



Marshall County, Alabama

CONTRACT DOCUMENTS

BID # 65-21

Rotational Slide Repair

on CR-5 (Cathedral Caverns Highway) near DAR School

ALDOT Project ERPR-9070(949)

Marshall County Project MCP 48-81-20

Bid Opening:

September 8, 2022 @ 2:00 PM

Guntersville Courthouse Commission Chamber, 3rd Floor

Owner and Engineer:

Marshall County Commission

c/o Marshall County Engineering Department

Robert Pirando, P.E.

424 Blount Avenue, Suite 305

Guntersville, Alabama 35976

Phone 256.571.7712

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INSTRUCTIONS TO BIDDERS (Federal Aid Projects)

The instructions listed on this page are offered as a courtesy to bidders in order to help avoid situations in which proposals may have to be rejected or eliminated from consideration due to common pitfalls and oversights. This page shall not be considered an official part of the proposal or contract documents, and shall have no binding effect upon them. While completion of the following checklist by the contractor is entirely voluntary, the items listed herein are generally required in order for a bid to be considered.

CHECKLIST

Proposal:

- ☐ Submit Proposal on ORIGINAL documents (not copy) provided by owner.
- ☐ Everything in INK or TYPED.
- ☐ Fill in Name(s) & Address of Bidder(s) on Page 1.
- ☐ Complete information on Page 1A for any Addenda received.

Contract Schedule:

- ☐ Enter Prices & Amounts on Contract Schedule.
- ☐ Separate dollars & cents with a single decimal (per Spec. Prov. 22-LPA-001).
- ☐ Follow instructions (if applicable) in Subarticle 102.06(b) of Spec. Prov. 22-LPA-001, for any included "Alternates", "Cumulative Alternates", or alternate specified types of materials.

Federal-Aid Funded Project:

- ☐ Check appropriate certification statement(s) as required on Page 3.
- ☐ List Name(s) of Contractor on Page 6 (all if partnership or Jt. Venture).
- ☐ Sign on Page 6. (this is part of the Proposal and Contract Schedule).
- ☐ Date & Notarize on Page 6. (this is part of the Proposal and Contract Schedule).

Bid Bond:

- ☐ Bid Bond to be signed by same person signing Federal-Aid Funded Projects Proposal.
- ☐ Bid Bond executed by Surety's Agent (or cashier's check from an Alabama bank attached).
- ☐ Attach valid Power of Attorney to Bid Bond (unless check attached instead),

Submittal of Bid:

- ☐ Mark envelope with Bid Number.
- ☐ List Project No., etc. on envelope (see 102.10 in Spec. Prov. 22-LPA-001).
- ☐ Deliver Proposal with Bid Bond or check in SEALED envelope to Marshall County Engineering Department.
- ☐ Submit Proposal prior to date & time set for opening bids.

NOTICE TO CONTRACTORS

FEDERAL AID PROJECT NO. ERPR-9070(949) COUNTY PROJECT NO. MCP 48-81-20

MARSHALL COUNTY, ALABAMA

SEALED BIDS WILL BE RECEIVED BY THE MARSHALL COUNTY COMMISSION AT THE MARSHALL COUNTY ENGINEERING DEPARTMENT, 424 BLOUNT AVENUE, GUNTERSVILLE, ALABAMA 35976 UNTIL 2:00 PM on SEPTEMBER 8, 2022 AND AT THAT TIME PUBLICLY OPENED FOR CONSTRUCTING THE FOLLOWING:

ROTATIONAL SLIDE REPAIR ON CR-5 (CATHEDRAL CAVERNS HIGHWAY) NEAR DAR SCHOOL.

THE BRACKET ESTIMATE ON THIS PROJECT IS FROM \$450,000 TO \$600,000. THIS BRACKET RANGE IS PROVIDED ONLY AS A GENERAL INDICATION OF A BROAD FINANCIAL SIZE CATEGORY FOR THE PROJECT. IT SHOULD NOT BE USED IN PREPARING A BID, NOR WILL IT HAVE ANY BEARING ON ANY DECISION TO AWARD THE CONTRACT. THE PRINCIPAL ITEMS OF WORK ARE APPROXIMATELY AS FOLLOWS:

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>
1. Clearing and Grubbing	1	LS
2. Removing Guardrail	260	LF
3. Removing End Anchor	1	Each
4. Unclassified Excavation	805	CY
5. Borrow Excavation	98	CY
6. Aggregate (ALDOT #57)	5	Ton
7. Soldier Pile Wall	3410	SF
8. Mobilization	1	LS
9. Rip Rap, Class 2	15	Ton
10. Filter Blanket, Geo	12	SY
11. Slope Paving	11	CY
12. Guardrail, Class A, Type 2	307	LF
13. End Anchor, Type 20	1	Each

THE ENTIRE PROJECT SHALL BE COMPLETED WITHIN SEVENTY-FIVE (75) WORKING DAYS.

A cashier's check (drawn on an Alabama Bank) or Bid Bond for 5% of the amount bid (maximum of \$10,000.00) and made payable to the Marshall County Commission must accompany each bid as evidence of good faith. It is not required that a contractor be licensed in order to submit a bid; however, prior to award of a contract proper proof of all applicable licensure must be provided by the contractor. Proof of insurance coverages of the types and amounts as set forth in the project specifications will be required of the contractor, and any and all subcontractors, prior to beginning work. The contractor will be required to perform work amounting to at least 30% of the total contract cost with his own organization.

Contractor prequalification is not required to bid on this project. However, the award of the contract will not be made to any bidder who, at the time of the award, is considered by the Alabama Department of Transportation (ALDOT) to be disqualified from bidding, not to any bidder who is an affiliate of or has a corporate officer, director, or principal owner who is a corporate officer, director, or owner of, another person who is presently disqualified by ALDOT. Further details and definitions regarding this provision are included in the project specifications.

To be eligible for consideration, bids must be submitted on complete original proposals made available by the owner. Bid documents (including plans and proposals) are available at the Madison County Engineering Department upon payment of a refundable (if plans are returned in reusable condition with 10 days of bid opening) deposit of 4100. Checks shall be made payable to the Marshall County Commission. Bid documents will be mailed only upon receipt of deposit. No bid document will be distributed later than 24 hours prior to the scheduled opening of bids.

This is a federal funded project. The proposed work shall be performed in conformity with the rules and regulations for carrying out the Federal Highway Act and other acts amendatory, supplementary, or relative thereto. This project is subject to the contract work hours and safety standards act and its implementing regulations. MBE/DBE goals have been established for this project.

Minimum wage rate for this project have been pre-determined by the secretary of labor and are set forth in the advertised specifications.

In accordance with TITLE VI of the Civil Rights Act of 1964, 78 STAT.252, 42 U.S.C. 2000D and 2000D-4 and TITLE 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, all bidders are hereby notified that it will be affirmatively ensured that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, or national origin in consideration for an award.

The right to reject any or all bids and disregard any minor irregularities is reserved by the owner.

PROPOSAL
FOR THE CONSTRUCTION OF FEDERAL AID
PROJECT No. ERPR-9070(949) MCP 48-81-20
Marshall County, Alabama

Date: _____

Time: _____

Proposal of _____

(Name of Bidder)

License No. _____ of _____

(Not required to bid)

(Address)

For constructing: Rotational Slide Repair on CR-5 (Cathedral Caverns Highway) 0.5 miles from
Swearengin Road in Marshall Road (FHWA Disaster #AL 2020-01)

In the County of Marshall, State of Alabama

The plans are composed of drawing identified as follows:

FEDERAL AID PROJECT No. ERPR-9070(949) COUNTY PROJECT No. MCP 48-81-20

The specifications are hereto attached.

TO THE CHAIRMAN OF THE MARSHALL COUNTY COMMISSION:

SIR: The following Proposal is made on behalf of the undersigned and not others. Submittal of this bid on these COMPLETE ORIGINAL DOCUMENTS furnished by the owner constitutes evidence of authority for the undersigned to bid on this project.

The undersigned has carefully examined the plans for this project, the Alabama Department of Transportation Standard Specification for Highway Construction, Latest Edition, including the special provisions hereto attached, and has also personally examined the site of work. On the basis of the specifications and plans the undersigned proposes to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all material in the manner specified.

The undersigned further agrees to complete the entire project in Seventy-five (75) working days. MBE/DBE participation is encouraged; however, no specific MBE/DBE goals have been established for this project.

The undersigned understands that the quantities below are approximate only and are subject to either increase or decrease and hereby proposes to perform any increased or decreased quantities of work in accordance with said Specifications. The undersigned further understands and specifically agrees that in the making of this proposal, in case of error in the extension of prices in the bid, unit process will govern.

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):

ADDENDUM NO.	Date Issued	ADDENDUM No.	Date Issued
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned understands and agrees that the above-listed Addenda are made, by referenced, a part of this proposal document, the same as if they had been originally included herein.

In accordance with DIVISION 100 of the Specifications, unless modified by special provisions included herein the timetable for the award and execution of the contract, return of bid guaranties, and issuance of a work order ("notice to proceed") will be generally as follows (see specification and special provision for further details):

Bid Guarantees Returned:

Successful Bidder: After contract & bonds executed and approved. May be allowed to substitute bond for check after 30 days after bid opening.

Next 2 Lowest bidders: 15 days after bid opening, or after successful bidder's contract and bonds approved if before the 15 days.

All others: After bids are tabulated and checked.

Award of Contract: Within 30 days after bid opening, or later if agreed to.

Execution of Contract: Contractor must execute within 15 days after presentation for signature. May be extended no more than 5 days by owner.

Approval of Contract: Owner approves within 20 days after presentation by contractor unless contractor agrees to a longer period.

Work Order issued: Within 15 days after approval and execution of contract by owner. May be extended by agreement.

Time charges begin: Within 15 days pf issuance of Work Order, or when work begins, whichever occurs first.

Any allowable extensions made in this timetable are to be made in writing.

