

PROPOSAL
CONTRACT DOCUMENTS AND SPECIFICATIONS
CONTRACT NO. 19008
HALLS MILL CREEK SEWER ABANDONMENT



THE BOARD OF WATER AND SEWER COMMISSIONERS
OF THE CITY OF MOBILE
BOARD MEMBERS

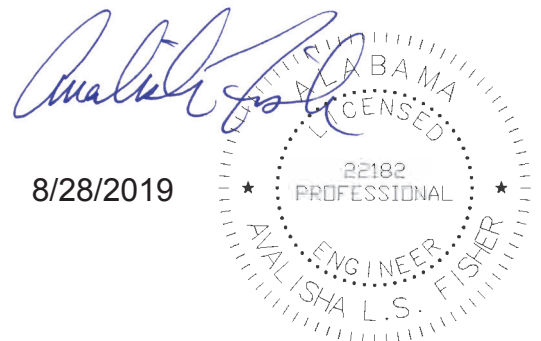
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AUGUST 2019

Driven  Engineering, Inc.

Unique in purpose, vision, & environment

8/28/2019



INVITATION FOR BIDS

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, 4725 Moffett Road, Suite A, Mobile, AL 36618-0249 until **12:30 p.m., Local Time September 16, 2019** and then publicly opened and read, for furnishing all labor, materials, and performing all work for the following project: Contract No.: 19008, Project Name: Halls Mill Creek Sewer Abandonment. The Engineers Estimate for this project is \$465,000

Plans and Specifications may be inspected at the Board's offices at 4725 Moffett Road, Suite A, Mobile, AL, or at the offices of Driven Engineering, Inc., Consulting Engineers, 8005 Morris Hill Road, Semmes, AL. Electronic Plans and Specifications may be obtained via e-mail for review only from Driven Engineering, Inc, Telephone: (251) 649-4011 or at <http://www.drivenengineering.com/planroom.htm>

Copies of the Plans, Specifications, and other Contract Documents may be obtained from Driven Engineering, Inc, at 8005 Morris Hill Road, Semmes, AL, upon a non-refundable payment of \$100 per set. No Contract Documents will be issued later than twenty-four (24) hours prior to bid submission time.

A mandatory Pre-Bid Conference will be held at MAWSS Park Forest facility at 4725 Moffett Road, Mobile, AL 36618 on **August 22, 2019 at 10:00 am**, Local Time, to discuss bidding and project requirements.

Bids must be submitted on the standard forms included with the Contract Documents.

Envelopes containing bids must be sealed and delivered to the Director, Board of Water and Sewer Commissioners of the City of Mobile, Alabama, 4725A Moffett Road, Mobile, Alabama 36618-0249: **"Bid for Constructing Contract No: 19008, Halls Mill Creek Sewer Abandonment at 12:30 p.m., Local Time, September 16, 2019"**. The Bidder's Alabama State Contractor's License Number and discipline shall be on the envelope.

Bid guarantee in the form of certified check, bid bond, or Irrevocable Letter of Credit acceptable to the Board will be required for at least 5% of the bid amount, **not to exceed \$50,000**.

The Board reserves the right to reject 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

PROPOSAL

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

Submitted: _____
(Date)

The undersigned, as Bidder, hereby declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Plans and Specifications for the Work and all Contract Documents relative thereto, and has read the Board's Standard Specifications and all General Conditions and Special Provisions furnished; and that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the Board of Water and Sewer Commissioners of the City of Mobile, Alabama, in the form of contract specified to furnish all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the following Work:

HALLS MILL CREEK SEWER ABANDONMENT

PROJECT NO. 19008

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Plans, Specifications and all other Contract Documents to the full and entire satisfaction of the Board of Water and Sewer Commissioners of the City of Mobile, Alabama with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and other Contract Documents for the lump sum or unit prices listed opposite each item.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications and any details not specifically mentioned, but evidently included in the Contract shall be compensated for the item in which it most logically is included.

The quantities for bid items listed on the Proposal sheet are estimated quantities only for the purpose of comparing bids. Any differences between these estimated quantities and actual quantities required for this Contract shall not be taken as a basis for claims by the Contractor for extra compensation. Compensation will be based on the lump sum or unit prices and actual construction quantities.

The Bidder further proposes and agrees hereby to commence the Work with an adequate force, plant and equipment at the time stated in the notice to the Contractor from the Engineers to proceed, and fully complete performance within **100** consecutive calendar days from and after the date stated in said notice.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and the bond within 10 consecutive calendar days after written notice being given of the award of the Contract, the check or bid bond in the amount of 5 percent of this bid accompanying this bid, and the monies payable thereon, shall be paid into the funds of the Board of Water and Sewer Commissioners of the City of Mobile, Alabama as liquidated damages for such failure; otherwise the check or bid bond accompanying this Proposal shall be returned to the undersigned:

Attached hereto is a certified check on the _____

FOR REFERENCE ONLY

Bank of _____

or a Bid Bond for the sum of _____

NOT FOR BIDDING

CONTRACTORS MUST PURCHASE

Dollars (\$ _____)

made payable to the Board of Water and Sewer Commissioners of the City of Mobile, Alabama.

