

## **ADDENDUM No. 7**

### **MBWWTP SOLIDS PROCESS OPTIMIZATION IMPLEMENTATION PHASE 2 THICKENER UPGRADES CONTRACT NUMBER W-16-017-201**

#### **CITY OF CHATTANOOGA, TENNESSEE**

The following changes shall be made to the Contract Documents, Specifications, and Drawings:

1. **The bid opening date is being pushed back by one week. Revise Specification 00 11 16 with the following:**

Replace "March 8, 2018" with "March 15, 2018".

2. **Revised deadline for bidder questions is Thursday, March 8, 2018, at 4:00 PM.**
3. **Add the attached Specification 00 73 00 Supplemental Conditions (City of Chattanooga standard) to the contract documents; it was inadvertently not included with the bid set.** Revise the Specification Table of Contents accordingly.
4. **Add the attached "Asbestos Containing Materials Inspection Results" as Appendix A of the Specifications.** Revise the Specification Table of Contents accordingly.
5. **Contractor Question:** 01A-06 Notes 6 & 7. Due to the age of the existing materials and the results of the curing and sun fading, etc., it is unlikely that the repair of the brick, mortar, & tile will match the existing. Is it understood that these repairs will not be a perfect match and will be visible as a patch?

**Response:** Repairs of this nature shall be carried out following standard construction practices for municipal treatment plant work. Brick, mortar, and glazed block for use in pump station repairs shall be approved, prior to installation, based on samples of readily available materials submitted to the Engineer and selected by the Owner. It is understood that repairs using approved materials may not match existing materials exactly.

6. **Contractor Question:** For the plug valves specified under Specification 40 05 62: Is the plug material required to be stainless steel, cast iron or ductile iron?

**Response:** Plug material should be cast iron or ductile iron per 40 05 62 Part 2.02.B.

7. **Revise Specification 40 05 62 with the following:**

Delete Part 2.02.C in its entirety.

8. **Contractor Question:** Reference Addendum #5 – in particular, the Gravity Thickener Schedule for drawings 01D-02 & -07. This schedule/table uses the terms "remove" and "reinstall" when describing work associated with the repainting of the "scum troughs/boxes", "thickener drive gear boxes", and "all other ferrous metal items with in the Thickener Tanks and Walkways". Is it a mandate to remove and reinstall (disassemble/reassemble) these items in order to repaint them? Or, can these items be repainted "in place" if possible? Please advise.

**Response:** For bidding purposes, Items for which direction in the Contract is to "remove", "paint" and "reinstall" shall be completed as shown or specified. During construction, contractor shall

prepare a painting plan for each clarifier that may include painting "in place" if the following conditions are met: (1) Quality of "in place" work is equal to quality of "remove and reinstall" work; (2) cost savings, if any, is passed back to the City; (3) There will be no schedule extensions for "in place" work; (4) All cleaning debris and waste material generated by "in-place" work must be contained within the clarifier for ease of cleanup.

This plan will include that all non-accessible ferrous surfaces identified for painting will be painted by the "remove, clean, paint and reinstall" method. Examples include where the trough supports connect to the clarifier wall (the surface in contact with the concrete) and where two metal surfaces are bolted together.

9. **Contractor Question:** Reference drawing 01A-01 General Note 5. This note identifies Hazardous Material – Asbestos in the roof flashing. The drawings do not show the extents of this note. We have not been provided the report. Please provide the report and specific requirements for handling the asbestos or otherwise provide bidding direction.

**Response:** The Asbestos Containing Materials inspection results are provided in the Appendix of the Specification per this Addendum. As specified on 01A-01 the Contractor shall provide an Asbestos Abatement Plan for approval of the Owner/Engineer before execution.

The asbestos found during the inspection is non-friable material used in the parapet wall roof flashing on both of the Thickened Sludge Pump Stations. This material will require specific removal and disposal as special waste in a permitted landfill. Approval of the Air Pollution Control Bureau and a City of Chattanooga Demolition Permit are required to be a part of the Contractor's Abatement plan. All costs associated with development of the abatement plan, permitting, removal, storage and disposal is the responsibility of the Contractor.