CONTRACT SCHEDULE

WITH SPECIAL REGARD TO SPECIFICATION SECTION 102.06, "PREPARATION OF PROPOSAL", AS REVISED BY THE SPECIAL PROVISIONS, THE FOLLOWING REPRESENTS THE BIDDER'S SCHEDULE OF CONTRACT UNIT PRICES FOR THIS PROPOSAL (bidder to complete below):

LINE NO.	ITEM NO.	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	AMOUNT BID
1	201A 002	Clearing and Grubbing (Max allowable bid \$8000 per Acre) (approx. 5 acres)	1 Lump Sum	\$	\$
2	206D 001	Removing Guardrail	260 LF	\$	\$
3	206E 008	Removing End Anchors (All Types)	1 Each	\$	\$
4	210A 000	Unclassified Excavation	805 CY	\$	\$
5	210D 001	Borrow Excavation (Loose Truckbed Measurement)	98 CY	\$	\$
6	430B 003	Aggregate Surfacing (ALDOT #57)	5 Ton	\$	\$
7	572B 030	Soilder Pile Retaining Wall, Permanent Ground Anchor	3410 SF	\$	\$
8	600A 000	Mobilization	1 Lump Sum	\$	\$
9	610C 001	RipRap, Class 2	15 Ton	\$	\$
10	610D 003	Filter Blanket, Geotextile	12 SY	\$	\$
11	614A 000	Slope Paving	11 CY	\$	\$
12	630A 001	Profile Sheet	307 LF	\$	\$
13	630C 050	Steel Beam Guardrail, Class A, Type 2	1 Each	\$	\$
14	650A 000	Topsoil	58 CY	\$	\$
15	652A 100	Seeding	1 Acre	\$	\$
16	654A 001	Solid Sodding (Bermuda)	1320 SY	\$	\$
17	656A 010	Mulching	1 Acre	\$	\$
18	659C 001	Erosion Control Product, Type S3	640 SY	\$	\$
19	665A 000	Temporary Seeding	1 Acre	\$	\$
20	665B 001	Temporary Mulching	3 Ton	\$	\$
21	665G 001	Sandbags	75 Each	\$	\$
22	665J 002	Silt Fence	330 LF	\$	\$
Continued on next page					

CONTRACT SCHEDULE

WITH SPECIAL REGARD TO SPECIFICATION SECTION 102.06, "PREPARATION OF PROPOSAL", **AS REVISED BY THE SPECIAL PROVISIONS**, THE FOLLOWING REPRESENTS THE BIDDER'S SCHEDULE OF CONTRACT UNIT PRICES FOR THIS PROPOSAL (bidder to complete below):

LINE NO.	ITEM NO.	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	AMOUNT BID
23	665N 000	Temporary Coarse Aggregate, ALDOT No. 1	20 Ton	\$	\$
24	665O 001	Silt Fence Removal	330 LF	\$	\$
25	680A 001	Geometric Controls	1 Lump Sum	\$	\$
26	740B 000	Construction Signs	370 SF	\$	\$
27	740D 000	Channelizing Drums	50 Each	\$	\$
28	740E 000	Cones (36 inches high)	50 Each	\$	\$
29	740F 002	Barricades, Type III	2 Each	\$	\$
30	740M 001	Ballist for Cone	50 Each	\$	\$
TOTAL BID AMOUNT:					\$

Project No.: ERPR-9070(949) MCP 48-81-20

City/County: Marshall County

Bid No.: 65-21

Letting Date: September 8, 2022 at 2:00 PM

The undersigned hereby states that this Bid Proposal is to the best of their knowledge, their true and correct bid, except for changes initiated herein, and is submitting these bid sheets for review and consideration.

Contractor's Signature
(Authorized Company Representative)

Date

Other Contractor(s) Signature (if joint venture)
(Authorized Company Representative)

Date

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b)

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5)

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability, making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages, and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. 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 1.d. 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 29 CFR 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 1.b. 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.

b. (1) The contracting officer 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 contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) 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.

c. 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.

d. 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 (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of 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 contracting agency may, after written notice to the contractor, 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 (29 CFR 5.5)

a. 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.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted 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 weekly transmittals. 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. 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 contracting agency for transmission to the State DOT, the FHWA 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 contracting agency.

(2) 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:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete:

(ii) 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 29 CFR part 3:

(iii) 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.

(3) 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 3.b (2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

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.

b. Trainees (programs of the USDOL).

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.

c. **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.

d. **Apprentices and Trainees (programs of the U.S. DOT)**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. 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).

b. 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).

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction 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 29 CFR 5.5(a) 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. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor 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 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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 1 of this section. 29 CFR 5.5.

* S27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.)

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor 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 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees.

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2 Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3 Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4 No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5 The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U S C 3704)

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project

18 U S C 1020 reads as follows

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation, or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation, or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented,

Shall be fined under this title or imprisoned not more than 5 years or both "

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U S C 7606, 2 CFR 200.88, EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts 48 CFR 2.101, 2 CFR 200.326

By submission of this bid/proposal or the execution of this contract or subcontract as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U S C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U S C 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency 2 CFR Part 200, Appendix II

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements 2 CFR 200.326

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction 2 CFR 180.320

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default 2 CFR 180.325

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances 2 CFR 180.345 and 180.350

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded" as used in this clause are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency. 2 CFR 180.335..

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification. 2 CFR 180.700 and 180.800, and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340

3 Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200) 2 CFR 180.220 and 1200.220

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor) "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts) "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor) "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers)

e The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated 2 CFR 1200.220 and 1200.332

f The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold 2 CFR 180.220 and 1200.220

g A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration 2 CFR 180.300, 180.320, 180.330, and 180.335

h Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings

i Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment 2 CFR 180.325

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1 The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements)

2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

.....

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A

1 The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3 The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor) 46 CFR 381.7

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

NOTE: PROPOSAL WILL NOT BE ACCEPTED AND BIDS WILL NOT BE CONSIDERED UNLESS THIS FORM FOR BID BOND IS USED AND SIGNED BY PRINCIPAL AND SURETY, OR UNLESS A CASHIER'S CHECK (DRAWN ON AN ALABAMA BANK) IN THE PROPER AMOUNT IS FURNISHED.

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That the contractor, as **Principal**, and _____
(Name of Surety)

_____, as **Surety**, are held and firmly
bound unto

THE COUNTY OF Marshall County

as **Obligee** in the full and just sum of five percent (5%) of amount bid (Maximum amount - \$10,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said **Principal** is herewith submitting its proposal for Project Number **ERPR-9070(949)** located in the County of Marshall, State of Alabama.

The condition of this obligation is such that:

If the aforesaid **Principal** shall be awarded the contract and said **Principal** will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation will be void; otherwise, the **Principal** and the **Surety** will pay unto the **Obligee** the difference in money between the amount of the contract as awarded and the amount of the proposal of the next lowest acceptable bidder, but not to exceed the total amount of the proposal guaranty. If no other bids are received, the full amount of the proposal guaranty shall be retained and/or recovered as liquidated damages for such default.

Witness our hands and seals this _____ day of _____, 20____.
(Day) (Month) (Year)

SIGNATURE OF INDIVIDUAL BIDDER: (USE ONLY WHERE BIDDER IS AN INDIVIDUAL)

_____, Doing Business As, _____
(Name of Individual) (Business Name)
Business Mailing Address: _____
(Mailing Address)

NAME OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

(Name of Partnership, Joint Venture or Corporation*) - (If Two Corporations**)

Business Mailing

Address: _____

(Address)

BY: _____ (L.S.)
(Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

Business Mailing

Address: _____

(Address)

BY: _____ (L.S.)
(Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

Business Mailing

Address: _____

(Address)

BY: _____ (L.S.)
(Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

*(Corporate Seal)

Attest: _____
(Secretary)

Name of State under the laws of which
the Corporation was chartered:

(State)

**(Corporate Seal)

Attest: _____
(Secretary)

Name of State under the laws of which
the Corporation was chartered:

(State)

SURETY: _____
(Name of Surety)

BY (AGENT): _____
(Attorney in Fact)

AGENT'S ADDRESS: _____

(Mailing Address)

NOTICE: VALID POWER OF ATTORNEY
MUST BE ATTACHED.



SPECIAL PROVISIONS

PROJECT No. ERPR-9070(949) MCP 48-81-20

MARSHALL COUNTY ALABAMA

The following Special Provisions are supplementary requirements and amendments to the 2022 Standard Specifications for Highway Construction, which apply to this project. The requirements and amendments given in these Special Provisions shall take precedence over the requirements given in the Standard Specifications. In case of conflict, the first three Special Provisions listed below shall take precedence over the remaining Special Provisions.

<u>S.P. CODE</u>	<u>SPECIAL PROVISION</u>
FHWA-1273	Form FHWA-1273
22-LPA-001	General Provisions for Projects let by LPA
22-LPA-002	Acceptance for Projects let by LPA
22-FH0002	Title IV Assurance
22-FH0003	Non-Discrimination Statutes and Authorities
22-FH0004	Special Training Responsibilities if EEO Requirements
22-FH0005	Required Contract Provision – Equal Employment Opportunity
22-WR0048	Davis-Bacon Wage Rates
22-GA0010	Mobilization
22-GA0015	Moving and Covering Traffic Control Signs

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27, and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794) and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27, and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below.

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will through independent recruitment efforts fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability, making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women, and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. 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 1.d. 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 29 CFR 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 1.b. 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.

b. (1) The contracting officer 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 contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: January 4, 2022

Special Provision No. 22-LPA-002

EFFECTIVE DATE: January 1, 2022

SUBJECT: Acceptance for Projects let by LPA

Alabama Standard Specifications, 2022 Edition, shall be amended by the modification of SECTION 105 as follows:

SECTION 105 CONTROL OF WORK

105.15 Acceptance.

This Article shall be amended by deleting Article 105.15 as written and the following substituted in lieu thereof:

(a) CONSTRUCTION ACCEPTANCE INSPECTION.

Whenever the LPA considers the work provided for and contemplated by the contract is nearing completion, or within two weeks of written notice of presumptive completion of the entire project by the Contractor, the LPA and all pertinent personnel (its representatives, ALDOT Region, FHWA) will inspect all work in the contract. The Contractor should not presume completion of the entire project until permanent vegetation is established. If the LPA finds that the work has not been satisfactorily completed at the time of the inspection, the Contractor will be advised in writing as to the work to be done or the particular defects to be remedied to place the work in condition for acceptance for maintenance purposes. The Contractor will have a maximum of four weeks to correct and complete the items listed. Time charges should resume if the work is not completed in the four weeks.

(b) PARTIAL ACCEPTANCE FOR MAINTENANCE.

When requested by the Contractor in writing, the LPA may consider accepting a portion of the contract for maintenance prior to all items of work being completed. This will apply to vegetation establishment being restricted by seasonal limitations and all other contract items of work are complete. Once a satisfactory application of seed prescribed by the tables in Section 860 for Fall or Winter has been completed, time charges may be suspended or extended based on seasonal limitations in accordance with 108.07(c) or 108.09. Time charges should resume based on the first available date in the Spring to apply permanent vegetation as shown in the seed mix tables.

The LPA, with concurrence from ALDOT, will notify the contractor that they will assume maintenance of specific items or operations of work and will also indicate which items are not accepted. The partial acceptance letter to the contractor should also detail the disposition of time charges as indicated in the paragraph above.

Additional costs for completing the remaining items of work as a consequence of a partial acceptance such as traffic control and remobilization shall be borne by the Contractor. Partial acceptance shall in no way void or alter any terms of the contract.

Once the permanent vegetation has been satisfactorily established and any other pending item of work is completed, the LPA will accept the remaining items of work and assume maintenance of the project henceforth.

