall be repaired to Engineer's satisfaction or removed from Site and replaced.

B. Storage:

1. Support fittings securely to prevent accidental rolling and to avoid contact with mud, water, or other deleterious materials.

1.07 SEQUENCING AND SCHEDULING

A. Notify Engineer in writing of the following:

1. Pipe Manufacturing: Not less than 14 days prior to starting.
2. Not less than 5 days prior to start of each of the following:
 - a. Welding.
 - b. Coating application.
 - c. Lining application.
 - d. Shop hydrostatic testing.

PART 2 PRODUCTS

2.01 GENERAL

A. Header Assembly Manufacturer:

1. Manufacturing of steel header assembly shall be under direction of one Supplier.
2. Responsibility shall include, at minimum, coordinating work of other suppliers for fittings.

B. Pipe Size:

1. Unless shown otherwise for material over 30 inches in diameter, the diameter shown shall be considered finished inside diameter after lining.
 2. For material 30 inches in diameter and less, diameter shown shall be per ASME B36.10M.
 - a. Pipe size shall be nominal outside diameter for 14-inch diameter pipe and larger.
- C. Steel fittings shall be manufactured, tested, inspected, and marked to comply with AWWA C200 and additional requirements of these Contract Documents.
- D. In lieu of collar reinforcement, pipe or fittings with outlets may be fabricated in their entirety of steel plate having thickness equal to sum of pipe wall plus required reinforcement.

2.02 FITTINGS

A. Fabrication:

1. Shop fabricate. No field fabrication will be allowed, unless approved by Engineer.
2. Fabricate from materials or straight pipe in conformance with specified requirements and dimensions of AWWA C208, unless otherwise indicated.

B. Wall Thickness:

1. General:
 - a. Refer to ASME B36.10M for definitions of wall thickness for standard weight pipe and nominal pipe size (NPS).
 - b. Reinforce to withstand either internal pressures, both circumferential and longitudinal, or external loading conditions, whichever is greater.
 - c. Minimum Plate Thickness: The greater of adjacent mainline pipe, thickness shown, thickness calculated as hereinafter specified, or as shown in Table 1.

Table 1		
Nominal Pipe Diameter (inches)	Pipe Manifolds Piping Above Ground Piping in Structures	Bends Reducers
24 and Under	Standard Weight	Standard Weight
Over 24	1/2 inch	1/2 inch

C. Bends, Unless Otherwise Indicated:

1. Minimum Radius: 1.0 times pipe diameter or as indicated on Drawings.
 - a. For diameters 24-inches and smaller: use wrought or fabricated bend with radius of 1.0 times pipe diameter unless indicated otherwise.
 - b. For diameters over 24-inches: radius =2.5 times pipe diameter unless indicated otherwise.
2. Minimum Bend Wall Thickness: Greater of Table 1 above or as calculated for straight pipe under internal pressure multiplied by following bend stress intensities (tabulated below or calculated with the following bend stress intensity formula where “n” is the bend radius multiplier and SI=bend stress intensity). For “n” greater than, or equal to, 2.5 the stress intensity factor may be ignored as indicated in AWWA M11.

$$SI = \frac{2 \cdot n - \frac{1}{3}}{2 \cdot n - 1}$$

Bend Radius Multiplier “n”	AWWA M11 Bend Stress Intensity “SI”
1.0	1.67
1.5	1.33
2.0	1.22

3. Maximum Miter Angle: 11-1/4 degrees on each section resulting in a maximum deflection angle of 22.5 degrees per miter weld as recommended in AWWA C208.
4. Bevels: Vary bevels on miters to provide a constant weld groove angle. For 11-1/4-degree miter, (22.5-degree miter weld) bevels must vary from 18.75 degrees on OD of bend to 41.25 degrees on ID of bend to provide a constant 60-degree groove angle for CJP welding.
5. Complete joint penetration (CJP) welds on miter welds.

D. Outlets:

1. 24 Inches and Smaller: Fabricate from ASTM A53/A53M, Type E or S, Grade B, standard weight steel pipe.
2. Larger than 24 Inches: Fabricate from ASTM A106/A106M, Grade B, standard weight pipe.
3. Fabricate collar or wrapper reinforcement using same steel as specified for main pipe barrel.

2.03 JOINTS

A. Shop Welded:

1. Fabricate in accordance with AWWA C200 as modified herein.

2. Complete joint penetration (CJP) butt joints shall be used for longitudinal, girth, and spiral welds, unless otherwise indicated.
3. Lengths of pipe shall not be shop-joined using lap joints.