PLANS FROM AND REGISTER WITH THE ENGINEER TO BE

By _____

ELIGIBLE TO BID (Legal Signature)

(Printed Name and Title)

Witness: _____

(Legal Signature)

Witness: _____

(Legal Signature)

ADDRESS:

CONTRACTOR'S LICENSE NO:

BIDDER acknowledges receipt of the following ADDENDA:

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):

Mechanical

Name

Street City

Instrumentation and Control (Shall be Agent and/or representative of the computer system supplier, requires total system responsibility for control devices and system)

Name

Street City

Electrical

Name

Street City

Others

Name

Street City

Name

Street City

ITEM	DESCRIPTION	UNIT	QTY	UNIT RATE	TOTAL
GC-1	ALDOT TYPE 4 1,000 PSI FLOWABLE FILL	CY	330		
GC-2	100 PSI FLOWABLE FILL	CY	600		
GC-3	DEMOLISH MANHOLE TO 1-FT BELOW GROUND SURFACE	EA	18		
GC-4	DEMOLISH MANHOLE TO 3-FEET BELOW GROUND SURFACE	EA	1		
PA-1	REMOVING AND PREPARATION OF BASE FOR FLEXIBLE TEMPORARY PAVEMENT	SY	40		
PA-1A	TEMPORARY ASPHALT PATCH - CITY OF MOBILE BINDER LAYER 220LB/SY	SY	40		
PA-2	FINAL ASPHALT PATCH - CITY OF MOBILE WEARING LAYER 165LB/SY	SY	40		
EC-1	Erosion Control for Construction	LS	1		
GC-14	MOBILIZATION	LS	1		
	CONTINGENCIES				
GC-8	PROPERTY RECTIFICATION - ACCESS AREAS IMPACTED BY WORKS OTHER THAN MANHOLE DEMOLITION AREAS	HR	60		
GC-9	COMPOSITE MAT FOR MARSH AREAS (RENTAL AND DELIVERY TO JOB SITE)	MONTH	2		
GC-10	COMPOSITE MAT FOR MARSH AREAS (TRANSPORTATION FROM SITE TO SITE)	PER OCCURRENCE	5		
GC-11	COMPOSITE MAT FOR MARSH AREAS (INSTALLATION / REMOVAL OF PANELS)	HR	40		
GC-5	PIPE DEWATERING (PUMP RATE ONLY)	DAY	20		
GC-6	PIPE DEWATERING - FUEL COSTS	DAY	20		
GC-7	HAULAGE OF EFFLUENT FROM SITE TO A MAWSS SEWAGE TREATMENT FACILITY	GAL	50,000		
TC-1	TEMPORARY TRAFFIC CONTROL	LS	1		
	CONTINGENCY			30,000	\$ 30,000
	SUBTOTAL-HALLS MILL CREEK				
	1202 GAINES ST				
GC-2	100 PSI FLOWABLE FILL-UP TO 1-CY	CY	1.00		
S-1A	8" CAP-PLUG-NIPPLE REQUIRED	EA	1		
TC-1	TEMPORARY TRAFFIC CONTROL	LS	1		
GC-14	MOBILIZATION	LS	1		
	PROPERTY RECTIFICATION	LS	1		

FOR REFERENCE ONLY
NOT FOR BIDDING

CONTRACTORS MUST PURCHASE PLANS FROM AND REGISTER WITH THE ENGINEER TO BE ELIGIBLE TO BID

ITEM	DESCRIPTION	UNIT	QTY	UNIT RATE	TOTAL
	1111 GAINES ST				
GC-2	100 PSI FLOWABLE FILL-UP TO 1-CY	CY	1.00		
S-1A	8" CAP-PLUG-NIPPLE REQUIRED	EA	1		
TC-1	TEMPORARY TRAFFIC CONTROL	LS	1		
GC-14	MOBILIZATION	LS	1		
GC-12B	PROPERTY RECTIFICATION	LS	1		
	I-65 SERVICE RD				
GC-1	FLOWABLE FILL FILL PIPE ALDOT TYPE 4 1,000 PSI FLOWABLE FILL	CY	6.00		
S-1A	8" CAP-PLUG-NIPPLE REQUIRED	EA	1		
TC-1	TEMPORARY TRAFFIC CONTROL	LS	1		
GC-14	MOBILIZATION	LS	1		
GC-12B	PROPERTY RECTIFICATION	LS	1		
	INDUSTRIAL STREET				
GC-2	FLOWABLE FILL FILL PIPE 100 PSI FLOWABLE FILL	CY	12.00		
S-1A	8" CAP-PLUG-NIPPLE REQUIRED	EA	1		
TC-1	TEMPORARY TRAFFIC CONTROL	LS	1		
GC-4	DEMOLISH MANHOLE TO 3-FEET BELOW GROUND SURFACE	EA	3		
GC-14	MOBILIZATION	LS	1		
GC-12B	RESTORATION OF PROPERTY	LS	1		
	120 WESTWOOD ST				
GC-2	100 PSI FLOWABLE FILL-UP TO 1-CY	CY	1.00		
S-1A	8" CAP-PLUG-NIPPLE REQUIRED	EA	1		
TC-1	TEMPORARY TRAFFIC CONTROL	LS	1		
GC-14	MOBILIZATION	LS	1		
GC-12A	RESTORATION OF PROPERTY	LS	1		
	1827 DAUPHIN ST / DEMOUY ST				
GC-2	100 PSI FLOWABLE FILL-UP TO 1-CY	CY	1.00		
S-1A	8" CAP-PLUG-NIPPLE REQUIRED	EA	1		
TC-1	TEMPORARY TRAFFIC CONTROL	LS	1		
GC-14	MOBILIZATION	LS	1		
GC-12B	RESTORATION OF PROPERTY	LS	1		
	1809 BIENVILLE AVE				
GC-2	100 PSI FLOWABLE FILL-UP TO 1-CY	CY	1.00		
S-1A	8" CAP-PLUG-NIPPLE REQUIRED	EA	1		
TC-1	TEMPORARY TRAFFIC CONTROL	LS	1		
GC-14	MOBILIZATION	LS	1		
GC-12B	RESTORATION OF PROPERTY	LS	1		