(c) FINAL ACCEPTANCE.**1. GENERAL.**

Upon due notice from the Contractor upon presumptive completion of the remaining items of work in Subarticles (a) and (b) above, the LPA and all pertinent personnel will make an inspection. If all construction provided for and contemplated by the contract is satisfactorily completed, that inspection shall constitute the final inspection.

2. VEGETATION BONDS.

When directed by the LPA, the Contractor shall provide a vegetation bond covering sustained growth of established or planted vegetation. The bond shall be of sufficient value to cover all costs associated with the replanting or reestablishment of the vegetation should it become necessary. The dollar amount of the bond shall cover all costs for the labor, materials, and equipment required for traffic control, temporary erosion and sediment control, and permanent vegetation establishment. The period of time covered by the bond will not be required to be greater than 12 months unless shown otherwise on the plans. Vegetation bonds should not be used as a substitute for established vegetation of a permanent species.

3. ACCEPTANCE FOR MAINTENANCE.

Upon satisfactory completion of the work as noted in Item 105.15(c)1. above, the LPA will notify ALDOT that the contractor has completed all work required by the contract. After ALDOT has concurred with the LPA's recommendation, the LPA will advise the Contractor in writing that the work has been accepted and the LPA will assume the maintenance thereof subject to the "record check" of materials and workmanship.

4. NPDES TERMINATION.

Within 10 days of Acceptance for Maintenance, the LPA will request NPDES Permit Termination as outlined in Subarticle 107.21(d). The Contractor shall be responsible for stormwater runoff control on the project until the NPDES Permit is terminated or 30 calendar days after the LPA's request for termination has been processed, whichever is less. The Contractor is also responsible for correcting problems associated with onsite erosion and off site sedimentation deposition during this time.

5. CONTRACTOR'S ADVERTISEMENT OF COMPLETION.

The Contractor, immediately after receiving Notice of Acceptance for Maintenance, shall give notice of said completion by an advertisement for a period of four successive weeks in some newspaper in general circulation published within the county in which the project is located. Final settlement with the contractor will not be made prior to the expiration of 30 days after the completion of the notice, although in fact, due to the amount of time generally taken up in complying with other requirements, final settlement will likely take well in excess of 30 days. If the project is located in more than one county, an advertisement shall be given in a newspaper of general circulation published within each county in which the project is located. Proof of publication of said notice shall be made by the Contractor to the LPA, by affidavit of the publisher, and a printed copy of the published notice. If a newspaper is not published in a county where work is done, the notice may be given by posting at the courthouse for 30 days and proof of same shall be made by the Probate Judge or Sheriff and the Contractor.

In cases where contractors are performing contracts of less than fifty thousand dollars (\$50,000) in amount, the governing body of the LPA shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the LPA and shall post notice of final completion on the LPA's bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor will not be made prior to the expiration of one entire week after the posting of the notice, although in fact, due to the amount of time generally taken up in complying with other requirements, final settlement will likely take well in excess of one week.

6. WRITTEN NOTICE OF FINAL ACCEPTANCE.

After completion of all requirements noted in this Article and Article 109.12, the LPA will process the Final Estimate for payment. At this time, the LPA will give the Contractor written notice that the project is completed, and will specify that date as Final Acceptance.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017

Special Provision No. 22-FH0002

EFFECTIVE DATE: January 1, 2022

SUBJECT: Title VI Assurance.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX A, TITLE VI ASSURANCE to FHWA

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set for in Appendix B of 49 C.F.R. Part 21.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitation, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- (6) **Incorporating of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with litigation by subcontractor, or supplier as a result of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 8, 2017

Special Provision No. 22-FH0003

EFFECTIVE DATE: January 1, 2022

SUBJECT: Non-Discrimination Statutes and Authorities.

Alabama Standard Specifications, 2022 Edition, shall be revised by the addition of the following:

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Alabama Department of Transportation and the Federal Highway Administration. The Alabama Department of Transportation and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs

Attachment No. 1**Goals & Timetables**

(41 CFR 60-4.2)

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows

FEMALE**Area Covered – Statewide**

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	6.9%

MINORITY**Area Covered – Etowah, Jefferson, Shelby, St. Clair & Walker Counties**

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	24.9%

Area Covered – Autauga, Barbour, Bullock, Butler, Coffee, Coosa, Covington, Crenshaw, Dale, Dallas, Elmore, Geneva, Henry, Houston, Lowndes, Macon, Montgomery, Perry, Pike & Tallapoosa Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	29.9%

Area Covered – Tuscaloosa County

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	20.6%

Area Covered – Russell County

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	29.6%

Area Covered – Franklin, Lawrence & Morgan Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	11.2%

Area Covered – DeKalb & Jackson Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	8.6%

Area Covered – Baldwin & Mobile Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	25.9%

Area Covered – Choctaw, Clarke, Conecuh, Escambia, Marengo, Monroe, Washington & Wilcox Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	26.4%

Area Covered – Calhoun County

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	14.3%

Area Covered – Bibb, Blount, Cherokee, Chilton, Clay, Cleburne, Cullman, Fayette, Greene, Hale, Lamar, Marion, Pickens, Randolph, Sumter, Talladega & Winston Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	20.7%

Area Covered – Limestone, Madison & Marshall Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	12.0%

Area Covered – Chambers & Lee Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	31.6%

Area Covered – Colbert & Lauderdale Counties

<u>Timetable</u>	<u>Trade</u>	<u>Goals %</u>
Until Further Notice	All	11.9%

"General Decision Number: AL20220138 02/25/2022

Superseded General Decision Number: AL20210138

State: Alabama

Construction Type: Highway

County: Marshall County in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

----- (THE FOLLOWING NOTE DOES NOT APPLY TO THIS CONTRACT) -----

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered	. Executive Order 14026	
into on or after January 30,	generally applies to the	
2022, or the contract is	contract.	
renewed or extended (e.g., an	. The contractor must pay	
option is exercised) on or	all covered workers at	
after January 30, 2022:	least \$15.00 per hour (or	
	the applicable wage rate	
	listed on this wage	
	determination, if it is	
	higher) for all hours	
	spent performing on the	
	contract in 2022.	

If the contract was awarded on	Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	The contractor must pay all
extended on or after January	covered workers at least
30, 2022:	\$11.25 per hour (or the
	applicable wage rate listed
	on this wage determination,
	if it is higher) for all
	hours spent performing on
	that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUAL2019-017 11/13/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 16.32	0.00
ELECTRICIAN.....	\$ 20.41	7.49
FORM WORKER.....	\$ 13.49 **	0.00
HIGHWAY/PARKING LOT STRIPING:		
Laborer.....	\$ 11.86 **	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 19.72	0.00
IRONWORKER, REINFORCING.....	\$ 16.71	0.00
LABORER GRADE CHECKER.....	\$ 15.89	0.00

LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.28 **	0.00
LABORER: Common or General.....	\$ 11.42 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.32 **	0.00
LABORER: Erosion Control.....	\$ 10.46 **	0.00
OPERATOR: Asphalt Spreader.....	\$ 14.87 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 17.09	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.50 **	0.00
OPERATOR: Bulldozer.....	\$ 15.32	0.00
OPERATOR: Crane.....	\$ 24.02	0.00
OPERATOR: Distributor.....	\$ 15.22	0.00
OPERATOR: Grader/Blade.....	\$ 18.16	0.00
OPERATOR: Loader.....	\$ 14.28 **	0.00
OPERATOR: Mechanic.....	\$ 17.37	0.00
OPERATOR: Milling Machine.....	\$ 16.51	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.02	0.00
OPERATOR: Roller.....	\$ 14.00 **	0.00
OPERATOR: Tractor.....	\$ 17.14	0.00
TRAFFIC CONTROL: Flagger.....	\$ 13.39 **	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 12.02 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 14.42 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 15.72	0.00

TRUCK DRIVER: Lowboy Truck.....\$ 15.88 0.00

TRUCK DRIVER: Water Truck.....\$ 12.95 ** 0.00

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: February 14, 2022

GASP No. 22-GA0010

EFFECTIVE DATE: April 1, 2022

SUBJECT: Mobilization.

Alabama Standard Specifications, 2022 Edition, SECTION 600 shall be amended as follows:

SECTION 600 MOBILIZATION

600.04 Method of Measurement.

Subarticle 600.04(a) shall be replaced with the following:

(a) Partial Payment.

Measurement of the item of Mobilization will be on a unit basis for each project or combination of projects included in a single contract. When more than one project is included in one contract, the amount of payment to be made will be based on the percent complete and amount of the entire contract, not the percent complete and amount of each individual project. Once the amount of payment is determined, based on the entire contract, this amount will then be prepared for payment on each individual project based on the percentage of the total contract of which the project is a part.

Partial Payments for mobilization are based on the amount bid for mobilization and the total original contract amount for all items of work. Payments will be made at the time, and in the amounts shown in the following schedules.

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS LESS THAN, OR EQUAL TO 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Contract Amount for Mobilization)		
TIME OF PAYMENT	AMOUNT OF PAYMENT	ACCUMULATED PAYMENT
First Estimate	20 % of the Bid Price for Mobilization	20 % of the Bid Price for Mobilization
After the First Estimate and Upon Completion of 5 % of the Original Contract Amount Excluding Prior Payment for Mobilization	50 % of the Bid Price for Mobilization	70 % of the Bid Price for Mobilization
After the First Estimate and Upon Completion of 50 % of the Original Contract Amount Including Prior Payment for Mobilization	30 % of the Bid Price for Mobilization	100 % of the Bid Price for Mobilization
Note: If 50 % or more of the original contract amount is completed by the first estimate, a payment of 75 % of the Bid Price for Mobilization will be made on the first estimate. The remainder of the Bid Price for Mobilization will be paid on the following estimate.		

SCHEDULE OF PARTIAL PAYMENTS FOR MOBILIZATION WHEN THE CONTRACT BID PRICE FOR MOBILIZATION IS GREATER THAN 12 % OF THE ORIGINAL CONTRACT AMOUNT (Partial Payments are a % of the Original Contract Amount, Except the Final Payment)		
TIME OF PAYMENT	AMOUNT OF PAYMENT	ACCUMULATED PAYMENT
First Estimate	2 % of the Original Contract Amount	2 % of Total Contract Amount
After the First Estimate and Upon Completion of 5 % of the Original Contract Amount Excluding Prior Payment for Mobilization	6 % of the Original Contract Amount	8 % of Total Contract Amount
After the First Estimate and Upon Completion of 50 % of the Original Contract Amount Including Prior Payment for Mobilization	4 % of the Original Contract Amount	12 % of Total Contract Amount
At Acceptance for Maintenance per Item 105.15(c)3.	Remainder of Contract Amount for Mobilization	100 % of Contract Amount for Mobilization

The total sum of all payments shall not exceed the original contract amount bid for the item of Mobilization, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project or moved equipment away from the project and then back again.