March 7, 2018

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/s/ Justin C. Holland, Administrator  
City of Chattanooga  
Department of Public Works

These Supplementary Conditions amend or supplement the City of Chattanooga Standard General Conditions of the Construction Contract. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

The provisions in this Section of the Specifications shall govern in the event of any conflict between this Section and the General Conditions.

SC-1.01        *Definitions*

SC-1.01.A, Add the following after Paragraph 1,

- 1.1        *Agency* – The Federal or state agency providing partial or full financing for this project. The Project is financed in whole or in part by a State of Tennessee Department of Environment and Conservation Federally Assisted State Revolving Loan Fund.

SC-1.01.A.3.        Add the following language to the end of Paragraph 1.01.A.3:

The Application for Payment form to be used on this Project is as included as Section 00 62 76, as supported by additional documentation as may be requested by the Owner or Engineer. The Agency must approve all Applications for Payment before payment is made.

SC-1.01.A.9, Change "... and Owner and authorizes ..." to "... and Owner and Agency and authorizes ..."

SC-1.01.A.9.        Add the following language to the end of Paragraph 1.01.A.9:

The Change Order form to be used on this Project is as included in these Contract Documents. Agency approval is required before Change Orders are effective.

SC-1.01.A.53,        Change "... by Owner upon recommendation ..." to "... by Owner and Agency upon recommendation ..."

SC-2.06        *Preconstruction Conference*

SC-2.06.A, first sentence, Change "... Engineer, and others ..." to "... Engineer, Agency and others ..."

SC-4.02        *Subsurface and Physical Conditions*

SC-4.02        Add the following new paragraphs immediately after Paragraph 4.02.B:

- C. No reports of explorations and tests of subsurface conditions at or contiguous to the Site.

SC-4.06        *Hazardous Environmental Conditions*

SC-4.06        Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. The roofing material for the Thickened Sludge Pump Station Nos. 1 & 2 was tested for asbestos containing materials. The result of this inspection is provided as an Appendix to the Specifications.

SC-5.03        *Certificates of Insurance*

SC-5.03, following Paragraph E, add the following,

- F. Copies of endorsements showing that each additional insured identified herein have been added to the policies as an additional insured shall be attached to each of the certificates.
- G. Each insurance certificate for all coverages other than Worker's Compensation Insurance must show that a waiver of rights of recovery against any of the insured or the additional insured is in effect.
- H. Certificate for Worker's Compensation and Employer's Liability coverage must indicate inclusion or exclusion for any proprietor, partner, executive officer or member.

SC-5.04        *Contractor's Insurance*

SC-5.04.B.1, There are no other additional insureds other than the Owner and Engineer.

SC-5.04.C, following Paragraph 5.04.B.6.b, Add,

- C. The limits of liability for the insurance required by paragraph 5.04.B.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
  - 1. Worker's compensation, disability benefits and other similar employee benefit acts, and damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees as provided in Paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:
    - a. Workers Compensation: Statutory limits
    - b. Employer's Liability, Each Accident: \$1,000,000
    - c. Employer's Liability, Each Employee: \$1,000,000
    - d. Employer's Liability, Disease – Policy Limit: \$1,000,000

2. Contractor's General Liability Insurance under paragraphs 5.04.A.3 through 5.04.A.5 of the General Conditions shall provide the following minimum limits and conditions:
  - a. Each Occurrence: \$1,000,000.
  - b. Damage to Rented Premises (each occurrence) \$100,000.
  - c. Medical Expenses (any one person) \$5,000.
  - d. Personal and Advertising Injury: \$1,000,000.
  - e. General Aggregate: \$2,000,000.
  - f. Products-Completed Operations Aggregate: \$2,000,000.
  - g. Explosion, collapse, and underground coverage shall be included with such indicated on the insurance certificate under General Liability.
  - h. The general aggregate policy limits must be designated to the Project.
  - i. Contractual Liability coverage, as required under Paragraph 5.04.B.3 must be indicated on the insurance certificate under General Liability.
3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions, providing for Combined Single Limit (each accident) for all owned, hired, and non-owned vehicles: \$1,000,000.
4. Provide Excess Liability or Umbrella Liability insurance providing protection for at least the hazards insured under the primary liability policies with the following limits:
  - a. General Aggregate: \$5,000,000.
  - b. Each Occurrence: \$5,000,000.