FOR REFERENCE ONLY

NOT FOR BIDDING

CONTRACTORS MUST PURCHASE

PLANS FROM AND REGISTER

WITH THE ENGINEER TO BE

ELIGIBLE TO BID

ITEM	DESCRIPTION	UNIT	QTY	UNIT RATE	TOTAL
	CONTINGENCIES				
GC-13	BYPASS PUMPING	DAY	5		
	<i>SUBTOTAL 8-INCH ABANDONMENT</i>				
	GRAND TOTAL				

FOR REFERENCE ONLY
NOT FOR BIDDING
CONTRACTORS MUST PURCHASE
PLANS FROM AND REGISTER
WITH THE ENGINEER TO BE
ELIGIBLE TO BID

SUBCONTRACTING PLAN

In order for your proposal to be considered, you, as Bidder, must complete all blanks in this Subcontracting Plan and sign with a handwritten signature where indicated below.

Failure to fill in the blanks on this Subcontracting Plan and/or to include a handwritten signature will be cause for rejection of your bid.

It is MAWSS's goal that in all contracts, contractors shall make a demonstrated good faith effort to award 15% of the contract amount to certified Disadvantaged Business Entities [DBE's] / Diverse Suppliers as subcontractors and/or suppliers performing commercially useful functions which are consistent with contract requirements.

Copies of MAWSS DBE Policy 16-01 [for public works projects], DBE/Supplier Diversity Policy 17-01 [for contracts for other goods and services], MAWSS's list of certified Disadvantaged Business Enterprises [DBE's] / Diverse Suppliers, and lists of organizations that have information on DBE's / Diverse Suppliers are available from MAWSS's Supplier Diversity Office (251-694-3194) or from the MAWSS website, www.mawss.com.

PLEASE STATE WHAT PERCENTAGE OF THE WORK FOR THIS CONTRACT YOU PLAN TO AWARD TO DBE/DIVERSE SUPPLIER SUBCONTRACTORS AND/OR VENDORS:	(Total %) _____
ESTIMATED TOTAL DOLLAR AMOUNT TO BE AWARDED TO DBE/DIVERSE SUPPLIER:	(Total \$) _____
AMOUNT BID FOR THIS CONTRACT:	(Total \$) _____

If the above percentage is zero or is less than 15%, be sure to include your Affidavit of Contractor's Good Faith Efforts to Meet Subcontractor / Vendor Diversity Goals and all supporting documentation in your bid package.

Please list below all subcontractors and suppliers which you plan to use for this contract. Also indicate which of these are DBE's / Diverse Supplier by writing "yes" or "no" where indicated. Also list for each the percentage of the total contract amount to be performed by each and the certification group the DBE / Diverse Supplier is certified with. Attach additional sheets if needed. [If you are not using any subcontractors or vendors, you will need to write "zero" below and sign the form.]

SUBCONTRACTOR/ VENDOR NAME	DBE / Diverse Supplier? Yes or No	% OF CONTRACT AMT.	CERTIFICATION GROUP (MAWSS, ALDOT, ADECA, SRMSDC, BCIA)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CAUTION: ACCURATELY COMPLETE ALL PARTS OF THIS FORM AND SIGN BELOW:

WE WILL EXERCISE GOOD FAITH TO COMPLY WITH THIS PLAN AND MAWSS'S DBE REQUIREMENTS.

BIDDER

By: _____

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



Board of Water and Sewer Commissioners
Policy No.: UBE/DBE 16-01
Approved: December 5, 2016

**DISADVANTAGED BUSINESS ENTERPRISE POLICY
FOR PUBLIC WORKS ACT CONTRACTS**

PURPOSE:

The purpose of this policy is to increase meaningful participation of Disadvantaged Business Enterprises in MAWSS contracts which are subject to the bidding requirements of the Public Works Act, to establish MAWSS's goals for DBE participation, and to set forth requirements for the MAWSS DBE Program.

SCOPE:

This policy will apply to all MAWSS publicly bid contracts for public works and the consultants who manage these contracts. If a contract is to be paid all or in part with non-MAWSS funds, and a funding entity has DBE program requirements that exceed or are more stringent than those of this Policy, then the additional DBE policy provisions of the funding entity or entities will also apply as contract requirements. Contracts for public works which do not meet the dollar threshold for public advertisement for bids will be subject to MAWSS's DBE Policy for Contracts for Goods, Services, and Small Public Works Projects.

In the event that MAWSS must enter into a contract for a public works project on an emergency basis, MAWSS will still seek competitive bids for the work and will declare the nature of the emergency in writing, in accordance with the Public Works Act. MAWSS reserves the right to waive or modify the requirements of this policy if the emergency is adversely affecting or presents an immediate threat to public health, safety, or the environment.

DEFINITIONS:

Contractor - An individual or business entity seeking to contract with MAWSS for a public works project and which will function in the role of general contractor for the project.

DBE - Disadvantaged Business Enterprise - A for profit small business concern for which socially and economically disadvantaged individuals own at least a 51 % interest and also control management and daily business operations, certified as such on one or more of the lists of DBE's referenced in this Policy.

MAWSS - Mobile Area Water and Sewer System.

Public Works Project - This will be as defined in §39-2-1, Code of Alabama, (1975), as amended.

Subcontractor - For purposes of this Policy, a subcontractor means an individual or business entity which subcontracts with the general contractor to perform work or services for a public works project.

Supplier - For purposes of this Policy, an individual or business entity who enters into a contract with a general contractor to provide materials, equipment, or other products or items for a project.

Supplies - For purposes of this Policy, this term may include materials, equipment, supplies, or other products or items for a project.