ALABAMA DEPARTMENT OF TRANSPORTATION

General Application Special Provision

DATE: April 20, 2022

GASP No. 22-GA0015

EFFECTIVE DATE: August 1, 2022

SUBJECT: Moving and Covering Traffic Control Signs.

Alabama Standard Specifications, 2022 Edition, SECTION 740 shall be amended as follows:

SECTION 740 TRAFFIC CONTROL DEVICES FOR CONSTRUCTION WORK ZONES

740.03 Construction Requirements.

(a) Traffic Control Personnel, Devices, Equipment and Training.

Item 740.03(a)3 shall be replaced by the following:

3. Moving and Covering Traffic Control Signs and Other Devices While Not in Use.

During periods when signs and other devices are not being used for traffic control they shall be removed from the work area, covered with the specified material or otherwise positioned so they do not convey their message to the traveling public. If covered, the covering material shall be 1/2 inch {13 mm} (nominal size) exterior plywood or aluminum composite material cut to fit the shape of the sign panel. The covering material shall be installed in accordance with the plan details and in such manner that no damage will occur to the sign panel during installation. Covering material shall be maintained in a neat and workmanlike manner during its use.

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____,
(Day) (Month)
Two Thousand Twenty Two, by and between the Marshall County Commission,
Marshall County, Alabama, party of the first part hereinafter called the **Owner**
and _____ of
(Name of Contractor)
_____, party
(Mailing Address)
of the second part (hereinafter called the **Contractor**), WITNESSETH:

WHEREAS, the **Owner** desires the construction of Rotational Slide Repair on CR5 (Cathedral Caverns Highway) near DAR School (hereinafter called the **Project**), and the **Contractor** desires to furnish and deliver all the material and to do and perform all the work and labor for the said **Project**;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum of one dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The **Contractor** promises and agrees to furnish and deliver all the material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the construction of the **Project** in Marshall County, Alabama, known as Federal Aid Project Number ERPR-9070(949 MCP 48-81-20, in strict and entire conformity with the provisions of the Contract, and the Notice to Contractors and the Proposal, and the Plans and Specifications (including Special Provisions) prepared by (or for) the **Owner**, the originals of which are on file with the **Owner**, and which said Plans and Specifications and the Notice to Contractors and the Proposal are hereby made a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement.

2. The **Owner** agrees and promises to pay to the **Contractor** for said Work, when completed in accordance with the Provisions of this Contract, the price as set forth in the said Proposal, amounting approximately to _____

(Amount written
in words) dollars (\$ _____),
(Amount in numerals)

payments to be made as provided in said Specifications upon presentation of the proper certificates of the **Owner** and upon the terms set forth in the said Specifications and pursuant to the terms of this Contract.

3. The said work shall be done in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of the **Owner**, subject at all times to the inspection and approval of the United States Secretary of Transportation, or his agents, and in accordance with the rules and regulations made pursuant to the Federal Highway Act and Acts of the Federal Congress, amendatory and/or supplementary thereto.

4. The decision of the **Owner** upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the Work by the said **Contractor** shall be final and conclusive.

5. The **Contractor** agrees to abide by ALDOT's "**Principles of Business Conduct**".

IN WITNESS WHEREOF, THE Marshall County Commission, OF MARSHALL COUNTY, ALABAMA has caused these

presents to be executed by its Chairman, James Hutcheson and _____
(Name of Contractor), the **Contractor**, has hereto set his hand and seal this the day and year above written.

ATTEST:

MARSHALL COUNTY COMMISSION,

County Administrator

By: _____
as James Hutcheson, Chairman

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, or Joint Venture)

ALABAMA CONTRACTOR'S LICENSE NUMBER: _____

By: (X) _____
Contractor's Signature

(X) _____
Witness

(Print Name)

(Print Name)

Title

Title

By: (X) _____
Contractor's Signature

(X) _____
Witness

(Print Name)

(Print Name)

Title

Title

By: (X) _____
Contractor's Signature

(X) _____
Witness

(Print Name)

(Print Name)

Title

Title

BOND

FOR PERFORMANCE OF THE WORK

STATE OF ALABAMA,
_____ COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That _____

_____, as Principal, and,

_____, as Surety,

are held and firmly bound unto the Marshall County Commission OF Marshall County, Alabama,

as Obligee, in the penal sum of _____ Dollars

(\$_____), for the payment of which well and truly to be made, we hereby bind ourselves,

our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound Principal has this day entered into a Contract with the said Obligee, for the construction of Rotations Slide Repair on CR-5 (Cathedral Caverns Highway) near DAR School in Marshall County Alabama, to-wit: known as Federal Aid Project No. ERPR-9070(949) MCP 48-81-20, a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall faithfully and promptly perform said Contract and all the conditions and requirements thereof, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, that upon the failure, in any respect, of the said Principal to promptly and efficiently prosecute said work in accordance with the Contract, the above bound Surety shall, at its own expense, take charge of said work and complete the Contract, pursuant to the terms of the Contract, receiving, however, any balance of the funds in the hands of said Obligee due under said Contract. Said Surety may, if it so elects, by written direction given to the Obligee authorize the Obligee to advertise for bids to complete the said Contract at the expense of said Surety, and such Surety hereby agrees and binds itself to pay the expense of the completion of such work, less any funds in the hands of the Obligee remaining, under said Contract, to be due to said Principal.

In the event said Principal shall fail or delay the prosecution and completion of said work and said Surety shall also fail to act promptly as hereinbefore provided, then said Obligee may cause ten days notice of such failure to be given, either to said Principal or Surety, and at the expiration of said ten days, if said Principal or Surety do not proceed promptly to execute said contract, the Obligee shall have the authority to cause said work to be done, and when the same is completed and the cost thereof estimated, the said Principal and Surety shall and hereby agree to pay any excess in the cost of said work above the agreed price to be paid under said Contract.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract.

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Payment of Labor, Materials, Feed-stuffs or Supplies executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day of _____, 20_____, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, or Joint Venture)

By: (X) _____ Contractor's Signature	(X) _____ Witness
_____ Title/Address	_____ Title
By: (X) _____ Contractor's Signature	(X) _____ Witness
_____ Title/Address	_____ Title
By: (X) _____ Contractor's Signature	(X) _____ Witness
_____ Title/Address	_____ Title

NAME OF SURETY

BY: _____
ATTORNEY-IN-FACT

Countersigned by Alabama Licensed Insurance
Producer for Surety, if applicable:

Producer's Name _____
License No.

Address

NOTICE TO INSURANCE PRODUCER:
Please print or write legibly your name and
complete address below including
PRODUCER'S COMPANY

PRODUCER'S COMPANY

BOND
FOR PAYMENT OF
LABOR, MATERIALS, FEED-STUFFS OR SUPPLIES

STATE OF ALABAMA,
_____ COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That _____

_____, as Principal, and,

_____, as Surety,

are held and firmly bound unto the Marshall County Commission OF Marshall County, Alabama,

as Obligee, in the penal sum of _____ Dollars

(\$_____), for the payment of which well and truly to be made, we hereby bind ourselves,

our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound Principal has this day entered into a Contract with the said Obligee, for the construction of Rotational Slide Repair on CR-5 (Cathedral Caverns Highway) near DAR School, in Marshall County, Alabama, to-wit: known as Federal Aid Project No. ERPR-9070(949) MCP 48-81-20, a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall promptly make payment to all persons supplying him with labor, material, feed-stuffs, or supplies for or in the prosecution of the work provided for in said Contract, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, in the event that the said Principal as such Contractor shall fail to make prompt payment to all persons supplying him with labor, material, feed-stuffs, or supplies for or in the prosecution of the work provided for in such Contract, the above bound Surety shall be liable for the payment of such labor, material, feed-stuffs, or supplies and for the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in suits on said bond as provided in Section 39-1-1, Code of Alabama 1975, as amended.

PROVIDED, further, that said Contractor and Surety hereby agree and bind themselves to the mode of service described in Section 39-1-1, Code of Alabama 1975, as amended, and consent that such service shall be the same as personal service on said Contractor or Surety.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Performance Of The Work executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day of _____, 20____, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, or Joint Venture)

By: (X) _____ Contractor's Signature _____ Title/Address	(X) _____ Witness _____ Title
By: (X) _____ Contractor's Signature _____ Title/Address	(X) _____ Witness _____ Title
By: (X) _____ Contractor's Signature _____ Title/Address	(X) _____ Witness _____ Title

NAME OF SURETY

BY: _____
ATTORNEY-IN-FACT
Countersigned by Alabama Licensed Insurance
Producer for Surety, if applicable:

Producer's Name _____
License No.

Address

NOTICE TO INSURANCE PRODUCER:
Please print or write legibly your name and
complete address below including
PRODUCER'S COMPANY

PRODUCER'S COMPANY

State of _____)
County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject):

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

____ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____ 20____.

WITNESS: _____

Printed Name of Witness

REPORT OF SUBSURFACE EVALUATION AND PRELIMINARY SLOPE STABILITY EVALUATION

Slope Distress on County Road 5 near Grant

Marshall County, Alabama

October 22, 2020

Prepared for:

Mr. Bob Pirando, PE
County Engineer
Marshall County Commission
424 Blount Avenue
Guntersville, AL 35976

Prepared by:

CDG Engineers & Associates, Inc.
6767 Old Madison Pike, Suite 240
Huntsville, AL 35806
Phone: (256) 539-7470

CDG Project No. R912220413

www.cdge.com





Engineering. Environmental. Answers.

6767 Old Madison Pike
Suite 240
Huntsville, AL 35806
Tel (256) 539-7470
Fax (256) 539-7473

www.cdge.com

October 22, 2020

Marshall County Commission
424 Blount Avenue
Guntersville, Alabama 35976

Attention: Mr. Bob Pirando, PE, County Engineer

Regarding: Report of Subsurface Exploration and Preliminary
Slope Stability Evaluation
Slope Distress on County Road 5 near Grant
Marshall County, Alabama
CDG Reference Number: R912220413

Dear Mr. Pirando:

CDG Engineers & Associates, Inc. (CDG) has completed the authorized slope stability evaluation for the above referenced project in Marshall County, Alabama. Our services were provided in general accordance with a proposal entitled *Proposal to Provide Topographic Survey, Subsurface Exploration and Slope Stability Evaluation* dated June 22, 2020 and authorized on July 1, 2020.

The purposes of this study were to determine general subsurface conditions at specific soil test boring and rock coring locations and to provide preliminary geotechnical recommendations relative to remediation of the distressed slope. This report presents the subsurface information encountered at the boring and core locations, laboratory test results, and our preliminary recommendations associated with the project.

We appreciate the opportunity to work with you on this project. Please call if you have any questions or need additional information.

Sincerely,

CDG Engineers & Associates, Inc.