B. Field Welded Butt Joints:

1. All field joints on this project shall be butt joints with backer plates - except where a different field joint is required in the plans or specs.
2. For field butt joints, prepare spigot ends of steel pipe cylinders with the steel end finished perpendicular to the pipe and prepare bell ends with backer plates 3/8-inch thick by 3-inch wide centered on joint and tack welded tightly to pipe.
3. Miter steel wall of pipe at 45 degrees before attaching backer plate to create a groove for field welding. Submit welding details and welding code compliance per this specification and per Section 05 05 23, Welding.

C. Miter-End Cuts:

1. Welded Lap Joints:
 - a. As shown on Drawings.
 - b. Moderate deflections and long radius curves may be made using miter-end cuts.
 - c. Use only with rubber gasket joints or lap welded joints, unless specifically approved in writing by Engineer.
 - d. Maximum Total Allowable Angle: 3 degrees per pipe joint.
 - e. Provide miter-cut that is cold expanded square with face of miter-cut on bell ends only.
 - f. Mitering of spigot ends will not be permitted.
2. Welded Butt Joints:
 - a. Maximum Total Allowable Angle: 2.5 degrees per pipe joint.
 - b. Minimum Pipe Wall Thickness: 1/2 inch.
 - c. Welded Butt joints shall be CJP.

2.04 FLANGES

- A. In accordance with AWWA C207, Class E.

2.05 STULLING (STRUTTING)

A. Materials:

1. Shop-Lined Pipe: Wood stulls and wedges.
2. Unlined Pipe: Steel or wood.

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- B. Install stulling for pipe and fittings in accordance with approved submittal and as soon as practical after pipe is fabricated or, for shop-lined pipe, after lining has been applied.
- C. Install stulling in manner that will not harm lining.

2.06 LININGS AND COATINGS

- A. Interior of all Pipe: Epoxy or approved equal.
- B. Exterior Exposed:
 - 1. Epoxy Primer for Ferrous Metal – 1 coat, 2.5 mils Minimum dry film thickness (MDFT)
 - 2. High Build Epoxy – 1 coat, 4 mils MDFT
 - 3. Polyurethane Enamel top coat – 1 coat, 3 mils MDFT
- C. Epoxy used for coatings shall from Tnemec, PPG, or Sherwin Williams. Full build up to be supplied by single manufacturer.
- D. Contractor shall provide protection for the pipe to prevent damage to coating system(s) from sun exposure and heating of the pipe due to sun exposure.

2.07 SOURCE QUALITY CONTROL

- A. Steel Toughness Testing for Thickness Equal to or Greater than 7/16 Inches:
 - 1. Include three impact specimens; conduct test in direction transverse to final direction of the coil rolling.
 - 2. Coils:
 - a. Conduct Charpy Testing per ASTM A370 on an initial coil of each heat to establish uniformity of steel.
 - b. Take test coupons from an initial coil of each heat at locations of outer and inner wrap of coil.
 - c. For each coil that fails to meet acceptance criteria, conduct Charpy Testing on next two coils in that heat.
 - d. Do not use coils that do not qualify in production of pipe.
 - 3. Plate:
 - a. Conduct Charpy Tests on each plate in accordance with ASTM A20/A20M.
 - b. Conduct on full-size (10 mm by 10 mm) specimens from each plate in accordance with ASTM A20/A20M.
 - c. Do not use plates that do not qualify in production of pipe.
- B. Shop Hydrostatic Pressure Test: In accordance with AWWA C200 Section 5.2, except as follows:

1. General: Unless specified otherwise, testing of pipe and fittings shall be performed before lining and coating is applied.
 2. Fittings:
 - a. Test each fitting to verify quality control.
 - b. Test Pressure: Field test pressure.
 - c. Maintain test pressure for minimum of 5 minutes to perform a visual inspection of welds.
 - d. No leakage is allowed.
- C. Shop Nondestructive Testing:
1. Welds: 100 percent visually examined by Contractor's Shop Inspector to criteria in ASME BPVC SEC VIII, Division 1.
 2. CJP Welds: Spot radiographically or radioscopically examine pipe in accordance with ASME BPVC SEC VIII, Div. 1, Paragraph UW-52. 100 percent radioscopy examine in accordance with ASTM E1255. Acceptance criteria per ASME BPV Code, Section VIII, Division 1, Paragraph UW-51. Welds that, in opinion of Engineer, cannot readily be radiographed, shall be ultrasonically examined in accordance with paragraph UW-53.
 3. Fillet Welds: 100 percent examine using magnetic particle inspection method in accordance with ASME BPVC SEC VIII, Division 1, Appendix 6.
- D. Air test collars and wrappers in accordance with AWWA C206. Inspection of Pipe Fabrication Procedure: Select and provide independent testing agency to observe pipe fabrication. Agency staff shall have experience in observation of steel pipe fabrication in accordance with ASTM E329. Representative of agency shall be present full time while pipe is being fabricated and while protective coating and lining is applied. Provide a letter to Engineer certifying that pipe furnished meets requirements of this section.