SC-5.06 *Property Insurance*

SC-5.06, Delete Paragraph A and all its sub-paragraphs in their entirety and replace with the following,

A. Installation Floater Insurance

1. Contractor shall provide Installation Floater Insurance that shall protect the Contractor, the City, and the Engineer from all insurable risks of physical loss or damage to materials, products and equipment, while in warehouses or storage areas, during installation, during testing, and after the work is completed. It shall be of the "all risks" type, with coverages designed for the circumstances which may occur in the particular work under these Contract Documents.

2. The coverage shall be for an amount not less than the full amount of the contract plus the aggregate value of the City-furnished equipment, products and materials to be erected or installed by the Contractor.
3. Installation floater insurance shall provide for losses, to be payable to the Contractor and the City as their interests may appear and shall contain a waiver of subrogation rights against the insured parties.
4. Certificates of insurance covering installation floater insurance shall quote the insuring agreement and all exclusions as they appear in the policy; or in lieu of certificates, copies of the complete policy may be submitted.

SC-6.02     *Labor; Working Hours*

SC-6.02     Add the following subparagraph 6.02.D.1:

1. The following rates will apply for the overtime work on behalf of the Owner: \$100.00/hour to \$140.00/hour, depending on actual Resident Project Representative assigned to the Project.

SC-6.13     *Safety and Protection*

SC-6.13     Delete the second sentence of Paragraph 6.13.C.

SC-9.03     *Project Representative*

SC-9.03     Add the following new paragraphs immediately after Paragraph 9.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be only through or with the full knowledge and approval of Contractor. The RPR shall:
  1. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
  2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
  3. *Liaison:*
    - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.

- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- 4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- 5. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
- 6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- 7. *Review of Work and Rejection of Defective Work:*
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 8. *Inspections, Tests, and System Startups:*
  - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- 9. *Records:*

- a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- b. Maintain records for use in preparing Project documentation.

10. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. *Completion:*

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The RPR shall not:



1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

SC-10.01 *Authorized Changes in the Work*

SC-10.01.A, first sentence, Change "... Owner may, at any time ..." to "... Owner may, subject to written approval by the Agency, at any time ..."

SC-14.02 *Progress Payments*

SC-14.02.A.4. Add the following new Paragraph after Paragraph 14.02.A.3:

4. The Application for Payment form to be used on this Project is EJCDC No. C-620. The Agency must approve all Applications for Payment before payment is made.

SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

1. The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 14.02.D will become due Thirty days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

SC-14.02.D.1.c, delete "or"

SC-14.02.D.1.d, change "... 15.02.A." to "... 15.02.A; or"

SC-14.02.D.1, following Paragraph d., Add

"e. the Contractor's performance or furnishing of the Work is inconsistent with funding Agency requirements."

SC-14.02.D.4.e After paragraph 14.02.D. 4.d, add the following:

5. The following rates will for the additional services performed by the Engineer on behalf of the Owner:

<u>Labor Grade</u>	<u>Rate</u>
E2	\$130.00
E4	\$150.00
E6	\$200.00
E8	\$260.00

SC-14.04 Substantial Completion

SC-14.04.B, first sentence, change "... Owner, Contractor ..." to "... Owner, Agency, Contractor ..."

SC-Article 18, Add Article 18 as follows,

## **ARTICLE 18 -FEDERAL REQUIREMENTS**

### **18.01 Agency Not a Party**

- A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees is a party to this Contract.

### **18.02 Contract Approval**

- A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the following "Certificate of Owner's Attorney" (Exhibit GC-A) before Owner submits the executed Contract Documents to Agency for approval.
- B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.

### **18.03 Conflict of Interest**

- A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer.

- B. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

#### 18.04 Gratuities

- A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- B. In the event this Contract is terminated as provided in paragraph 18.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

#### 18.05 Audit and Access to Records

- A. For all negotiated contracts and negotiated modifications (except those of \$10,000 or less), Owner, Agency, the Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor, which are pertinent to the Contract, for the purpose of making audits, examinations, excerpts and transcriptions. Contractor shall maintain all required records for three years after final payment is made and all other pending matters are closed.