W. Brandon Bounds

W. Brandon Bounds, EI
Project Professional



ALBERTVILLE
ANDALUSIA
AUBURN
DOTHAN
GADSDEN
HOOVER
HUNTSVILLE

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Appendices

Appendix A – Project Location Maps

Appendix B – Boring Location Plan

Appendix C – Boring Logs

Appendix D – Soil Slope Stability Analyses

1.0 Scope of Services

Our services included a topographic survey, performing a subsurface exploration, conducting field and laboratory soil tests, and preparing a preliminary slope stability report of our findings. Following is the specific scope of services performed for the Slope Distress on County Road 5 project:

- Topographic survey within and adjacent to the observed limits of the existing slope distress.
- Site reconnaissance and geologic map review.
- Mobilization of a CME 550x ATV-mounted drilling rig.
- Two (2) soil test borings were performed at accessible locations along the crest of the existing embankment where distress was identified. The borings contained Standard Penetration Tests at 2½-foot intervals. The borings were performed on July 20 and 21, 2020 and extended to ±5½ and ±23½ feet below the existing ground surface, at which depths the borings encountered auger refusal.
- Rock coring was performed at the test locations. Coring extended to additional depths of 8½ and 10 feet below refusal. Rock coring at B-1 was performed at a 5 feet offset location due to the original hole becoming too inclined for the rock core tooling.
- A piezometer was installed at one boring location (B-1) to determine a long-term, stabilized depth to groundwater.
- Laboratory tests to determine site-specific soil classification characteristics. Tests included the following: Natural Moisture Content (10 tests), Grain Size Analysis (5 tests), and Atterberg Limits (5 tests).
- Evaluation of the information gathered during the subsurface exploration and laboratory testing program and preparation of this preliminary slope stability report. The report addresses the following items:
 - Site description, including existing slope configurations.
 - Project description.
 - Local geology and its implications for slope stability.
 - Subsurface conditions encountered in the borings and rock cores.
 - Groundwater levels at the time of the field work and a delayed measurement at the piezometer location.
 - Laboratory test results.
 - Preliminary recommendations for alternatives to remediate the slope. Detailed design of a remediation plan is not included in the current scope of services.

2.0 Site Description and Existing Slope Configurations

The site is located along County Road 5 approximately 1,100 feet southeast of its intersection with Fishtrap Road in Marshall County, Alabama. CR-5, in the vicinity of the project, is a two-lane, asphalt surfaced roadway. An available plan set [*Plan and Profile of Proposed State Highway from Grant to Woodville*; APL-0217(003)] indicates that the roadway was originally constructed in the 1970's.

Site visits were performed on June 4, 2020 and July 20, 2020 to document the existing slope distress and site conditions. Additionally, topographic survey data was collected on July 13, 2020 and used to document inclinations of the existing slope. The fill embankment along the distressed segment of roadway exhibited a maximum slope inclination on the order of 1.5(H):1(V) within approximately 45 feet of the horizontal limit of the roadway. Beyond 45 feet, the slope inclination gradually flattened to 2(H):1(V) or flatter, and the slope continues to a distance of 150+ feet beyond the roadway. Topographic survey data indicates that the elevation at the crest of the distressed slope ranges from approximately ±EL 1150' to ±EL 1158'. The height of the existing embankment exceeds 75 feet.

At the time of the field work, evidence of tension cracking was noted within the northbound lane of CR-5, adjacent curb and gutter, and unpaved shoulder. The cracking continued for a distance of approximately 150 feet along the roadway alignment. Vertical displacements from the cracking were observed to be less than approximately 2 inches, and horizontal displacements at the cracks were generally hairline size to approximately ½ inch.

Based on our observations, the roadway cross section was in a deep, rock cut adjacent to the southbound lane and a deep fill adjacent to the northbound lane. Therefore, it appears the roadway is underlain by both undisturbed rock and previously placed fill. The observed distress in the northbound lane appeared to occur in an area underlain by fill.

The downhill slope was vegetated with mature hardwood trees and underbrush and surfaced with large boulders and plant litter. Hand-probing with a steel rod revealed that intermittent zones of low-consistency soils were present along the face of the slope to a depth of approximately 24 inches. The following pictures indicate conditions observed at the time of the evaluation.



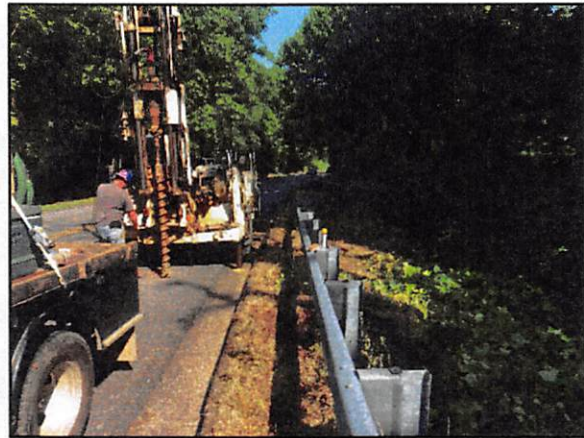
Slope Face Northeast of CR-5



Crest of Slope NE of CR-5



Crest Looking South at NB Lane



Crest Looking North at NB Lane



Rock Cut SW of CR-5



Ditch Line Along SW Edge of CR-5

We understand the distress was originally documented in the early months of 2020. A nearby weather station in Huntsville, Alabama (KHSV) recorded ± 42.4 inches of rain between December 2019 and March 2020, which is 205% times the average rainfall for that period.

3.0 Local Geology

A review of available geologic data (*Digital GIS data provided by the USGS*) indicates that the site is located in the Cumberland (or Appalachian) Plateau physiographic province. Specifically, the site is located near the contact of the Pottsville Formation, Pennington Formation and Bangor Limestone. At this site, sandstone associated with the Pottsville Formation was observed below the refusal depth in the borings; therefore it appears the site is immediately underlain by the Pottsville Formation. A *Site Geology Map* is provided in **Appendix A**.

The overlying, residual soils in the Pottsville typically consist of various mixtures of sand, silt, and clay. The sands are generally fine-grained and contain a large percentage of silt and clay. Although not common in the Pottsville, the clay can exhibit a high plasticity. Plastic clays shrink and swell with variations in natural moisture content.

The typical subsurface profile in the Pottsville consists of residual soil overburden that gradually transitions to decomposed rock and finally into un-weathered rock. The consistency of the soil overburden generally increases with depth. The shale is more prone to weathering than the sandstone; therefore, excavation in the Pottsville can reveal sequences of clay or very soft shale below beds of un-weathered sandstone. As sandstone is typically more resistant to weathering than shale, ridges generally consist of sandstone and valleys are often underlain by shale.

Springs are often present in the Pottsville Geologic Formation. Springs generally develop when water becomes trapped in the porous sands overlying relatively impermeable silts and clays. The springs can be present continually; however, additional springs and greater flow rates are typically present during periods of high rainfall.

4.0 Field and Laboratory Testing

4.1 Soil Test Borings and Rock Coring

The field investigation included performing two (2) borings along the crest of the distressed slope. The sampling and penetration procedures of the soil test borings were performed in general accordance with ASTM D-1586, using a with a power rotary drilling rig using continuous flight, hollow stem augers. Standard Penetration Tests (SPT) were performed in the soil borings by driving a standard 1½-inch inside diameter and 2-inch outside diameter split spoon sampler with a 140-pound hammer falling 30 inches.

The number of hammer blows required to drive the sampler a total of 18 inches, in 6-inch increments, were recorded. The penetration resistance, or "N" value, is the sum of the blows required to drive the sampler the final two 6-inch increments. The N-values are indicated on the *Boring Logs* in **Appendix C** adjacent to their corresponding depths. Penetration resistance is used as an indicator of various soil parameters from empirical correlations.

Below the refusal depth in the borings, rock coring was performed in general accordance with ASTM D 2113, *Standard Practice for Rock Core Drilling and Sampling of Rock for Site Investigation*, using an NQ-size core barrel. The NQ barrel retrieves 1-7/8" diameter rock samples through a series of continuous runs. At this site, run lengths of between 42 and 60 inches (or 3.5 and 5 feet) were utilized.

4.2 Laboratory Testing

During the field investigation, a representative portion of each recovered sample was sealed in plastic bags and transported to our laboratory for engineering classification (ASTM-2487) and laboratory testing. The description and stratification of the soil conditions, using the Unified Soil Classification System, are illustrated in the form of soil profiles on the *Boring Logs* in **Appendix C**. To aid in soil classification and determining site-specific soil characteristics, selected soil samples were tested for natural moisture content (ASTM D-2216), Particle Size Analysis (ASTM D-422), and Atterberg Limits (ASTM D-4318).

5.0 Subsurface Conditions

The subsurface exploration included performing two (2) soil test borings and rock cores at the crest of the fill embankment along CR-5. One (1) boring was performed within the limits of existing distress, and one (1) boring was performed north of the distressed area. The boring locations were established using a handheld GPS device, and their approximate locations are shown on the *Boring Location Plan* in **Appendix B**.

Details of the conditions encountered at the test locations are contained on the *Boring Logs* in **Appendix C**. The stratification lines indicated on the logs represent the approximate boundaries between soil types. The actual transitions may be gradual. The soil conditions noted on the logs represent conditions encountered at the location and time tested. Significant changes in subsurface conditions can occur over a short distance or period of time. The general subsurface conditions encountered at the test locations are described below.

5.1 Surficial Materials

The borings were performed within the existing CR-5 travel way. Therefore, the borings initially encountered asphalt and base materials at the ground surface. The depth of the existing asphalt at the boring locations was 5 inches.

5.2 Existing Fill

Existing fill was encountered in boring B-1 underlying existing pavement associated with County Road 5. As encountered in the boring, the fill consisted of silty sand with varying amounts of rock and gravel fragments. The fill extended to a depth of $\pm 13\frac{1}{2}$ feet below the existing ground surface.

Standard Penetration Test (SPT) N-values in the fill ranged from 2 to 36 blows per foot (bpf) and averaged 11 bpf. The fill generally exhibited a very loose to medium dense consistency to a depth of approximately 11 feet. Below this depth, the fill exhibited a dense consistency immediately overlying the residual soils.

The natural moisture content of selected samples of the fill ranged from 9% to 13%. Tested samples of the fill were non-plastic to moderately plastic with Liquid Limits (LL) ranging from non-plastic (NP) to 15 and Plasticity Indices (PI) ranging from NP to 3. The tested fill samples contained between 20.4% and 44.1% fine-grained (silt and clay size) particles. Based on USCS classification guidelines, the fill is classified as silty sand (SM).