PART 3 EXECUTION

3.01 INSTALLATION

- A. General:
1. Joints and related work for field assembly of fittings shall conform to requirements for straight pipe, unless otherwise shown.
 2. Inspect pipe and fittings before installation. Clean ends thoroughly, remove foreign matter and dirt from inside.
 3. Horizontal deflections or fabricated angles shall fall on alignment, as shown within tolerances below.
 4. Vertical deflections shall fall on alignment, and pipe angle point locations shall match those indicated on Drawings within tolerances below.

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5. Stulling:
 - a. Maintain stulling in place until pipe is completely installed within supports.
6. Pipeline Alignment Tolerances:
 - a. Plan: 1-inch.

3.02 WELDING

- A. Conform to AWS D1.1/D1.1M, AWWA C206, approved welding procedures, and referenced welding codes. In case of conflict AWS D1.1/D1.1M shall govern.

3.03 LININGS AND COATINGS

- A. Bypass header assembly shall be fully coated at the fabricator and all damages shall be field repaired per the coating manufacturer's instructions.
- B. Hydrostatic Testing:
 1. Bypass Header Assembly:
 - a. General:
 - 1) Notify Engineer in writing 5 days prior to testing. Perform testing in presence of Engineer.
 - 2) Test newly installed header assembly. Using water as test medium, pipes shall successfully pass a leakage test prior to acceptance.
 - 3) Furnish testing equipment and perform tests in manner satisfactory to Engineer. Testing equipment shall provide observable and accurate measurements of make-up water under specified conditions.
 - 4) Isolate new header assembly from existing pipelines.
 - 5) Dispose of water used in testing in accordance with federal, state, and local requirements.
 - b. Procedure:
 - 1) Expel air from pipe system during filling. Expel air through fittings. Test Pressure:100 psi based on pressure as measured at highest pressure in pipeline.
 - 2) Apply and maintain specified test pressure with hydraulic force pump. Valve off piping system when test pressure is reached.
 - 3) Maintain hydrostatic test pressure continuously for 12 hours minimum.
 - c. Leakage allowance is zero. Repair defective assembly and repeat hydrostatic test as required.

END OF SECTION

SECTION 40 27 02
PROCESS VALVES AND OPERATORS

PART 1 GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. American Gas Association (AGA): 3, Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids.
 2. American National Standards Institute (ANSI): Z21.15, Manually Operated Gas Valves for Appliances, Appliance Connector Valves and Hose End Valves.
 3. American Society of Mechanical Engineers (ASME):
 - a. B16.1, Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
 - b. B16.44, Manually Operated Metallic Gas Valves for Use in Above Ground Piping Systems up to 5 psi.
 4. American Society of Sanitary Engineers (ASSE): 1011, Performance Requirements for Hose Connection Vacuum Breakers.
 5. American Water Works Association (AWWA):
 - a. C111/A21.11, Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
 - b. C500, Metal-Seated Gate Valves for Water Supply Service.
 - c. C504, Rubber-Seated Butterfly Valves, 3 In. (75 mm) Through 72 In. (1,800 mm).
 - d. C508, Swing-Check Valves for Waterworks Service, 2-In. Through 24-In. (50-mm Through 600-mm) NPS.
 - e. C509, Resilient-Seated Gate Valves for Water Supply Service.
 - f. C510, Double Check Valve Backflow Prevention Assembly.
 - g. C511, Reduced-Pressure Principle Backflow Prevention Assembly.
 - h. C512, Air-Release, Air/Vacuum, and Combination Air Valves for Waterworks Service.
 - i. C515, Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service.
 - j. C541, Hydraulic and Pneumatic Cylinder and Vane-Type Actuators for Valves and Slide Gates.
 - k. C542, Electric Motor Actuators for Valves and Slide Gates.
 - l. C550, Protective Interior Coatings for Valves and Hydrants.
 - m. C606, Grooved and Shouldered Joints.
 - n. C800, Underground Service Line Valves and Fittings.