POLICY:

It is MAWSS policy that Disadvantaged Business Enterprises (DBE's) be given ample and fair opportunities to do business with MAWSS, either directly or indirectly, by ensuring that contractors who enter into publicly bid public works contracts with MAWSS make earnest and diligent efforts to include DBE's as subcontractors and suppliers. Contractors who wish to bid on a MAWSS public works project shall take all necessary and reasonable steps in accordance with this Policy to ensure that DBE's have the maximum allowable opportunity to compete for subcontracts and supplier contracts for the project.

This Policy shall be race and gender-neutral. Contractors shall not discriminate in awarding subcontracts and supplier contracts on the basis of race, color, national origin, ethnicity, or sex, during the bid process as well as during performance of a MAWSS public works contract.

It is MAWSS's goal that in contracts for public works, contractors shall make a demonstrated good faith effort to award fifteen percent (15%) of the contract amount to certified Disadvantaged Business Enterprises as subcontractors and/or suppliers performing commercially useful functions which are consistent with contract requirements. This percentage shall be considered a target which is subject to modifications and may be waived or adjusted by MAWSS if the contractor, after demonstrating a good faith effort, is unable to comply with the 15% goal. However, the requirement that a contractor demonstrate a good faith effort shall not be considered an informality subject to waiver, except in cases of emergency as noted above.

IMPLEMENTATION - THE MAWSS DBE PROGRAM:

A. Lists of Certified DBE's:

All contractors submitting bids for MAWSS public works contracts are required to utilize MAWSS's most recent list of certified DBE's in their efforts to meet their good faith DBE requirements. Bidders may also use the other lists specified below. If a bidder plans to use a DBE from one of the other lists, the bidder must notify MAWSS's DBE Office so that the DBE's certification can be verified.

MAWSS's list of certified DBE's includes a description of the areas for which each DBE can provide services or supplies. **Contractors are required to use DBE's only in the areas for which the DBE's are certified.**

DBE subcontractors and suppliers may be selected from the following lists:

- MAWSS List of Certified Disadvantaged Business Enterprises - www.mawss.com
- Alabama Department of Transportation Certified List - www.dot.state.al.us

DBE 16-01 MAWSS Disadvantage Business Enterprise Policy For Public Works Act Contracts

- SRMSDC Certified List [Southern Region Minority Supplier Development Council] www.srmsdc.org
- ADECA Certified List [Alabama Department of Economic and Community Affairs] www.adeca.alabama.gov
- BCIA Certified List [Birmingham Construction Industry Authority] www.bcial.org

A contractor may also contact MAWSS's DBE Office if the contractor knows of a DBE who would like to be added to the MAWSS certified list in order to qualify as a subcontractor or a supplier. The MAWSS DBE Office will work with the contractor and the DBE to determine if the DBE meets certification requirements.

The current listings of DBE's certified by MAWSS are available on MAWSS's website: www.mawss.com or by contacting MAWSS's DBE Office at (251) 694-3194.

B. DBE Requirements:

Contractors who wish to enter into a public works contract with MAWSS must make good faith efforts to comply with MAWSS's goals for DBE participation by learning about, contacting, and negotiating with potential DBE's who are able and available to provide work or supplies for the project.

In addition to obtaining lists of certified DBE's, Contractors will contact organizations which provide assistance to DBE's and obtain contact information for DBE's available to provide services and materials. A list of such organizations is available from the MAWSS DBE Office.

Contractors will then contact certified DBE's to obtain prices and other information necessary for the contractor to evaluate the possibility of participation by DBE's.

Contractors bidding on MAWSS public works projects must list all DBE subcontractors and suppliers on the **Subcontracting Plan form** submitted in the bid package and sign the form. When preparing a bid, the bidding contractor must obtain firm prices from all DBE's. The bid package must include correspondence from each DBE subcontractor/supplier on the DBE's letterhead in which the DBE confirms negotiated terms for the subcontract or supply contract, including compensation and a brief description of the scope of work or the items to be supplied.

If a contractor bidding for a MAWSS contract is unable to meet the 15% goal for DBE participation for the project, the contractor must note this on the Subcontracting Plan form, state what percentage of the goal was achieved, if any, and sign the form. The contractor must also submit an **Affidavit of Contractor's Good Faith Efforts to Meet DBE Goals** with the bid package setting forth the reasons the goal could not be achieved for this project. The Affidavit must include names, addresses, and contact information for each DBE contacted, a description of information provided to each, and a statement regarding each as to why an agreement for a subcontract or supply contract was not reached. The Affidavit must include description of the good faith efforts made to obtain DBE participation, referencing the factors listed below. Documentation supporting the statements in the Affidavit must be attached thereto.

C. Demonstrating good faith efforts to meet MAWSS's DBE goals for a public works contract:

When bids are received for a public works contract, MAWSS's DBE Office will review the submittals relative to DBE Program requirements. **To determine if a bidder has demonstrated a good faith effort to reach**

MAWSS's DBE participation goal, the MAWSS DBE Office will review and consider bidder's submitted documentation as to the following factors:

- Did the bidder obtain the MAWSS List of Certified DBE entities? What other lists of certified DBE's did the bidder use, if any?
- Did the bidder use the services of available community organizations, small and/or disadvantaged business groups, local, state, and federal small or disadvantaged business assistance offices, and other organizations which provide assistance in recruitment and placement of DBE's, to obtain information and contact information for DBE's who might be able to perform work or furnish supplies for the project?
- Did the bidder attend pre-bid meetings scheduled by MAWSS to which DBE's were also invited, to inform DBE's of opportunities to provide services or supplies for the project?
- Did the bidder advertise in general circulation media and trade association publications concerning DBE opportunities for the project and give potential subcontractors and suppliers reasonable time to respond and negotiate?
- Did the bidder provide written notice to a reasonable number of DBE firms and allow them sufficient time to respond and negotiate?
- Was the information provided by the bidder to potential DBE subcontractors and suppliers adequate to apprise them of the plans, specifications, and requirements for the project?
- If the bidder received initial solicitations from interested DBE's, did the bidder follow up by contacting the DBE's again to determine if the DBE's were interested in subcontracting or furnishing supplies for the project?
- What efforts did the bidder make to determine whether the project specifications, drawings, and other documents presented opportunities for participation by DBE's? Did the bidder select certain portions of the work as suitable for performance by DBE subcontractors, or break down the work into smaller parts in order to allow participation by DBE's?
- For any DBE determined by the bidder to be unqualified or unable to participate, did the bidder offer a reasonable justification for the bidder's decision not to utilize that DBE?
- If the bidder contacted the MAWSS DBE Office requesting that potential subcontractors or suppliers be considered for addition to the MAWSS certification list, this should also be documented and will be considered by MAWSS.

The foregoing list is not exclusive. Other efforts to comply may be documented by a bidder for consideration by MAWSS.

Bidders are expected to submit complete information in compliance with the DBE Program at the time of bidding. However, bidders will be allowed to submit additional or clarifying documentation upon request of the MAWSS's DBE Office.

Contractors are hereby notified that bids which do not comply with MAWSS's DBE Policy and Program requirements may be rejected as non-responsive.

D. Continuing compliance with the MAWSS DBE Program during performance of contract:

MAWSS's DBE Office will monitor continuing compliance with the DBE Program requirements as contracts are performed.

If a subcontract or supply contract with a DBE is terminated prior to its termination date, the contractor must notify MAWSS's DBE Office. This notification must include the reasons for the early termination as well as a description of efforts made by the contractor to engage another certified DBE as a replacement subcontractor or supplier.

The contractor must file a written report with MAWSS's DBE Office once a month documenting the contractor's continuing compliance with the DBE Program. This report will list all DBE subcontractors and suppliers currently performing work or providing supplies for the project.

Information and data requested by the DBE Office regarding compliance with the DBE Program must be promptly provided by the contractor. Contractors shall make available to MAWSS's DBE Office all records pertaining to use of DBE subcontractors and suppliers.

MAWSS reserves the right to make site visits to project locations to confirm compliance with DBE Program requirements.

A contractor's failure to comply with this policy and MAWSS's DBE program requirements during performance of a contract may be considered a breach of the contract and may result in its termination.

By entering into a contract with MAWSS, a contractor acknowledges and agrees that failure to comply with MAWSS's DBE Program requirements relative to that contract shall be grounds for its termination by MAWSS.

Failure by a contractor performing a public works project for MAWSS to comply with the DBE Program requirements may result in that contractor being determined "not a responsible bidder" in bids for future MAWSS contracts.

Contractors must maintain for three (3) years such records as are necessary to determine compliance with MAWSS's DBE policy.

E. MAWSS tracking of DBE Program Achievements:

MAWSS's DBE Coordinator will report to the MAWSS Board semi-annually, in January and in July of each year, on DBE utilization and on other efforts by MAWSS's DBE Office to enhance DBE participation in MAWSS's public works contracts.

MAWSS may also contract for Disparity Studies as determined by the Board, to provide further information to enhance MAWSS's DBE Program.

Change of Sub-Contractor Form

In accordance with MAWSS DBE 16-01

JOB NAME _____ Location _____

Name of General Contractor _____

Name of Original Sub-Contractor _____

Name of New Sub-Contractor _____

Reason for Change _____

This instrument is for the purpose of advising all persons involved of a change being made on the contract and job-site.

General Contractor

DBE Office

Asst. Director

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Name of Bidder)

_____, as Principal,
(Address)

and _____
(Name of Surety)

of _____, as Surety,
(Address)

jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the **Board of Water and Sewer Commissioners of the City of Mobile, Alabama**, as the Owner, in the **PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than Fifty thousand Dollars (\$50,000.00)**.

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified as:

HALLS MILL CREEK SEWER ABANDONMENT _____ Project No. 19008

NOW, THEREFORE, if, within the terms of the Bid Documents, the Owner accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Contract and Labor and Material Bonds (each in the form contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or
- (b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder,

then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this _____ day of _____.

ATTEST:

ATTEST:

PRINCIPAL:

By _____
Name and Title

SURETY:

By _____
Name and Title

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:

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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 ----- 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 of \$500.00 per day 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: _____

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS that we _____

(hereinafter the "Principal")

and _____

(hereinafter the "Surety")

are held and firmly bound unto the Board of Water and Sewer Commissioners of the City of Mobile, Alabama (hereinafter the "Board") in the penal sum of _____

Dollars (\$ _____)

for the faithful performance of a certain written Contract dated the ____ day of _____, 20_____, entered into between the Principal and the Board, for the following construction project or other work (hereinafter the "Contract"):

HALLS MILL CREEK SEWER ABANDONMENT

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a copy of which said Contract is incorporated herein by reference and made a part hereof as if fully set out.

NOW THEREFORE, this Bond and all obligations hereof shall remain in full force and effect until all covenants, terms, and conditions of the Contract for the work referenced above have been fully performed. The conditions of this Bond and its obligations are further described as follows:

The Principal shall faithfully perform all terms and conditions of the Contract and shall fully pay all obligations incurred in connection therewith. The Principal shall honor all obligations of every nature relative to the Contract.