5.3 Residual Soil

Residual soils are naturally occurring and appear to have formed by the gradual decomposition of the underlying geologic formation. Residuum associated with the Pottsville geologic formation was encountered in the borings underlying the existing pavement or fill. The residual soil layer extended to approximately 5½ and 23½ feet below the existing ground, at which depths auger refusal was encountered. As encountered in the borings, the residuum generally consisted of silty sand with rock fragments or clay with fine sand. SPT N-values in the residuum ranged from 9 to greater than 50 bpf and averaged 43 bpf. The residual soils exhibited a dense to very dense (non-cohesive) or stiff (cohesive) consistency.

The natural moisture content of selected samples of the residuum ranged from 3% to 16%. Tested samples of the residuum were non-plastic to moderately plastic with LL values of NP and 33 and PI values of NP and 13. The tested residuum samples contained 31.3% and 92.9% fine-grained (silt and clay size) particles. Based on USCS classification guidelines, the residual soil samples are classified as silty sand (SM) and clay with fine sand (CL).

5.4 Auger Refusal

Auger refusal is defined as the depth at which further penetration with available drilling equipment is impractical. At this site, a CME-550 ATV drilling rig with hollow-stem augers was utilized for the subsurface investigation. Auger refusal was encountered in the borings at depths of ±6 feet (B-2) to ±23½ feet (B-1) below the existing ground surface.

5.5 Pottsville Formation

Refusal materials were sampled at the test locations to additional depths of ±8½ and ±10 feet below auger refusal. The cored materials consisted of sandstone of the Pottsville geologic formation and are shown in the image below. Retrieved core samples were generally tan and gray, moderately weathered, exhibited very close to medium fracture spacing, fine-grained, and hard or very hard. The cores exhibited recovery values ranging from 55.5% to 94.3% and RQD values ranging from 0% to 71.7%. Therefore, the sampled rock exhibited a very poor to good rock mass quality which generally improved with increasing depth.



Rock Core Samples from Boring B-2

A review of available geologic bedding information (*Geologic Map of the Grant 7.5-Minute Quadrangle, Madison, Marshall, and Jackson Counties, Alabama*; Geological Survey of Alabama, 2007) indicates that geologic formations underlying the site are bedded near horizontally. Additionally, field measurements were taken within the rock cut along the western side of CR-5 to identify site-specific rock dip angles and direction. The field measurements indicate that the bedding of sandstone present at the site appears to be relatively flat, with dip angles ranging from 2 to 12 degrees directed down to the southwest.

5.6 Groundwater

Measurements were made in the open boreholes to determine the depth to groundwater, if present. Groundwater was not encountered in the borings at the time of the subsurface exploration. Additionally, a piezometer installed in boring B-1 was checked on September 11, 2020, fifty-three (53) days following the completion of drilling. Groundwater was not encountered in the piezometer. Based on available data from NOAA, the piezometer was checked during a seasonally drier portion of the year; however, rainfall for August and September 2020 was approximately 42% higher than historical averages for that period. Groundwater depth is highly variable and will often fluctuate due to seasonal variations in precipitation.

Although not encountered at the test locations, we note that perched groundwater is often present within a layered subsurface profile (existing fill / residual soil / rock) similar to the subsurface conditions present at the subject site. Surface water can percolate through the upper soils and become trapped over the less permeable residuum and rock. Additionally, springs are common within the geology at the site. Therefore, the absence of observed groundwater does not preclude the presence of groundwater in other areas of the site or at other times.

6.0 Slope Stability Analysis

6.1 Input Parameters

An analysis of the stability of the existing soil slope was performed using the computer software GeoStudio™ 2016. The SLOPE/W® module within GeoStudio was used to assess the rotational and translational stability of the slope at its configuration. The analysis considers circular, block and composite slip surfaces using the Spencer Method. The Spencer Method is a factor-of-safety, limit-equilibrium procedure that satisfies both force and moment conditions of equilibrium. The geometric configuration of the slope was determined by the topographic survey.

The strength characteristics of the in-situ soils were derived from laboratory test results, typical properties based on USCS classifications provided by NAVFAC (*Foundation and Earth Structures*, p. 7.2-39), and our experience with similar soil types. The soils at the site primarily consisted of low to moderate-plasticity, silty sand fill and residuum as well as sandy clay residuum. Due to the age of the existing fill embankment, the soils were assumed to have exhibit no excess pore water pressures. Therefore, the soil slope was analyzed using effective stress parameters. Additionally, a nominal effective cohesion value was attributed to the soils to prevent theoretical surficial slides when modeling slope stability. Design soil properties used in analysis of the slope are provided in the following table.

Table 7.1 – Design Soil Properties for Soil Slope Analysis			
Soil Consistency and Description	Total Unit Weight (pcf)	c' (psf)	Φ'
Medium dense, silty sand	120	50	32°
Very loose to loose, silty sand	110	25	28°
Dense, silty sand	125	50	34°
Stiff clay	125	200	28°
Intact Sandstone	150	Unyielding	

Two groundwater levels were modeled. An initial analysis was performed with groundwater well below the slide elevation as encountered in the subsurface investigation. As depths to groundwater can vary seasonally and excessive rainfall was documented in the site vicinity during the winter of 2020, an additional stability model was developed that assumes relatively shallow groundwater conditions. The groundwater level was assumed to be at a depth of approximately 8 feet below the existing pavement surface.

6.2 Analysis Results

FHWA guidelines (*Soils and Foundations*, Vol.1; NHI-06-088) recommend a minimum factor of safety (FOS) of 1.30 for fill embankments. Modeling performed for the existing slope configuration and groundwater conditions encountered during the field investigation results in a FOS of 1.63. For the model where the groundwater level is assumed to be elevated and the current slope configuration maintained, the FOS drops to 1.02.

The analyses indicate that the existing slope configuration exhibits an acceptable factor of safety during drier portions of the year and when an elevated groundwater table is not present. **However, the existing slope exhibits an insufficient factor of safety when an elevated groundwater table is present, which is likely during the winter months and/or during periods of unseasonably heavy rainfall.**

Additionally, it should be noted that the existing distress present within CR-5 occurs overlying an area of relatively deep and poorly consolidated fill. Poorly consolidated or improperly compacted fills can exhibit relatively weak strength characteristics and are susceptible to instability. Poorly consolidated fill was not encountered in the boring performed outside of the existing distress. Though detailed cross-sectional topographic information for this site prior to construction of CR-5 is not available, it is likely that the poorly consolidated fill was placed in a localized drainage swale or ravine present in the original site topography.

7.0 Preliminary Recommendations for Slope Remediation

The following is a selection of potential remediation alternatives considered for the CR-5 slope distress. A combination of the provided alternatives may prove to be the most cost efficient and effective solution. The final remediation plan should be determined in conjunction with a detailed geotechnical design.

7.1 Slope Flattening

A straightforward solution to slope instability is flattening existing slopes to a more stable inclination. Flattening results in a net increase to the materials present on the resisting side of the slope equilibrium model, thus increasing the factor of safety. Factors affecting the cost and feasibility of this option include availability of property for flattening, proximity of protected features, property acquisition costs, and material/installation costs.

7.2 Over-Excavation and Geosynthetic Stabilization

Both reinforced soil slopes (RSS) and mechanically stabilized earth (MSE) retaining walls utilize geosynthetics to reinforce a soil mass. MSE walls typically utilize near-vertical facing elements and high-strength backfill within the reinforced zone. In contrast, RSS generally do not contain facing elements and are therefore inclined at angles of 70 degrees from horizontal or less. Both solutions may be installed using conventional construction techniques. RSS walls in particular can be constructed with non-manufactured borrow materials. A major drawback to both RSS and MSE installation is that a relatively large excavation is required to remove unsuitable material and install appropriate reinforcement lengths. For this site, all poorly consolidated fill would require removal to found the RSS or MSE structure on high-consistency residuum or rock.

7.3 Rock Anchors

Rock anchors are an alternative frequently used in combination with horizontal beams or concrete bearing blocks to provide stability to slopes. The anchors are installed by directionally drilling into the intact rock underlying the soil overburden. Anchors are then installed into the borehole at inclinations from 15 to 30 degrees from horizontal and grouted with neat cement. Typical bond lengths into the rock range from 10 to 30 feet and will depend on the continuity and consistency of the rock mass. Rock anchoring generally requires less working space, smaller equipment, and less time than competing rigid reinforcement techniques.

7.4 Vertical, Rigid Inclusions

Rigid inclusions may take many forms including driven steel piles, drilled shafts/auger cast piles, and stone columns (rammed aggregate piers). However, they all function by intercepting the potential failure plane and providing additional frictional or shear strength along that plane. A subsequent increase in the factor of safety against slope failure is realized. In contrast to rock anchors, inclusions are typically installed vertically and to a high-strength soil stratum or rock.

7.5 Preliminary Recommendations for Selection of an Alternative

The height of the existing embankment is 75+ feet, and it extends horizontally for 150+ feet from the edge of the existing roadway. Therefore, due to the volume of structural fill required and the likely need for right-of-way acquisition, slope flattening is unlikely to be a viable alternative for this site.

Both the reinforced soil slope and mechanically stabilized earth (MSE) options are viable solutions for remediation. Additionally, these alternatives can be relatively inexpensive to construct when compared to other options. However, excavations required for installation of geosynthetic would extend into the limits of the existing roadway. Therefore, temporary closure of the roadway during construction is likely to be required. Because distress within the slope at this site is currently minimal and allows for continued vehicular traffic, it is our opinion that excavation and stabilization with a reinforced soil slope or MSE wall should only be considered if other alternatives are cost prohibitive.

Installation of both rock anchors and vertical, rigid inclusions can likely be performed with limited disturbance to the existing roadway, allowing for at least partial traffic passage during construction operations. Additionally, anchors and inclusions will allow the existing fill to remain and reduce the anticipated earthwork budget. Therefore, we recommend one of these options be considered for more detailed analysis and design.