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6. ASTM International (ASTM):
 - a. A276, Standard Specification for Stainless Steel Bars and Shapes.
 - b. A351/A351M, Standard Specification for Castings, Austenitic, for Pressure-Containing Parts.
 - c. A380, Standard Practice for Cleaning, Descaling, and Passivation of Stainless Steel Parts, Equipment, and Systems.
 - d. A564/A564M, Standard Specification for Hot-Rolled and Cold-Finished Age-Hardening Stainless Steel Bars and Shapes.
 - e. B61, Standard Specification for Steam or Valve Bronze Castings.
 - f. B62, Standard Specification for Composition Bronze or Ounce Metal Castings.
 - g. B98/B98M, Standard Specification for Copper-Silicon Alloy Rod, Bar, and Shapes.
 - h. B127, Standard Specification for Nickel-Copper Alloy (UNS N04400) Plate, Sheet, and Strip.
 - i. B139/B139, Standard Specification for Phosphor Bronze Rod, Bar and Shapes.
 - j. B164, Standard Specification for Nickel-Copper Alloy Rod, Bar, and Wire.
 - k. B194, Standard Specification for Copper-Beryllium Alloy Plate, Sheet, Strip, and Rolled Bar.
 - l. B584, Standard Specification for Copper Alloy Sand Castings for General Applications.
 - m. D429, Standard Test Methods for Rubber Property-Adhesion to Rigid Substrates.
 - n. D1784, Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds.
7. Canadian Standards Association, Inc. (CSA): 9.1, Manually Operated Gas Valves for Appliances, Appliance Connector Valves and Hose End Valves.
8. Chlorine Institute (CI): Pamphlet 6, Piping Systems for Dry Chlorine.
9. FM Global (FM).
10. Food and Drug Administration (FDA).
11. International Association of Plumbing and Mechanical Officials (IAPMO).
12. Manufacturers Standardization Society (MSS):
 - a. SP-80, Bronze Gate, Globe, Angle, and Check Valves.
 - b. SP-81, Stainless Steel, Bonnetless, Flanged Knife Gate Valves.
 - c. SP-85, Gray Iron Globe and Angle Valves, Flanged and Threaded Ends.
 - d. SP-88, Diaphragm Valves.
 - e. SP-110, Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends.

13. National Electrical Manufacturers Association (NEMA): 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
14. NSF International (NSF):
 - a. NSF/ANSI 61, Drinking Water System Components - Health Effects.
 - b. NSF/ANSI 372, Drinking Water System Components - Lead Content.
15. UL.
16. USC Foundation for Cross-Connection Control and Hydraulic Research.

1.02 SUBMITTALS

A. Action Submittals:

1. Shop Drawings:
 - a. Product data sheets for each make and model. Indicate valve Type Number, applicable Tag Number, and facility name/number or service where used.
 - b. Complete catalog information, descriptive literature, specifications, and identification of materials of construction.
 - c. Certification for compliance to NSF/ANSI 61 for valves used for drinking water service.
 - d. Sizing calculations for open-close/throttle and modulating valves.
2. Tests and inspection data.
3. Operation and Maintenance Data.

PART 2 PRODUCTS

2.01 GENERAL

- A. Valves to include operator, actuator, handwheel, chain wheel, extension stem, floor stand, operating nut, chain, wrench, and accessories to allow a complete operation from the intended operating level.
- B. Valve to be suitable for intended service. Renewable parts not to be of a lower quality than specified.
- C. Resilient seated valves shall have no leakage (drip-tight) in either direction at valve rated design pressure.
- D. Size operators to operate valve for full range of pressures and velocities.
- E. Valve to open by turning counterclockwise, unless otherwise specified.
- F. Factory mount operator and accessories.

2.02 VALVES

A. Gate Valves:

1. General:
 - a. AWWA gate valves to be in full compliance with stated AWWA standard and the following requirements:
 - 1) Provide 2-inch operating nut and handwheel for AWWA gate valves 12 inches and smaller.
 - 2) Provide totally enclosed spur or bevel gear operator with indicator for AWWA gate valves 14 inches and larger.
 - 3) Provide Affidavit of Compliance per the applicable AWWA standard for AWWA gate valves.
 - 4) Mark AWWA gate valves with manufacturer's name or mark, year of valve casting, valve size, and working water pressure.
 - 5) Repaired AWWA gate valves shall not be submitted or supplied.
 2. Type V134 Resilient Seated Ductile Iron Gate Valve 3 Inches to 66 Inches:
 - a. Ductile iron body, resilient seat, bronze stem and stem nut, ASME B16.1 Class 125 flanged ends, screw and yoke, in accordance with AWWA C515, minimum design working water pressure 250 psig, full port, fusion epoxy coated inside and outside per AWWA C550, NSF/ANSI 61 certified.
 - b. Manufacturers and Products:
 - 1) American Flow Control; Series 2500.
 - 2) M&H; Style 7000 and C515 Large RW Valves.

