

## **LEGAL NOTICE** **INVITATION FOR BIDS**

Sealed Bids will be received by Trussville Gas and Water located in Trussville, Alabama, until the local time set forth below, for furnishing all labor, equipment and doing the work of LEAK SURVEY, according to Specifications and Contract Documents on file in the office of Trussville Gas and Water, the project hereinafter described. No bid will be received after the time set forth below; and the Bids will be publicly opened and read at Trussville Gas and Water Engineering Dept., 6620 Green Drive, Trussville, Alabama 35173. Additional information will be made available by calling (205) 655-3211.

Project Name: Leak Survey

**Bid Date and Time: Friday, March 1, 2024 at 10:00 A.M.**

1. Leak Survey of approx. 545 Miles of Gas Main.
2. Leak Survey of approx. 27,309 Gas Service Lines
3. Advanced Mobil Leak Detection (ALMD) required.

Specifications and Contract Documents for the project described above are open to public inspection at Trussville Gas and Water Engineering Dept., 6620 Green Drive, Trussville, Alabama 35173. Telephone: (205) 655-3211.

Trussville Gas and Water reserves the right to reject any or all bids, to waive any informality in any bid, and to accept any bid considered advantageous to the Owner.

No bid may be withdrawn after the time for opening bids has passed. Trussville Gas and Water reserves the right to hold the bids for a period of Sixty (60) days after the date of receiving Bids.

If said bid equals \$20,000.00 or more, a certified check or bid bond must accompany each bid in an amount of not less than five percent (5%) of the total bid, but in no event more than \$10,000.00. The payee of such check, or the obligee of such bond, shall be Trussville Gas and Water.

Contractor agrees to comply with all specifications and contract documents as furnished by Trussville Gas and Water. Contractor must be licensed under the provisions of Title 34 Chapter 8, Code of Alabama, 1975. Prior to submitting a bid for this project, contractor must be prequalified as a Gas Line Utility Contractor for Trussville Gas and Water. Contractor prequalification applications may be obtained at Trussville Gas and Water Engineering Dept., 6620 Green Drive, Trussville, Alabama 35173.

**SPECIFICATIONS and  
CONTRACT DOCUMENTS**

**GAS LEAK SURVEY**

**2024**



**6620 Green Drive  
Trussville, Alabama 35173**

**(205) 228-1104**

**TRUSSVILLE GAS & WATER**

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**BOARD OF DIRECTORS**

<b>A.H. Wright</b>	<b>Chairman</b>
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**ADMINISTRATION**

**Michael J. Strength, General Manager**

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**NOTICE TO  
CONTRACTORS TO  
BID**

# **NOTICE TO CONTRACTORS TO PREQUALIFY AND BID**

Notice is hereby provided to contractors who want to bid for Project Name: Gas Leak Survey 2024 of the Utilities Board of the City of Trussville d/b/a Trussville Gas and Water (TG&W).

The general description and approximate principal quantities for the project are as follows:

1. Leak survey of approx. 545 miles of gas main
2. Leak survey of approx. 27,309 gas service lines
3. Advanced Mobile Leak Detection(AMLD) required

Plans, specifications, general conditions, supplementary conditions, addenda, bonds, the contract, bid proposals and other project and contract documents may be obtained from the Engineering Department.

Bids on the subject project will be opened at TG&W Engineering Department, 6620 Green Drive, Trussville, Alabama on **Friday, March 1, 2024 at 10:00 a.m.**

**All bids must be delivered to the following address by hand, UPS, FEDEX or other delivery service (Note: USPS cannot deliver to this address) and received by the bid date and time specified:**

**Trussville Gas and Water  
Attention: Bryan Smith, P.E.  
6620 Green Drive  
Trussville, Alabama 35173**

The specifications and contract documents book shall remain intact and shall be submitted complete as the bid in a sealed envelope. The outside of the envelope shall carry the identification:

**A. Gas Leak Survey 2024**

**B. Sealed Bid – Not to be opened until**

**Friday, March 1, 2024; 10:00 a.m.**

**C. Contractor's State License No.:** \_\_\_\_\_

Liability insurance certificates shall be required of the successful bidder and such certificates shall list Utilities Board of the City of Trussville, its officers, agents and employees as additional named insured.

A bid shall not be accepted from a contractor that was 90 or more days late completing a contract for TG&W within the previous 5 years.

TG&W reserves the right to reject any or all bids and to waive informalities.