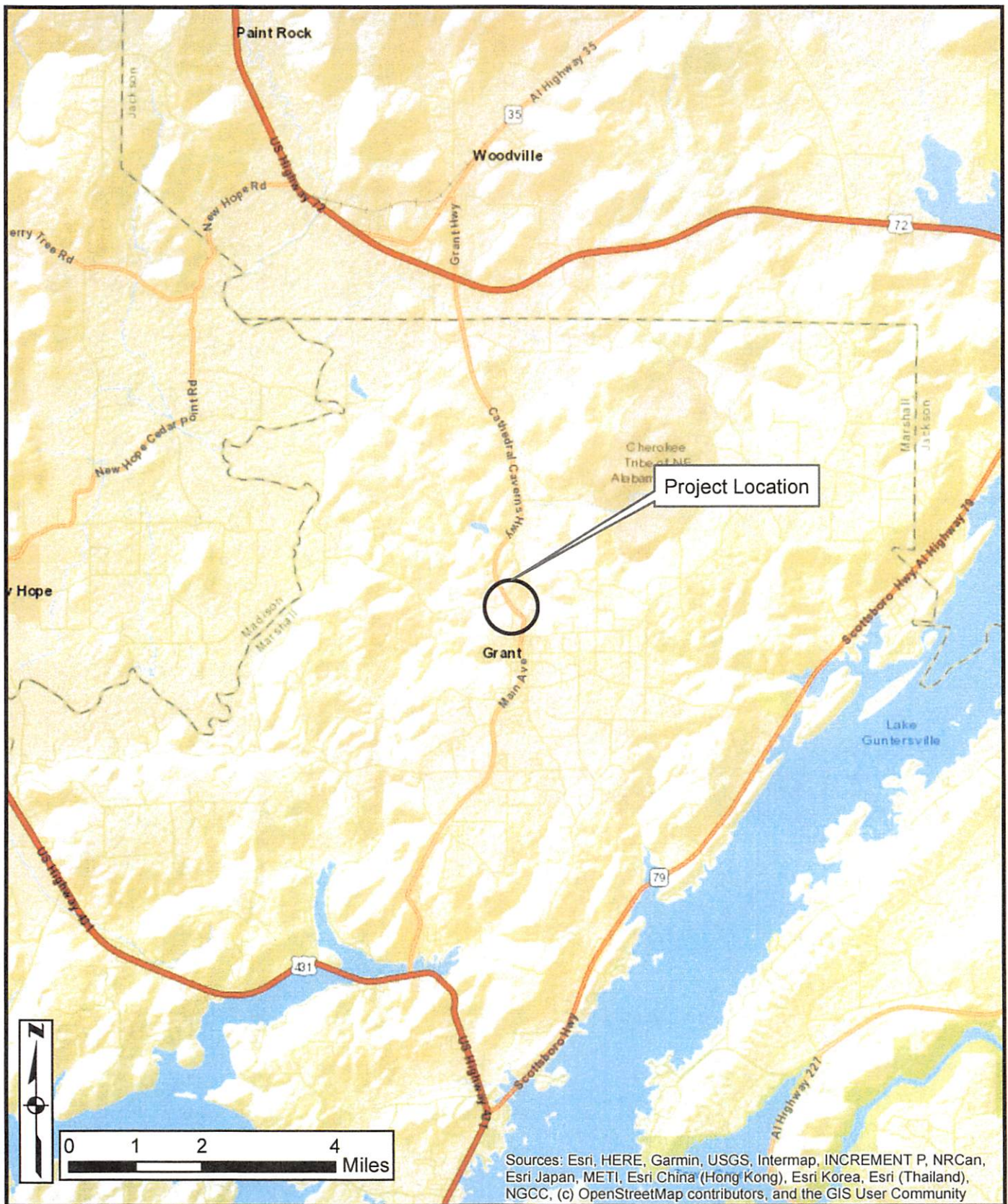
8.0 General Remarks and Closing

This report has been prepared for the exclusive use of the Marshall County Commission for specific application to the **Slope Distress on County Road 5 near Grant** project in Marshall County, Alabama. The recommendations in this report are intended for use on the stated project and should not be used for other purposes. Design assumptions were made based on widely spaced borings. Therefore, variations in soil properties should be expected and may only become apparent during construction.

The conclusions, analyses and recommendations presented in this report are based upon currently accepted engineering principles, practices, and existing testing standards. No other warranty, expressed or implied, is made. The recommendations in this report were developed based solely on the limited information obtained from the field and laboratory testing programs. If significant changes are made in the scope of the project, CDG should be allowed to review our recommendations in light of the changes to determine if additional testing and revised conclusions are appropriate.

Appendix A

Project Location Maps



Site Vicinity Map

CR-5 Slope
Distress Evaluation
CDG Project R912220413
Marshall County, Alabama

Pottsville Formation - Light-gray thick-bedded to massive pebbly quartzose sandstone, containing varying amounts of interbedded dark-gray shale, siltstone, and thin discontinuous coal.

Pennington Formation - Medium-gray shale, containing interbedded limestone, dolomite, argillaceous sandstone, dusky-red and grayish-olive mudstone, and minor shaly coal.

Bangor Limestone - Light-gray oolitic limestone containing interbedded argillaceous, bioclastic, or dolomitic limestone, dolomite, and medium-gray shale.

Pennington Formation

Bangor Limestone

Project Location

Pottsville Formation

Based on Digital GIS Data Provided
by the Geological Survey of Alabama

0 1/2 1 2
Miles

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community



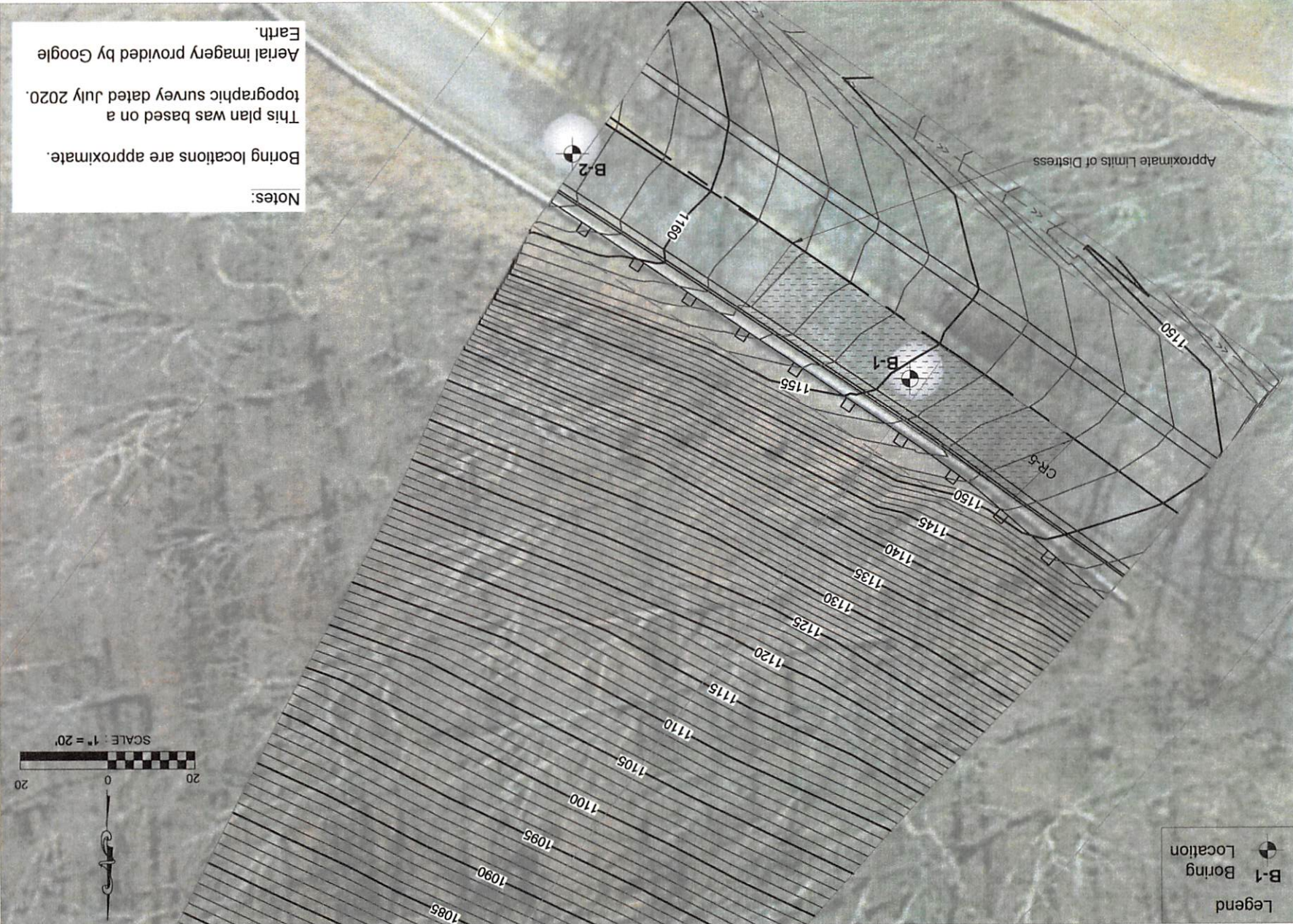
Site Geology Map

CR-5 Slope
Distress Evaluation
CDG Project R912220413
Marshall County, Alabama

Appendix B

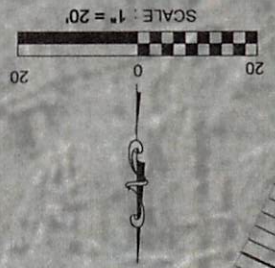
Boring Location Plan

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Legend

- B-1 Boring
- Location



Notes:

- Boring locations are approximate.
- This plan was based on a topographic survey dated July 2020.
- Aerial imagery provided by Google Earth.

Appendix C

Boring Logs

Boring B-1

Engineering. Environmental. Answers.

Page 2 of 2

Project Name: CR-5 Slope Distress Evaluation

Project Location: Grant, Alabama Hammer Type: Automatic

CDG Project Number: R912220413 Method: CME 550 w/ Hollow Stem Augers

Date Drilled: 7/20/2020 Approx. Ground Elevation: +/- 1154 feet

Notes:

5 inches of asphalt present at ground surface. Piezometer installed to a depth of 32 feet. No groundwater encountered during drilling or on 9/11/2020.

☒ - Split Spoon Sample ■ - Rock Core

Depth (ft.)	Approx. Elev. (ft.)	Graphic Log	Material Description	Type	Blows/6" (N-Value)	Rec. % (RQD)	LL	PL	PI	MC	Fines (%)	PPqu (tsf)	Remarks
30	1125.0		SANDSTONE: Moderately weathered, close to medium fracture spacing, light tan and gray, fine-grained, very hard <i>(Continued from previous page)</i> (Pottsville Formation)			94.3 (52.4) 93.3 (70.0)							Begin Run #2 Run Length = 60 inches
35	1120.0		Auger refusal encountered at 23.5 feet. Boring terminated at 32.0 feet.										
40	1115.0												
45	1110.0												
50	1105.0												

Boring B-2

Engineering. Environmental. Answers.

Page 1 of 1

Project Name: CR-5 Slope Distress Evaluation

Project Location: Grant, Alabama Hammer Type: Automatic

CDG Project Number: R912220413 Method: CME 550 w/ Hollow Stem Augers

Date Drilled: 7/20/2020 Approx. Ground Elevation: +/- 1163 feet

Notes:

5 inches of asphalt present at ground surface. No groundwater encountered at time of boring.