The Principal shall save the Board harmless from any and all liability of every nature, kind, and character which may be incurred in connection with the performance or fulfillment of the Contract and from any and all other such liability resulting from negligence or otherwise on the part of the Principal and/or any entity performing work or providing materials on the Principal's behalf for the Contract. The Principal shall further save the Board harmless from all costs and damages which may be suffered by reason of the failure to fully and completely perform said Contract. The Principal shall fully reimburse and repay the Board for all expenditures of every kind and description which may be incurred by the Board in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract. The Principal shall pay all lawful claims of persons, firms, partnerships, corporations, and other entities for all labor performed and material furnished in connection with the performance of the Contract. Failure to pay any such claims of persons, firms, partnerships, or corporations shall give them a direct right of action against the Principal and Surety under this obligation.

CONTRACT BOND
PAGE 2

Any alterations or additions which may be made under the Contract or in the Work to be done under it, or the giving by the Board of any extensions of time for the performance of the Contract, or any other forbearance on the part of either the Board or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns for their liability hereunder, notice to the Surety of any such alteration, extension, or forbearance being expressly waived.

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

IN TESTIMONY WHEREOF witness the hands and seal of the parties hereto on this _____ day of _____, 20_____.
Executed in two (2) counterparts.

By _____
(Principal)

Witness: _____
(Legal Signature)

(Printed Name and Title)

By _____
(Surety)

Witness: _____
(Legal Signature)

(Printed Name and Title)

By _____
(Resident Agent)

(Printed Name and Title)

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
_____, as Principal,
and _____, as Surety, are held and
firmly bound unto the Board of Water and Sewer Commissioners of the city of Mobile,
Alabama, hereafter called the "Obligee", in the penal sum of _____
_____ Dollars (\$_____)

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

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____, (hereinafter called the "Contract) for the construction of:

HALLS MILL CREEK SEWER ABANDONMENT

PROJECT NO. 19008

which Contract and the Specifications for said Work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors, shall promptly make payments to all persons supplying him or them with labor, materials, feed-stuffs or supplies for or in the prosecution of the Work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. PROVIDED, however that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials, feed-stuffs, or supplies for or in the prosecution of the Work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the Work provided for in said Contract.

is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement, including warranties, of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint

(Chief Executive Officer of Surety Company)

as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

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

(e) This bond is given pursuant to the terms of Act No. 39, General Laws of Alabama, approved February 8, 1935, entitled "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SECTION 2
GENERAL REQUIREMENTS

1.0 WORK COVERED BY CONTRACT DOCUMENTS

- A. The intent of this contract is to:
 - 1. Install flowable fill in abandoned sewer lines.
 - 2. Remove 1-foot to 3-feet of the top section of abandoned manholes.
- B. The intent and meaning of the Contract Documents require that the Contractor, under the terms of his Contract, shall take such action as necessary and / or required to provide labor, parts, materials, equipment, transportation, facilities and appurtenances, which are indicated, or reasonably implied by each Drawing and each Section of the Specifications, all of which are collectively necessary and required for the execution of the work.
- C. Construction and contract specifications referenced in the contract documents and construction documents can be found on the MAWSS website and the ALDOT website.

2.0 PAY ITEMS

GC-1 ALDOT TYPE 4 1,000 PSI FLOWABLE FILL: The unit price bid for this item will be compensation in full for 1 cubic yard ALDOT Type-4 flowable fill. The rate will include pumping costs, labor, and equipment necessary to pump the flowable fill into the pipe. No on-site concrete cleanout areas will be allowed at the site. The method of measure shall be from the actual volume listed on the concrete truck load ticket at the time of delivery.

GC-2 100 PSI FLOWABLE FILL: The unit price bid for this item will be compensation in full for 1 cubic yard of 100 PSI minimum flowable fill. The rate will include pumping costs, labor, and equipment necessary to pump the flowable fill into the pipe. No on-site concrete cleanout areas will be allowed at the site. The method of measure shall be from the actual volume listed on the concrete truck load ticket at the time of delivery.

GC-3 DEMOLISH MANHOLE TO 1-FT BELOW GROUND SURFACE: The unit price bid for this item will be compensation in full for the removal of a portion of the existing concrete manhole, frame and cover, backfilling the impacted area with imported material or grading area with material from the site, vegetative rectification of the areas, removal of the removed manhole materials to an approved disposal site, and returning the manhole cover to MAWSS at their maintenance yard. The rate will all include equipment, labor, dumping fees, backfilling of area and revegetation of area. The method of measure will be for each manhole demolished as described herein.

GC-4 DEMOLISH MANHOLE TO 3-FEET BELOW GROUND SURFACE: The unit price bid for this item will be compensation in full for the removal of a portion of the existing concrete manhole, frame and cover, backfilling the impacted area with sand-clay material, removal of the removed manhole materials to an approved disposal site, and returning the manhole cover to MAWSS at their maintenance yard. The rate will all include equipment, labor, dumping fees, and backfilling of area. The method of measure will be for each manhole

demolished as described herein.

EC-1. EROSION CONTROL FOR CONSTRUCTION: The lump sum price bid for this item shall be compensation in full for all labor, material, equipment, and incidentals necessary for the installation and removal of temporary erosion control as shown on the construction plans or as needed during construction to maintain compliance with City and State Ordinances. Method of payment for this item shall be an average of the percent complete of the works progression.

GC-5 PIPE DEWATERING (PUMP RATE ONLY): The unit price bid shall be compensation in full for dewatering pipes. Such payment will constitute full compensation for all labor, equipment, tools, and all other items necessary and incidental to provide pump operations not including fuel costs. For the purpose of this pay item a day will be defined as 8-hours. If the pipe is dewatered in less than 8-hours the day rate will be paid.

GC-6 PIPE DEWATERING-FUEL COSTS: The unit price bid shall be compensation in full for providing fuel for the dewatering pump. Such payment will constitute full compensation for all labor and fuel costs associated with the operation of the pump. For the purpose of this pay item a day will be defined as 8-hours. If the pipe is dewatered in less than 8-hours the day rate will be paid.