# **THE PROPOSAL**

# PROPOSAL

**TO: TRUSSVILLE GAS & WATER**

The undersigned, as bidder, has examined the Contract Documents entitled **“Gas Leak Survey, 2024”** and consisting of the following.

- A. Bid Proposals
- B. Addenda
- C. The Agreement.
- D. General Conditions.
- E. Specifications

The undersigned further states that he has examined the site of the work and is fully informed as to all the conditions under which the work is to be performed.

The undersigned agrees to start work with an adequate force and equipment on a date to be specified in the agreement and to diligently prosecute it so as to complete it within a period of **One Hundred Twenty (120) Consecutive Working Days, per survey**. The Bidder further agrees to pay, as liquidated damages, the sum of \$500.00 for each consecutive calendar day after the date set for completion of work.

He further agrees that the quantities shown below are approximate, being included for the purpose of determining the total value of his bid; and that the work shall be paid for only as and to the extent performed on the basis of the unit prices included in the bid.

The Bidder acknowledges receipt of the following Addenda:

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# BID PROPOSAL GAS LEAK SURVEY, 2023

Date: \_\_\_\_\_

<u>Item</u>	<u>Approximate Quantities</u>	<u>DESCRIPTION</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	545	Leak Survey of Trussville Utilities gas mains, during calendar Year 2024;	Per Mile	_____
2.	27,309	Leak Survey of Trussville Utilities gas service lines, during Calendar Year 2024;	Per Each	_____
<b>Total (Line Items 1-2):</b>			<b>\$</b>	_____

Contractor's State License # \_\_\_\_\_

Respectfully submitted,

Name and Address of Principal Office:

\_\_\_\_\_  
(Contractor, Partnership, Corporation)

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

\_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

# **THE AGREEMENT**

**T**his Agreement made as of this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_, by and between Utilities Board of the City of Trussville, having its principal office in Trussville, Alabama, (Hereinafter called “Owner”) and \_\_\_\_\_, a \_\_\_\_\_, having its principal office at \_\_\_\_\_ in \_\_\_\_\_, (Hereinafter called “Contractor”).

**WITNESSETH:**

In consideration of the mutual covenants, promises and agreements contained herein the parties hereto have agreed and do hereby agree as follows:

**1. Agreement To Do Work; Time Of Commencement And Of Completion:**

Contractor agrees to lay and/or completely construct, in accordance with the terms of the **Agreement** and the **Contract Documents** (as the Contract Documents are hereafter described and specified) that certain work which is described with particularity in the **Specifications** which are attached hereto and made a part hereof. Contractor agrees that he will commence the work on **the first Monday of May**, will thereafter continuously proceed with due diligence with the prosecution of the work, and that the same will be completed in accordance with the **Contract Documents** within **Ten (10) Consecutive Working Days** from the date of this **Agreement**.

**2. Scope Of Work:**

**A.** Contractor in laying and/or constructing the work shall perform all work and furnish all materials in accordance with the **Plans and Specifications** (except the furnishing of any materials required, which are to be supplied by the **Owner**, as provided in the Specifications), and shall do everything in and about, or which is required in connection with the work, by this agreement, the **General Conditions**, the **Specifications** and **Plans**, all of which are attached hereto, constitute the entire contract of the parties and are collectively sometimes referred to in the Contract Documents as the “**Contract Documents**” or the “**Contract**.” The work required to be done, and the materials to be furnished by the Contractor in the Contract Documents are sometimes referred to in this Agreement and in the Contract Documents as the “**Work**.”

**B.** Contractor represents that he has all necessary authority to do business in the state of Alabama, and that he is fully qualified to do the work in accordance with the terms of this Contract.

### **3. Consideration:**

A. The sum to be paid by the Owner to the Contractor for the work performed shall be the Total Bid of \_\_\_\_\_. Said Total Bid may be adjusted as follows:

1. L.F., Each, Ton, C.Y., or S.Y.: Payments of Items listed as L.F., Each, Ton, C.Y., or S.Y. will be based upon the unit prices, as listed in the Quote Form, multiplied by the actual number of units installed.
2. Lump Sum: Payments of Items listed as Lump Sum will be based upon the Lump Sum price, as listed in the Quote form, multiplied by the actual number of units installed.

B. The prices specified in subsection A, above, shall be the entire remuneration of every kind or character to be paid to the contractor for the work performed and the furnishing of materials for the performance of the work as provided in the Contract Documents, except for extra work properly authorized in accordance with the provisions of the Contract Documents and any payments which may be made to the Contractor in the event of the termination of this Contract for the benefit of the Owner as provided in **Condition 36** of the **General Conditions**.