2.03 OPERATORS AND ACTUATORS

A. Manual Operators:

1. General:
 - a. For AWWA valves, operator force not to exceed requirements of applicable valve standard. Provide gear reduction operator when force exceeds requirements.
 - b. Operator self-locking type or equipped with self-locking device.
 - c. Worm and gear operators one-piece design, worm-gears of gear bronze material. Worm of hardened alloy steel with thread ground and polished. Traveling nut type operator's threaded steel reach rod with internally threaded bronze or ductile iron nut.
2. Exposed Operator:
 - a. Galvanized and painted handwheel.

- b. Cranks on gear type operator.
- c. Chain wheel operator with tieback, extension stem, floor stand, and other accessories to permit operation from normal operation level.
- d. Valve handles to take a padlock, and wheels a chain and padlock.

2.04 ACCESSORIES

- A. Tagging: 1-1/2-inch diameter heavy brass or stainless steel tag attached with No. 16 solid brass or stainless steel jack chain for each valve.

PART 3 EXECUTION

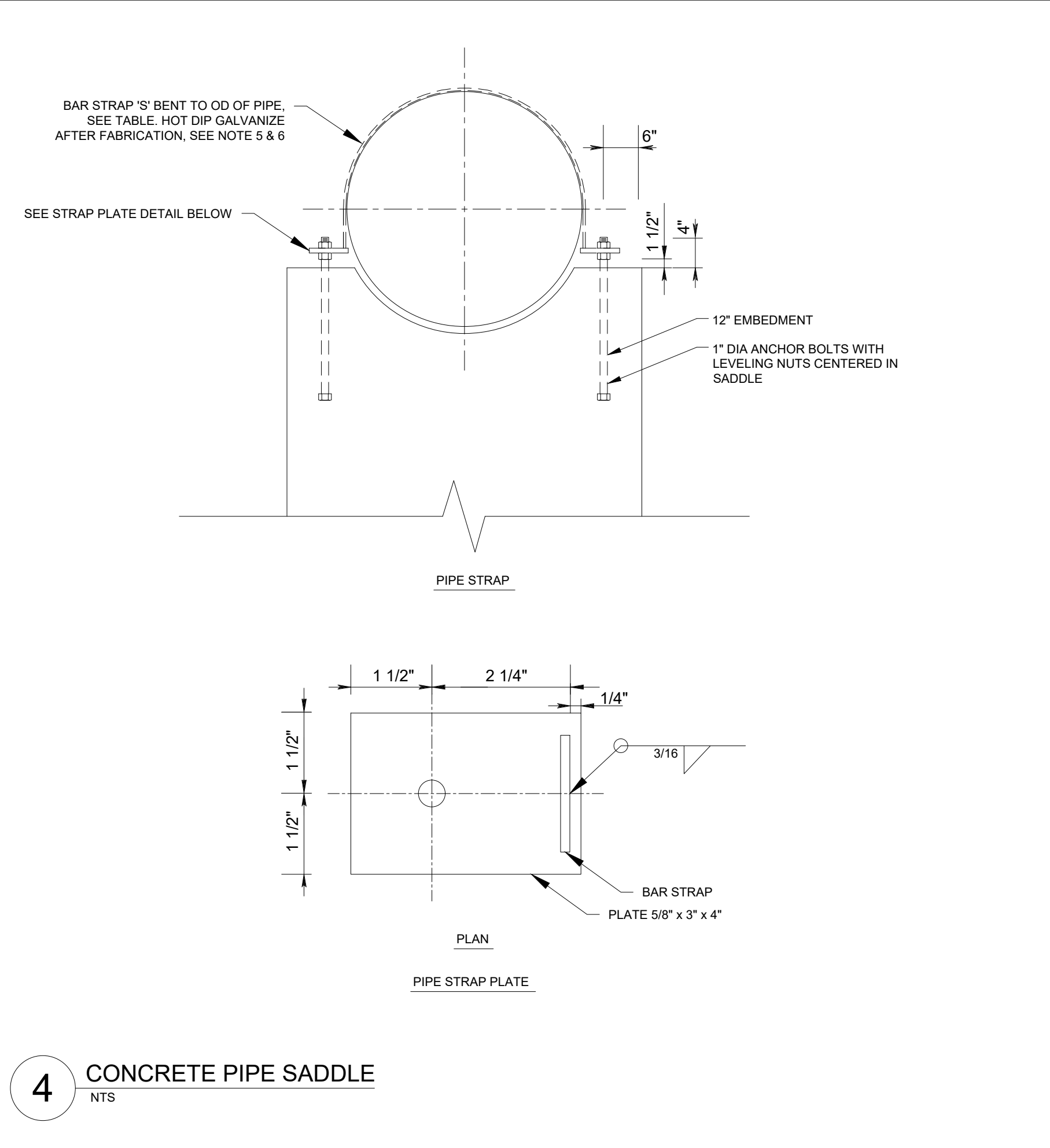
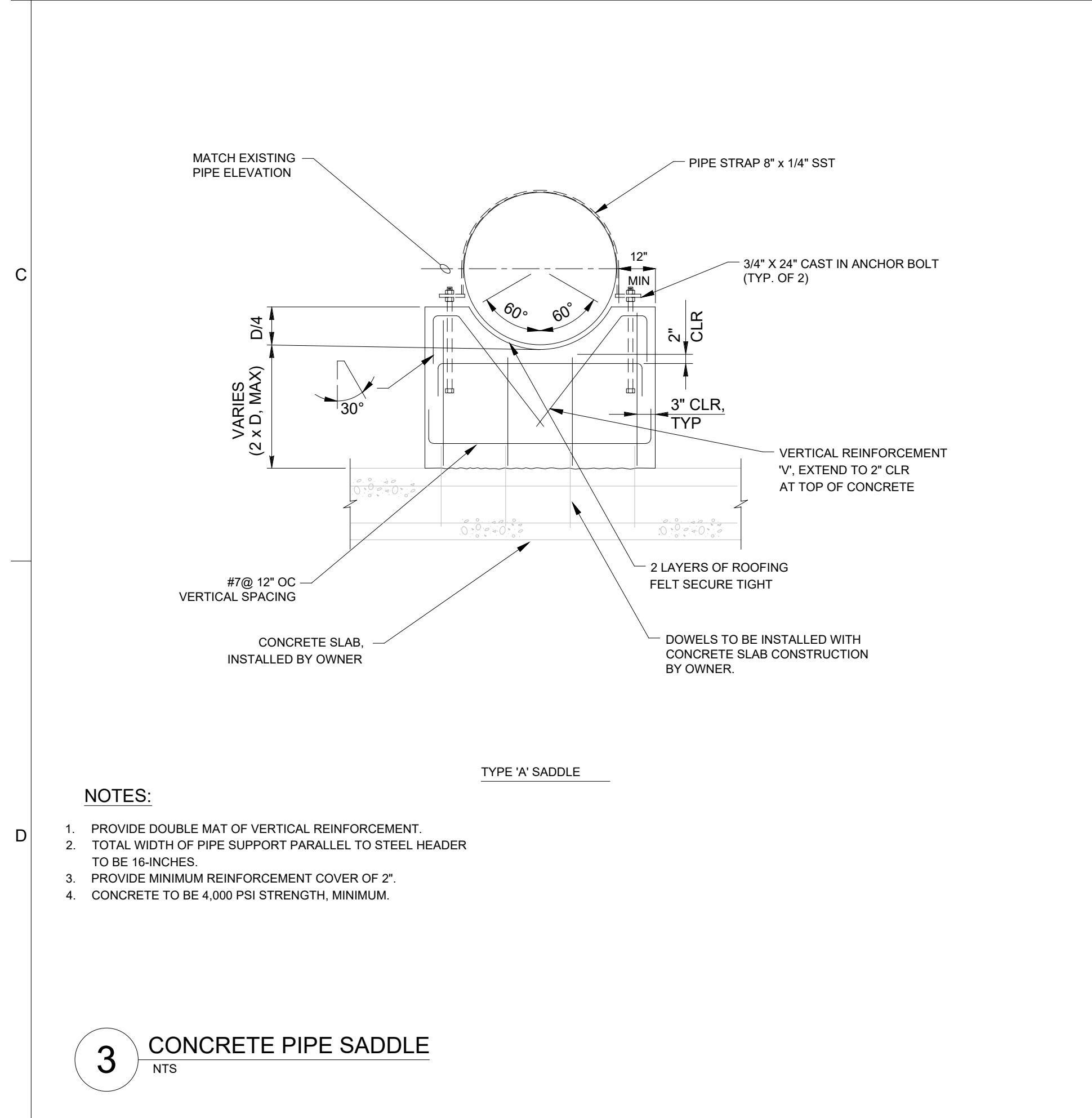
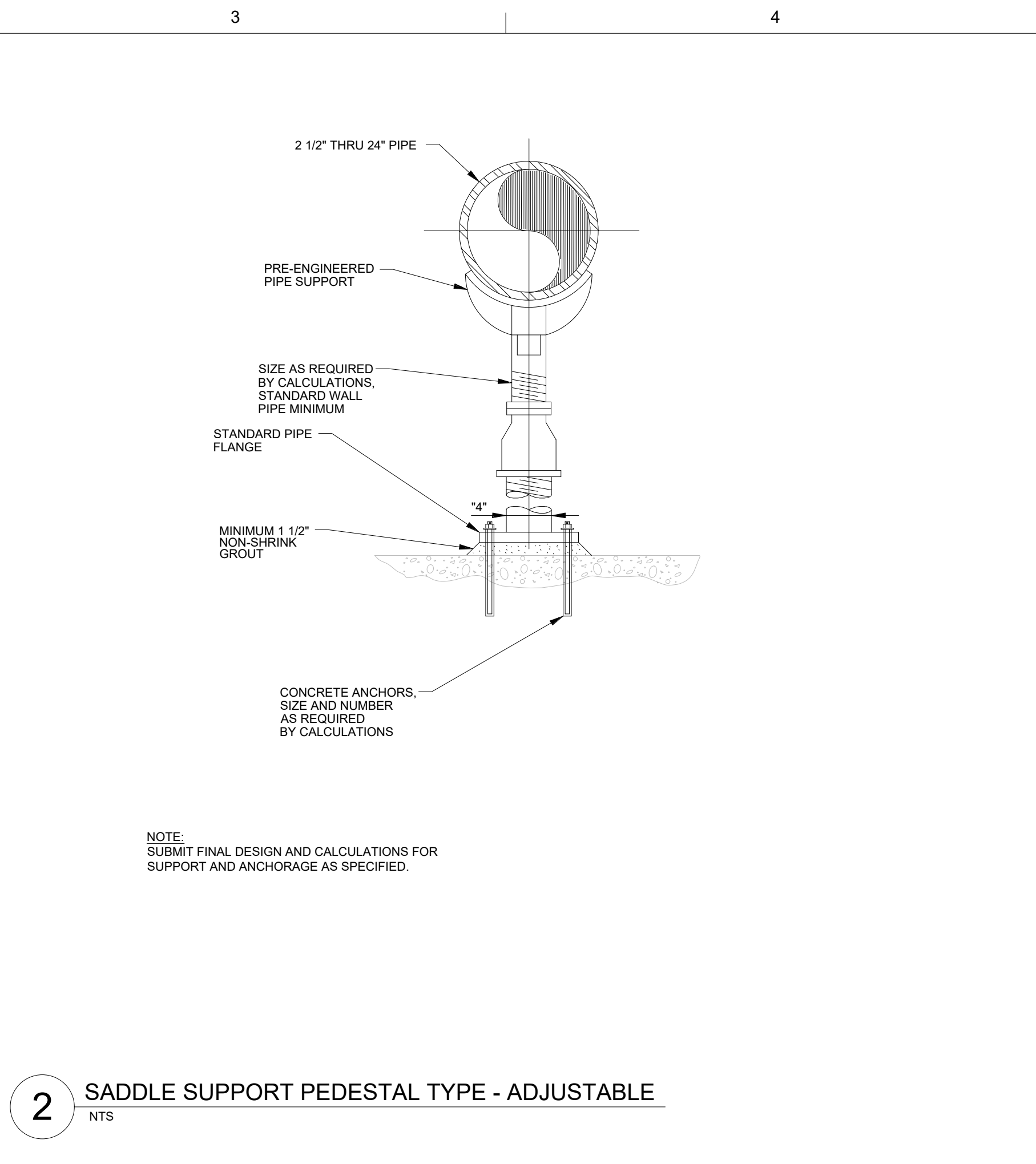
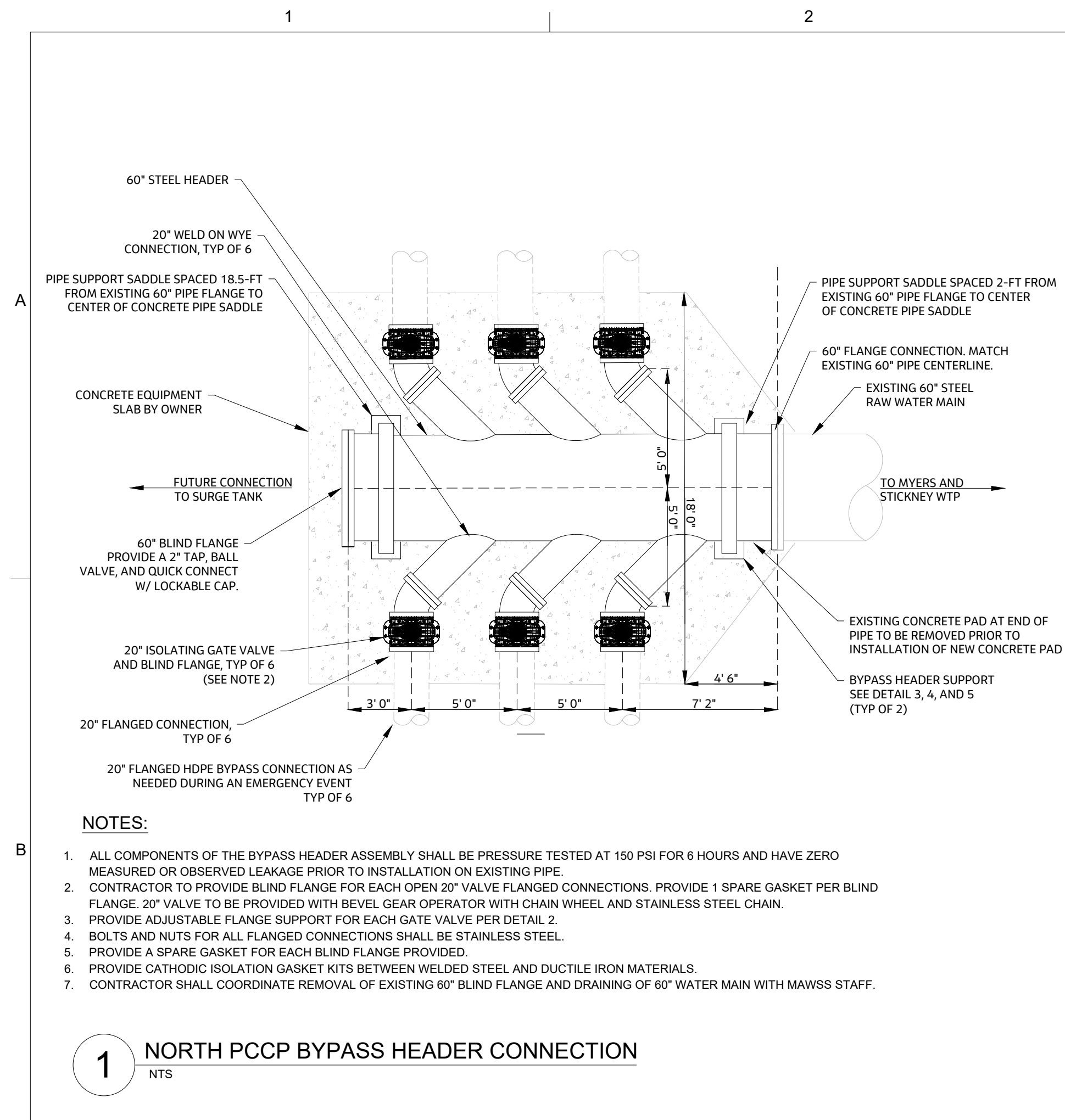
3.01 INSTALLATION