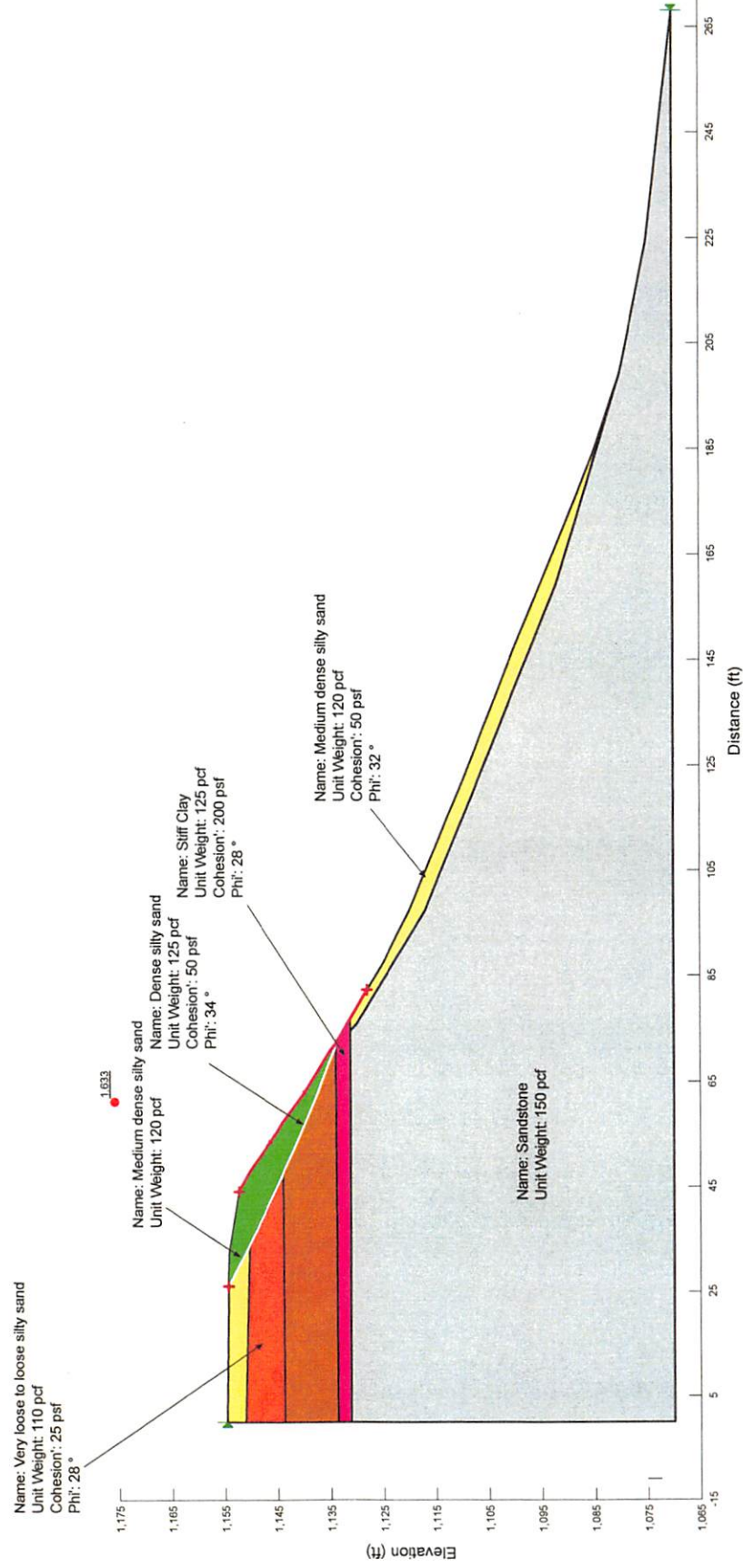
☒ - Split Spoon Sample □ - Rock Core

[illegible]

Appendix D

Slope Analyses

Required Factor of Safety: 1.30
Calculated Factor of Safety: 1.633
Analysis Method: Spencer



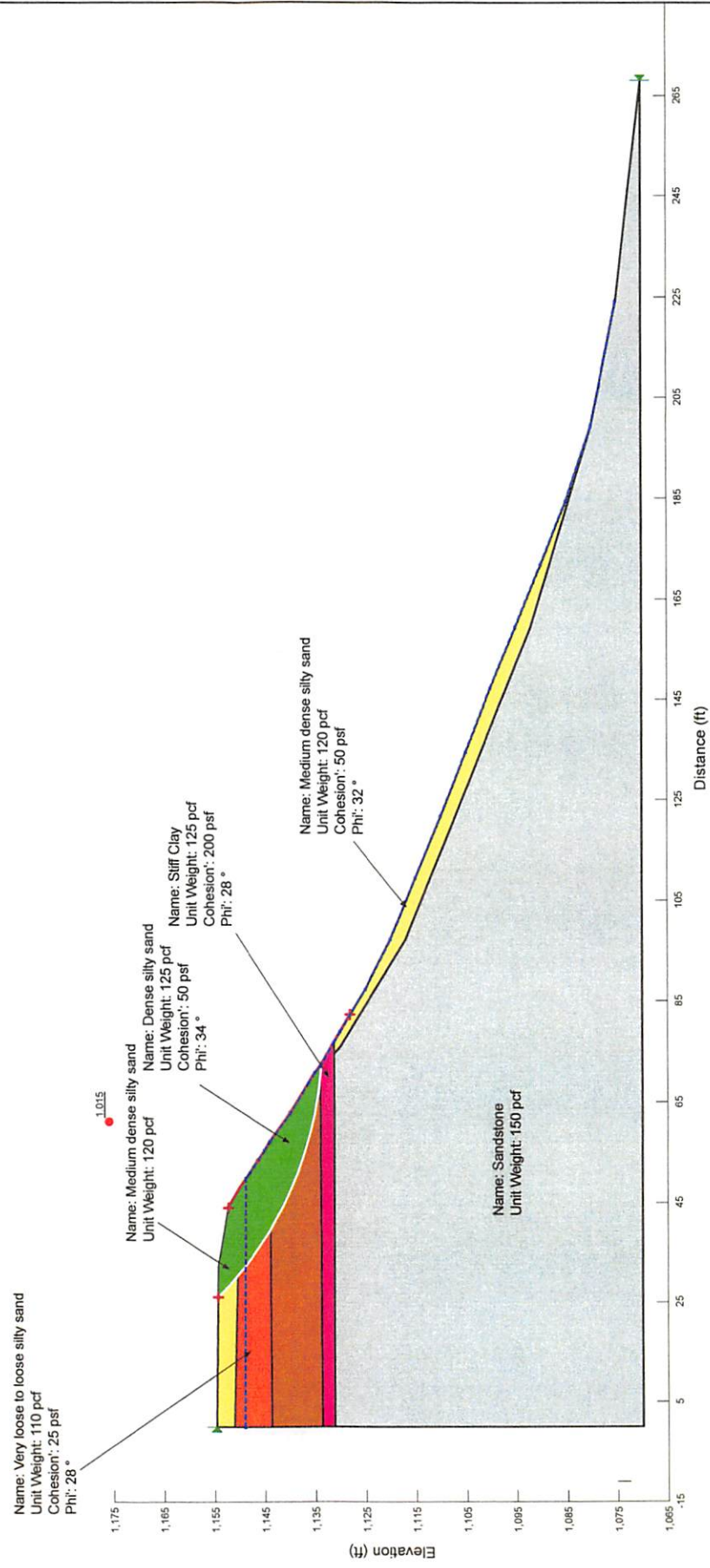
Effective Stress at B-1

Slope Distress on CR-5 with No Groundwater.gsz

10/2/2020

1:250

Required Factor of Safety: 1.30
 Calculated Factor of Safety: 1.015
 Analysis Method: Spencer



Effective Stress at B-1

Slope Distress on CR-5 with High Groundwater.gsz

10/2/2020

1:250

Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, clients can benefit from a lowered exposure to the subsurface problems that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed below, contact your GBA-member geotechnical engineer. Active involvement in the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Geotechnical-Engineering Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared solely for the client. *Those who rely on a geotechnical-engineering report prepared for a different client can be seriously misled.* No one except authorized client representatives should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one – not even you – should apply this report for any purpose or project except the one originally contemplated.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read it *in its entirety*. Do not rely on an executive summary. Do not read selected elements only. *Read this report in full.*

You Need to Inform Your Geotechnical Engineer about Change

Your geotechnical engineer considered unique, project-specific factors when designing the study behind this report and developing the confirmation-dependent recommendations the report conveys. A few typical factors include:

- the client's goals, objectives, budget, schedule, and risk-management preferences;
- the general nature of the structure involved, its size, configuration, and performance criteria;
- the structure's location and orientation on the site; and
- other planned or existing site improvements, such as retaining walls, access roads, parking lots, and underground utilities.

Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.*

This Report May Not Be Reliable

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, that it could be unwise to rely on a geotechnical-engineering report whose reliability may have been affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If your geotechnical engineer has not indicated an "apply-by" date on the report, ask what it should be, and, in general, if you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying it.* A minor amount of additional testing or analysis – if any is required at all – could prevent major problems.

Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface through various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing were performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgment to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team from project start to project finish, so the individual can provide informed guidance quickly, whenever needed.

This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, *they are not final*, because the geotechnical engineer who developed them relied heavily on judgment and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* revealed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a full-time member of the design team, to:

- confer with other design-team members,
- help develop specifications,
- review pertinent elements of other design professionals' plans and specifications, and
- be on hand quickly whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction observation.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note conspicuously that you've included the material for informational purposes only.* To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report, but they may rely on the factual data relative to the specific times, locations, and depths/elevations referenced. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only from the design drawings and specifications.* Remind constructors that they may

perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. As a general rule, *do not rely on an environmental report prepared for a different client, site, or project, or that is more than six months old.*

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, none of the engineer's services were designed, conducted, or intended to prevent uncontrolled migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, *proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration.* Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. *Geotechnical engineers are not building-envelope or mold specialists.*



Telephone: 301/565-2733

e-mail: info@geoprofessional.org www.geoprofessional.org



Engineering. Environmental. Answers.

ALBERTVILLE

806 Lusk Street
Albertville, AL 35950
256.891.3458 Phone
256.891.3459 Fax

ANDALUSIA

1840 E. Three Notch Street
Andalusia, AL 36421
334.222.9431 Phone
334.222.4018 Fax

AUBURN

778 North Dean Road
Suite 200A
Auburn, AL 36831
334.466.9431 Phone
334.466.9430 Fax

DOTHAN

170 East Main Street
Dothan, AL 36301
334.677.9431 Phone
334.677.9450 Fax

GADSDEN

224 Broad Street
Suite 201
Gadsden, AL 35901
256.543.9431 Phone

HOOVER

3 Riverchase Ridge
Hoover, AL 35244
205.403.2600 Phone
205.403.2623 Fax

HUNTSVILLE

6767 Old Madison Pike
Suite 240
Huntsville, AL 35806
256.539.7470 Phone
256.539.7473 Fax

www.cdge.com