### **4. Terms of Payment:**

Contractor shall submit to the Owner, on or before the 5th day of each month up to the contract completion date, application for payment for work performed to the end of the preceding calendar month in accordance with the provisions of **Conditions 30 through 34** of the **General Conditions**; and to the extent that the same shall be approved by Trussville Gas and Water Engineer and/or Trussville Gas and Water Inspector, Owner shall, on or before the 20th day of each month pay Contractor **Ninety-Five (95) Percent** of the amount of money due the Contractor for work performed to the end of the preceding calendar month, less preceding payments. After the contract completion date, monthly applications for payment will not be accepted until the project has been completed. The remaining **Five (5) Percent** of each such monthly payment shall be retained by the Owner until final completion of the work, and until the work is tested and finally accepted by the Owner. Owner reserves the right to hold retainage until a time that Owner feels is sufficient for any problems to have occurred. Said problems are, but are not limited to, the settling of ditches, areas that may washout, grass to start growing, etc. After sufficient time is given for said problems, and contractor has corrected said problems, then Owner may release retainage. The **Five (5) Percent** retainage shall be deducted, Only, until the project is **Fifty (50) Percent** completed, at which point Trussville Gas and Water will no longer deduct any additional retainage, not to exceed \$10,000.00.

### **5. Final Acceptance:**

After completion of the work, the same shall be tested to the satisfaction of Trussville Gas and Water Engineer and/or Trussville Gas and Water Inspector and final payment shall not be made to the Contractor until the test shall show the work to have been completed to the satisfaction of the Owner and until the Contractor shall have complied with all of the provisions of the **Contract Documents**.

**6. Exclusiveness of Contract And Contract Documents:**

The Contract evidenced by this Agreement and the Contract Documents constitutes the sole agreement between the parties concerning the subject matter hereof and the execution of the work, and all prior negotiations, representations, contracts, or agreements are merged herein and canceled. No modifications, alterations, amendments, or abrogations or any part of the Contract shall be binding upon either party unless in writing and executed by duly authorized officers of the parties hereto.

**7. Non-assignability Of Contract Rights:**

The Contract shall be binding upon the parties hereto, their successors and assigns, but it is distinctly understood and agreed that the Contractor shall not have the right to assign this Contract or any moneys due, or to come due hereunder, or any right, title or interest therein, without written consent of the Owner, and it is distinctly understood and agreed that any assignment made contrary to the provisions of this article shall be null and void.

**IN WITNESS WHEREOF** the parties hereto have caused this instrument to be executed in duplicate in their respective names by their respective officers duly authorized thereunto.

\_\_\_\_\_  
(Contractor)

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

Its: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**Utilities Board of the City of Trussville**

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

Its: \_\_\_\_\_

ATTEST: \_\_\_\_\_

# **GENERAL CONDITIONS**

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## GENERAL CONDITIONS

### DEFINITIONS:

1. The “**Owner**” refers to Trussville Gas and Water.
2. The “**Engineer**,” “**Authorized Representative**,” and “**Inspector**” refer to appointees of the Owner. Obligations and rights of these appointees are further defined below.
3. The “**Contract Documents**” or the “**Contract**” shall consist of:
  - a. Bid Proposals and Bond Requirements.
  - b. Addenda
  - c. The Agreement.
  - d. Performance Bond, Labor and Materials Bond.
  - e. General Conditions.
  - f. Specifications.
  - g. Plans.
4. The “**Work**” refers to any part of the installation as described in the Specifications and the Plans and shall include labor, material or both.

### BIDS:

5. The Owner reserves the right to accept any bid or to reject any or all bids except as otherwise provided by law.
6. The Bid shall be considered as firm and binding on each bidder for a period of sixty (60) days.