- A. Flange Ends:
 - 1. Flanged valve bolt holes shall straddle vertical centerline of pipe.
 - 2. Clean flanged faces, insert gasket and bolts, and tighten nuts progressively and uniformly.
- B. Valve Installation and Orientation:
 - 1. General:
 - a. Install valves so handles operate from fully open to fully closed without encountering obstructions.
 - b. Install valves in location for easy access for routine operation and maintenance as indicated in the drawings.
 - c. Install valves per manufacturer's recommendations.

3.02 TESTS AND INSPECTION

- A. Test installed valves unpressurized and pressurized from the discharge side.
- B. Test that valves open and close smoothly under operating pressure conditions.
- C. Count and record number of turns to open and close valve; account for discrepancies with manufacturer's data.

END OF SECTION



5 CONCRETE PIPE SADDLE
NTS

PIPE SADDLE TABLE

PIPE DIAMETER D	SADDLE WIDTH B	LAYERS OF REINFORCEMENT	VERTICAL REINFORCEMENT V	PIPE STRAP SIZE S	NO. OF STRAPS
60"	16"	2 (EF)	#6@12"	3/8" x 3"	2

NOTES:

- FOR 'B'=10" OR THICKER, USE 2 LAYERS OF REINFORCEMENT, TURN HORIZONTAL BARS 90° TO HOOK AROUND VERTICALS. 1 1/2" COVER.
- FORM 3/4" BEVEL ON ALL EXPOSED CORNERS OF SUPPORT.
- PROVIDE 3/4" x (STRAP WIDTH PLUS 1" WIDE) NEOPRENE PAD BETWEEN STRAP AND PIPE.

JACOBS
CIVIL
DETAILS

GAILLARD PUMP STATION BYPASS
MOBILE AREA WATER AND SEWER SYSTEM
MOBILE, ALABAMA

NO.	DATE	DR	STATMAN	CHK	REVISION	BY	APVD

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.

DATE: JUNE 2026
PROJ: D3722900
DWG: C-502
SHEET

100% DESIGN DOCUMENTS