GC-7 HAULAGE OF EFFLUENT FROM SITE TO A MAWSS SEWAGE TREATMENT FACULTY: The unit price bid shall be compensation in full for the haulage of the pumped water from the pump site to a nominated facility or a MAWSS wastewater treatment plant. The payment will constitute full compensation for all costs associated with the haulage of the effluent from the site to the wastewater treatment plant. No fees will be charged for the discharge of the effluent for the disposal of the effluent at any MAWSS facility. Method of measure will be based on the volume of the tank on the truck as certified by the engineer.

GC-8 PROPERTY RECTIFICATION - ACCESS AREAS IMPACTED BY WORKS OTHER THAN MANHOLE DEMOLITION: The unit price bid shall be compensation in full for the labor and equipment for the rectification of areas identified by the Engineer that have been impacted by the project works not associated with the manhole demolition or rectification of asphalt areas or other areas identified of the plans. The payment will constitute full compensation for all costs associated with the rectification costs for equipment and labor. Method of measure will be as confirmed by the engineer.

GC-9 COMPOSITE MAT FOR MARSH AREAS (RENTAL AND DELIVERY TO JOB SITE): The payment will constitute full compensation for all costs associated with the rental, delivery, and off-loading for the composite mats. The payment will constitute full compensation for all costs associated with the mat rental, costs to deliver to Mobile, Al., cost to remove the mats from the delivery trailer to a suitable storage area, costs of loading the mats to a trailer, any costs for storage of the mats, and the costs of delivering the mats back to the supplier. The method of measure will be from the time the mats are delivered to the jobsite plus 30 days to constitute a month. Each subsequent month shall be considered 30 days.

GC-10 COMPOSITE MAT FOR MARSH AREAS (TRANSPORTATION FROM SITE TO SITE): The payment will constitute full compensation for all costs associated with the loading, transportation, any costs for storage of the mats and off-loading of the mats when

required from more than 1-site to a suitable storage area. Method of measure shall be the actual transportation of the mats as confirmed by the engineer.

GC-11 COMPOSITE MAT FOR MARSH AREAS (INSTALLATION / REMOVAL OF PANELS). The payment will constitute full compensation for all labor and equipment costs associated with the installation of the mats once off-loaded from the delivery truck and removal of the mats to a suitable storage area. Method of measure shall be based on the actual time spent moving the mats as confirmed by the engineer.

GC-12. PROPERTY RECTIFICATION - MANHOLE DEMOLITION AREAS: The unit rate bid shall be compensation in full for restoration of property within the various limits complete for the areas near each manhole demotion site and shall include all materials and dumping fees necessary. Method of measure shall be for each manhole.

GC-12A. RESTORATION OF PROPERTY: The lump sum bid shall be compensation in full for restoration of property within the various limits complete including, but not limited to replacement of sod in lawns and other sodded areas, replacement of ornamental shrubbery, clean-up, replacement of lawn decoration items, removal and resetting of fencing and all other items of work required for restoration of property for the entire scope of the project. Method of payment for this item will 100% at the completion of the project and subject to the approval of the engineer and affected property owner(s).

GC-11B. RESTORATION OF PROPERTY: The lump sum bid shall be compensation in full for restoration of property within the various limits complete including, but not limited to replacement of sod in lawns and other sodded areas, replacement of ornamental shrubbery, clean-up, replacement of lawn decoration items, removal and resetting of fencing and all other items of work required for restoration of property for the entire scope of the project. Method of payment for this item will 100% at the completion of the project and subject to the approval of the engineer and affected property owner(s).

GC-13 BYPASS PUMPING: The unit price bid shall be compensation for a bypass pump inclusive of the reports, calculations, personnel and equipment described in Section 12.22 and Section 10.25. 50 percent of the unit price will be paid at the commencement of pumping operations. The remainder of the payment shall be prorated over the course of the project based on an averaged percent completed.

GC-14 MOBILIZATION: Mobilization shall be measured for payment per lump sum (LS) completed in accordance with the plans and specifications. Mobilization shall be paid for at the contract unit price per lump sum (LS) as provided in the proposal and contract. The contract lump sum price shall be the total compensation for all preparatory work and operations which must be performed or cost incurred prior to beginning contract work; including, but not limited to, the cost to transport personnel, equipment, and materials to and from the project location; all costs for preparation of an approved construction schedule, and an approved dewatering plan; all costs for preconstruction video, photographs, and survey/stakeout; preparing and submitting approved shop drawings; establishing and maintaining a construction field office and equipment and materials staging areas; furnishing and installing project signage; and project cleanup and

demobilization.

The CONTRACTOR shall be eligible for up to 75% of the contract unit price for mobilization upon receipt and approval of the following items: construction schedule; quality control plan (when required); bypass flow management plan (when required); temporary water and sewer service plan (when required); dewatering plan; erosion, sediment and pollution prevention and control plan; trench safety plan; and furnishing and installing project signs. The balance of the contract unit price shall be paid upon completion of the CONTRACTOR's cleanup and demobilization.

PA-1 REMOVING AND PREPARATION OF BASE FOR FLEXIBLE TEMPORARY PAVEMENT: The unit price bid for this item shall be compensation in full for saw-cutting and removing 1 square yard of existing flexible wearing surface and base and the preparation and placement of new base for the temporary asphalt patch complete in place. Method of measure for this item will be the length and width removed as shown on the plans. No additional allowances will be made for bell holes or manhole. Method of payment for this item will be 25 percent of the unit price for the saw-cutting and removal of the existing asphalt and road base material and 75 percent of the unit price for the placement and compaction of the new road base material.