#### 18.06 Small, Minority and Women's Businesses

- A. If Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing

delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

#### 18.07 Anti-Kickback

- A. Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

#### 18.08 Clean Air and Pollution Control Acts

- A. If this Contract exceeds \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 USC 1251 *et seq.*). Contractor will report violations to the Agency and the Regional Office of the EPA.

#### 18.09 State Energy Policy

- A. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

#### 18.10 Equal Opportunity Requirements

- A. If this Contract exceeds \$10,000, Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ

minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- C. Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

#### 18.11 Restrictions on Lobbying

- A. Contractor and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Contractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

#### 18.12 Environmental Requirements

- A. When constructing a project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental constraints:
  - 1. Wetlands – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
  - 2. Floodplains – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, i.e., alluvial soils on NRCS Soil Survey Maps.

3. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).
4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

#### 18.13 Davis-Bacon Wage Rates

- A. As stated elsewhere in these Contract Documents, the minimum wages to be paid to various classes of laborers and mechanics employed under this Contract are governed by the Davis-Bacon Act.
- B. Certain applicable wage rates are contained in General Decisions included elsewhere in these Contract Documents.
- C. In the event there are classifications of laborers and mechanics which are listed in more than one General Decision, the higher wage shall prevail.
- D. In the event there are classifications of laborers and mechanics which are not listed in the General Decisions, the Bidder/Contractor shall contact the United States Department of Labor at 866-487-9243 for information related to appropriate wage rates beyond those contained in the General Decisions.

END OF SECTION

## APPENDIX A

### ASBESTOS CONTAINING MATERIAL INSPECTION RESULTS





Please Reply To:

**AmeriSci Richmond**

13635 GENITO ROAD  
MIDLOTHIAN, VIRGINIA 23112  
TEL: (804) 763-1200 • FAX: (804) 763-1800

**FACSIMILE TELECOPY TRANSMISSION**

**To:** Paul Van Alstyne  
Marion Environmental, Inc.

**Fax #:**

**Email:** pvanalstyne@marionenv.com

**From:** Jean L. Mayes  
**AmeriSci Job #:** 117041056  
**Subject:** PLM 24 hour Results  
**Client Project:** 17186; Waste Water Treatment  
Plant; Inspection For Possible  
ACM

**Date:** Tuesday, April 04, 2017

**Time:** 08:16:47

**Comments:**

**Number of Pages:** 4  
(including cover sheet)

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13635 GENITO ROAD  
MIDLOTHIAN, VIRGINIA 23112  
TEL: (804) 763-1200 • FAX: (804) 763-1800

## PLM Bulk Asbestos Report

Marion Environmental, Inc.  
Attn: Paul Van Alstyne  
115 Parmenas Lane  
  
Chattanooga, TN 37405

**Date Received** 04/03/17 **AmeriSci Job #** 117041056  
**Date Examined** 04/04/17 **P.O. #**  
**Page** 1 of 2  
**RE:** 17186; Waste Water Treatment Plant; Inspection For  
Possible ACM

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
AB-1 Location: Sludge Thickner #2 Middle Of Roof  Analyst Description: Black, Heterogeneous, Non-Fibrous, Roofing Asbestos Types: Other Material: Fibrous glass 35 %, Non-fibrous 65 %	117041056-01.1	No	NAD (by CVES) by Jean L. Mayes on 04/04/17
AB-1 Location: Sludge Thickner #2 Middle Of Roof  Analyst Description: Black, Heterogeneous, Non-Fibrous, Tar Asbestos Types: Other Material: Non-fibrous 100 %	117041056-01.2	No	NAD (by CVES) by Jean L. Mayes on 04/04/17
AB-1 Location: Sludge Thickner #2 Middle Of Roof  Analyst Description: Yellow, Heterogeneous, Non-Fibrous, Foam Asbestos Types: Other Material: Non-fibrous 100 %	117041056-01.3	No	NAD (by CVES) by Jean L. Mayes on 04/04/17
AB-2 Location: Sludge Thickner #2 Flashing On Walls  Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 10.0 % Other Material: Cellulose 35 %, Non-fibrous 55 %	117041056-02	Yes	10 % (by CVES) by Jean L. Mayes on 04/04/17
AB-3 Location: Sludge Thickner #1 Beside Vent  Analyst Description: Black, Heterogeneous, Non-Fibrous, Roofing Asbestos Types: Other Material: Fibrous glass 35 %, Non-fibrous 65 %	117041056-03.1	No	NAD (by CVES) by Jean L. Mayes on 04/04/17

Client Name: Marion Environmental, Inc.