### REPRESENTATIVES OF THE OWNER:

7. The Owner’s representatives shall be the Engineer or other representative, and the Inspector who shall be designated in writing to the contractor by the Owner within ten (10) days after the Agreement is signed by the Owner.
8. The Engineer and/or Trussville Gas and Water Inspector shall be charged with the duty of ascertaining the work is done in accordance with provisions of the Plans, Specifications and other Contract Documents. He shall have the authority to reject all work and materials which do not conform to the Contract Documents, and shall have such other authorities as are conferred upon him in the Contract Documents.
9. Owner contemplates and Contractor hereby agrees to a thorough inspection by Owner, or by any of its Authorized Representatives, of all the work performed by the Contractor and all materials furnished by the Contractor hereunder. The decisions of said Inspectors of the Owner shall be conclusive upon Contractor as to the performance of work and furnishing of material in compliance with the **Contract Documents**, subject only to appeal to Trussville Gas and Water.
10. Neither the Inspector nor any of his assistants shall have the power to waive any of the obligations of this contract or any of the obligations of Contractor including the furnishing by Contractor of goods and suitable material and the performance of good work by Contractor as herein prescribed.
11. Failure on the part of the Owner to discover or reject work or materials furnished by the Contractor and not in accordance with the Specifications and Plans shall not be construed to imply an acceptance of such work or materials: also, no payment for partial or entire use or occupancy of the work or of the premises by Owner shall be construed to be an acceptance of any work or materials which are not strictly in accordance with the **Specifications** and **Plans**.

### CONTRACTOR’S RESPONSIBILITY FOR WORK:

12. It is specifically understood that the Contractor is an independent Contractor and that the work to be performed hereunder shall be carried on by the Contractor according to its own methods and at its own risk, subject only to compliance by the Contractor with the provisions of the Contract Documents. Contractor shall have full legal charge and control of Contractor’s men engaged in the performance of the work hereunder and the Contractor shall be accountable to the Owner in no respect for the method of performance, but only for prosecution of the work provided for herein in an expeditious and workmanlike manner and for its completion in accordance with this contract.

13. Contractor shall do no work except between 7:00 a.m. and 4:00 p.m., local time, without consent of the owner except in completion of treacherous or dangerous sections of work, delay of which might result in unreasonable loss or damage to life or property.
14. In the event the Contractor is unable to complete the work on or before the completion date specified in the Agreement, without overtime work, he shall authorize such overtime work as may be required without any additional cost to the Owner.
15. Contractor shall furnish all equipment required for the performance of the work in the time specified in these Contract Documents, and such equipment shall be serviceable and shall be kept in first class operating condition. In the event any of such equipment shall break down and/or become unserviceable, Contractor shall immediately repair or replace the same with serviceable equipment in order that the work to be performed by the Contractor hereunder shall be of a high standard of quality and in order that the progress of the work shall not be interrupted.
16. All material and equipment furnished by the Contractor must be satisfactory to Trussville Gas and Water Engineer and/or Trussville Gas and Water Inspector; any material or equipment that is not satisfactory shall be removed by the Contractor and satisfactory equipment or material substituted therefor. Trussville Gas and Water Engineer and/or Trussville Gas and Water Inspector may require the Contractor to obtain and utilize additional equipment when in his judgment it is required to maintain the quality of the work or to meet the scheduled completion date.
17. In the event the Contract shall contemplate the construction of service lines, the Contractor shall provide adequate labor and equipment and construct the service lines simultaneously with the construction of the mains.
18. Contractor shall be responsible for locating Trussville Gas and Water' facilities.

**CONSIDERATION OF PUBLIC RELATIONS:**

19. Inasmuch as the Owner is a utility with continuing operation in that area where the work is being performed, it is important that the public, both as to person and/or property, be protected from hazard and inconvenience. The Contractor, in the performance of the work, shall give due consideration to this fact.
20. Contractor shall exercise due care in closing gates and fences, repairing fences, guarding open ditches and taking such other measures as necessary to safeguard persons, cattle and other livestock from death or loss or injury incident to the performance of the work, and the Contractor shall be responsible for and shall pay, save harmless, protect and indemnify Owner from all claims on account of such damage.
21. Contractor shall perform the work in a workmanlike manner by qualified, competent, careful and efficient workmen in strict conformity with the Contract Documents.
22. Contractor shall, so far as practical, employ local labor from the County in which the work is being performed. Contractor shall handle the employment of labor in such manner as to satisfy the reasonable requirements, with respect to such employment, of public authorities of the Counties, Communities, or political subdivisions in which the work is being carried on; provided, however, that the requirements of this paragraph shall apply only to unskilled labor, and shall not be construed to compel the payment of a higher scale of wages than is customary in the territory for the kind of work contemplated hereunder.
23. Contractor shall give adequate personal supervision to the work and shall keep a competent superintendent and/or competent foreman continuously at the site of the work, each of whom shall, prior to being placed on the job, be approved by Trussville Gas and Water Engineer.