PA-1A TEMPORARY ASPHALT PATCH - CITY OF MOBILE BINDER LAYER 220LB/SY: The unit price bid for this item shall be compensation in full for 1 square yard of bituminous concrete wearing surface placed at the rate of 2 inch thick per square yard, including milling, leveling, tack coat, pavement markings, and incidentals necessary for completion of the temporary wearing surface. Method of measure for this item will be by the square yard as measured by the engineer.

PA-2 FINAL ASPHALT PATCH - CITY OF MOBILE WEARING LAYER 165LB/SY: The unit price bid for this item shall be compensation in full for 1 square yard of bituminous concrete wearing surface placed at the rate of 1.5" inch thick per square yard, including milling, leveling, tack coat, pavement markings, and incidentals necessary for completion of the wearing surface. Method of measure for this item will be by the square yard as shown on the plans or as measured by the engineer.

TC-1 TEMPORARY TRAFFIC CONTROL: When a separate pay item is provided, Temporary Traffic Control shall be measured for payment per lump sum (LS), of temporary traffic control completed in accordance with the plans and specifications. Temporary Traffic Control shall be paid for at the contract unit price per lump sum (LS), of temporary traffic control, complete in place, as provided in the proposal and contract. The contract lump sum shall be the total compensation for furnishing, installing, and maintaining the temporary traffic control plan; including, but not limited to, all transport, labor, equipment, materials, signage, message boards, barricades, temporary pavement, lighting, business access signage, and maintenance of access, in accordance with State, City, and/or County regulations, to safely maintain vehicular, bicycle, and pedestrian access and traffic and around or through the work zone. Federal Highway Administration (FHWA) Manual on Urban Traffic Control Devices (MUTCD) in effect at the time bids are received. Payment shall be prorated based on 75% of the lump sum bid over the course of the project. The remaining 25% shall be paid when all the traffic control devices are

removed.

S-1A 8" CAP-PLUG-NIPPLE REQUIRED: The unit price bid for the plugs will be compensation in full for furnishing all material, labor, equipment, and incidentals including installation nipples for the flowable fill. Method of measure for this item shall be for each complete unit installed.

SECTION 3

SCOPE OF WORK AND SPECIFICATIONS

1.0 GENERAL

- A. The Contractor and all subcontractors are responsible for obtaining and reading all specifications and plans for this project including but not limited to MAWSS, Alabama Department of Transportation, and the City of Mobile. The MAWSS specifications can be found at <http://www.mawss.com/standardSpecifications.html>
- B. MAWSS shall provide materials inspection and supervision (soils engineer) for this project.
- C. No electric power will be provided by the Owner.
- D. Potable water will be available at the fire hydrants. The Contractor will be responsible for providing / obtaining any permits, backflow preventers and water meters.
- E. The Contractor is advised that the existing main sewer shall remain in operation with no disruption of flow by use of a bypass pump. The Contractor shall submit all required pump data specified in Section 12.23 of the MAWSS Construction Specifications to the Engineer for approval at least 5 working days prior to the commencement of sewer bypassing. The pump capacity calculations shall include provisions for daily peak flows and wet weather flows. The Contractor shall notify the Engineer a minimum of 48-hours prior to beginning bypassing operations to allow the Engineer to inspect the pumping and bypassing facilities and verify that said facilities correspond to the reviewed Bypass Pumping Plan. Bypass pumping operations shall not commence until all pumping and bypassing facilities have been inspected and reviewed by the Engineer.
- F. Any work that would restrict egress or ingress to residential properties or street closures shall not start before 8:00am. In any event, work will not commence before 7:30am unless approved by the engineer. See Section 7.07 of the General Conditions.
- G. At the pre-construction meeting, the Contractor shall provide a project program.
- H. Concrete curb and gutter sawcut and removal shall occur at existing construction joints.
- I. No trees will be removed as part of this project. However, limb & root trimming, tunneling or pushing through roots are anticipated. See Section 10.10.11 for Trimming trees within the public right-of way.

2.0 CHANGES – ADDITIONS TO SPECIFICATIONS AND SPECIAL PROVISIONS

- A. Add to 10.07 (A) Add / No construction will commence prior to the prints, digital files, or tapes being delivered to the Engineer or proof that the photographic documentation was completed.

- B. Change last sentence 10.07 (B) One color print 4"x8" and the digital files or negatives shall be delivered to the engineer.
- C. Replace: 15.03 (E) Initial Backfill: After the pipe has been installed clean sand shall be placed alongside the pipe in layers not exceeding 6" inches in compacted depth to a depth shown on the construction plan's trench details. Select material shall be as specified above for filling overcut. Care shall be taken to ensure thorough compaction of the fill under the haunches of the pipe. Each layer shall be thoroughly compacted by hand tamping with iron tampers, the tamping face area of which shall not exceed 50 square inches, to not less than 95 percent maximum density as determined by AASHTO T99. All material shall be deposited carefully in the trench to avoid damaging the pipeline. The operation of heavy equipment shall be conducted so that no damage to water or sewer lines will result.
- D. Change: 15.03 (F)(5) 24" compacted thickness to 6" compacted thickness. Replace A crusher run stone or sand-shell base course, 6 inches minimum compacted thickness with A crusher run stone or sand-shell base course, 6 inches maximum compacted thickness. Replace The top 1-1/2" of the trench shall be filled with bituminous wearing surface with The top 2" of the trench shall be filled with bituminous wearing surface.
- E. Add: Trench excavation safety protection shall be accomplished as required by the latest provision of Part 1926, Subpart P - Excavations, Trenching, and Shoring of the Occupational Safety and Health Administration (OSHA) Standards and Interpretations, or the most applicable approved equal provision, as may be amended.