**PLM Bulk Asbestos Report**17186; Waste Water Treatment Plant; Inspection For Possible  
ACM

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
AB-3	117041056-03.2	No	NAD
Location: Sludge Thickner #1 Beside Vent			(by CVES) by Jean L. Mayes on 04/04/17
Analyst Description: Brown, Heterogeneous, Fibrous, Insulation			
Asbestos Types:			
Other Material: Cellulose 90 %, Non-fibrous 10 %			
AB-4	117041056-04	Yes	5 %
Location: Sludge Thickner #1 Wall Flashing			(by CVES) by Jean L. Mayes on 04/04/17
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 5.0 %			
Other Material: Fibrous glass 3 %, Non-fibrous 92 %			

**Reporting Notes:**

Analyzed by: Jean L. Mayes

Date

4/4/17

\*NAD = no asbestos detected; Detection Limit <1%; Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; "Present" or NVA = "No Visible Asbestos" are observations made during a qualitative analysis; NA = not analyzed; NA/PS = not analyzed / positive stop; PLM Bulk Asbestos Analysis by EPA 600/R-93/116 per 40 CFR 763 (NVLAP Lab Code 101904-0) and ELAP PLM Analysis Protocol 198.1 for New York friable samples which includes quantitation of any vermiculite observed (198.6 for NOB samples) or EPA 400 pt ct by EPA 600/M4-82-020 (NYSDOH ELAP Lab # 10984); CA ELAP Lab # 2508; Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: \_\_\_\_\_



## CHAIN OF CUSTODY RECORD

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America's Laboratory

**AMERISCI** RICHMOND

Job No.:

117041056

**Marion Environmental, Inc.**

**115 Parmenas Lane  
Chattanooga, TN 37405**

P.O.#:

**SPECIAL INSTRUCTIONS:**

PROJECT INFORMATION		ANALYSIS TYPE	TURN AROUND TIME (X)							AIR FILTER INFORMATION :	
JOB NAME : Waste Water Treatment Plant JOB No.: 17186  JMANAGER : Alan Martin JOB DESCRIPTION : Inspection for possible ACM	TEM/AHER A TEM/LEVEL II TEM/7402 TEM/BULK TEM/DUST TEM/WATER PLM PCM OTHER :		6-8 HR	12 HR	24 HR	48 HR	72 HR	5 DAY	OTHER	MCE PC 25 mm 37 mm 0.45 um 0.80 um OTHER :	
					X						
<b>RESULTS To:</b> Paul C. Van Alstyne <b>INVOICE TO:</b> MARION ENVIRONMENTAL		<b>RETURN SAMPLES:</b> YES _____ NO <b>X</b>									
<b>EMAIL RESULTS:</b> Y / N EMAIL ADDRESS:		<b>PHONE:</b> 423 499-4919									
<b>WRITTEN REPORT TO:</b>		<b>FAX:</b> 423 892-5122									
<b>COMMENTS:</b>		<b>PAGER/CELL:</b> 423 421-5871									
LAB ID	SAMPLE ID	SAMPLE LOCATION	START TIME	STOP TIME	TOTAL TIME X LITERS /MIN.	= TOTAL VOLUME	DATE COLLECTED				
AB-1		Sludge Thickener #2					3/31/17				
AB-2		Middle of roof Sludge Thickener #2									
AB-3		Flashing on walls Sludge Thickener #1					3/31/17				
AB-4		Beside vent Sludge Thickener #1					3/31/17				
		Wall Flashing					3/31/17				
							RECEIVED				
							APR 03 2017				
							By T				
SAMPLED BY: [Signature]		DATE/TIME: 3/31/17 11:00am		RECEIVED BY: [Signature]		DATE /TIME: 3/31/17 11:30					
RELINQUISHED BY: [Signature]		DATE/TIME: 3/31/17 16:00		RECEIVED IN LAB BY:		DATE /TIME:					