**REPLACEMENT OF DEFECTIVE WORK:**

24. Contractor shall furnish to the Inspectors and their assistants access at all times to the work wherever it is in progress, and the Contractor shall provide them ever reasonable facility for the purpose of inspection, including assistance required by Trussville Gas and Water and/or Inspector in laying out proposed construction and measuring completed work. If in the judgment of the Owner's Inspector any work performed by the Contractor or materials furnished by it hereunder are defective or fail to comply with the **Specifications, Plans**, or other **Contract Documents**, the Contractor shall at its own expense, immediately repair or replace the work and /or materials so

found to be defective in a manner complying with said Specifications or Plans and to the satisfaction of the Owner.

25. If the Contractor fails, after reasonable notice to replace any defective work or materials furnished by the Contractor, Trussville Gas and Water Engineer and/or the Inspector may cause such defective work or materials to be replaced and the expense thereof shall be deducted from the amount to be paid to the Contractor.

**CHANGE IN WORK:**

26. The Owner reserves the right to make any changes deemed necessary in the pipeline route and in the quantities of material to be installed provided such be required to accomplish the intent of the **Specifications**. Such changes shall in no way alter the Contractor's obligation under the Contract.
27. No change in work shall be made unless authorized by a written "**Change Order**," issued prior to the beginning of any work in connection therewith, which "**Change Order**" must be in writing, signed or countersigned by Trussville Gas and Water Engineer, delivered to the Contractor's authorized representative.
28. Owner may, at any time, by such change orders and without prior notice to the sureties on the bond of the Contractor guaranteeing the performance of this Contract, if any, issue additional instructions, make changes in the Specifications and Plans, omit certain work and require additional work to be performed by Contractor. In any such event, the owner shall specify in the "**Change Order**" the amount and kind of work to be done or omitted, the materials to be used and the equipment to be furnished. No such "**Change Order**" shall be valid or effective unless signed or countersigned by Trussville Gas and Water Engineer.
29. The Contractor shall make no additions, changes, alterations, or omissions, perform no extra work nor supply or use extra material or equipment of any kind except upon a prior written "**Change Order**" signed or countersigned by Trussville Gas and Water Engineer, and the Contractor shall receive no compensation for extra work not so authorized. No one except an Executive Officer of the Owner shall be authorized to waive this requirement, which waiver shall only be in writing. No specific waiver of this requirement, or any number of specific waivers thereof, shall be held to constitute a waiver of this requirement, nor to waive the necessity that subsequent changes in the work must be authorized by prior written "**Change Orders**."

**SCHEDULE OF VALUES:**

30. The Contractor shall, before any application is made, submit to Trussville Gas and Water Engineer for approval, a schedule of values of the various parts of the work, itemized so that it may be compared with his contract price. Trussville Gas and Water Engineer shall have the right to revise or reject the schedule if, in his judgment, it does not represent true value.

**APPLICATION FOR PAYMENT:**

31. The Contractor shall submit to Trussville Gas and Water Engineer and/or Trussville Gas and Water Inspector at times specified in the Agreement an application for payment which shall be itemized according to the **Schedule of Values** and shall be based on the cost of material supplied and/or work done up to the date of the application. It shall also show the amount of previous payments, if any.

**PAYMENT FOR CHANGES AND EXTRA WORK:**

32. No bill or claim for extra work, extra materials, extra equipment, or any changes in the work involving extra cost will be allowed or paid by Trussville Gas and Water Engineer prior to the completion of such extra work. Should any change or extra work properly authorized by, of such nature that no unit prices listed in the Agreement apply to same, then the amount of payment or basis of payment shall be determined and agreed upon in writing by Trussville Gas and Water Engineer and the Contractor's authorized representative prior to the commencement of the work contemplated by such order, and such agreed payment or basis of payment shall be set out in the "**Change Order**."

33. The Contractor agrees to furnish all superintendence, labor, tools, and equipment required to perform the extra work, and shall furnish same in an expeditious and workmanlike manner, to the satisfaction of Trussville Gas and Water Inspector.
34. For payment of extra work, the Contractor shall submit a detailed statement of all extra work performed by the Contractor together with evidence of payment of all indebtedness arising in connection therewith. Trussville Gas and Water Engineer and/or Trussville Gas and Water Inspector before submission by the Contractor for payment shall approve such statement of extra work.
35. Payments for changes and extra work shall follow the terms of the Agreement in respect to retained percentage.

**DELAYS AND CANCELLATION BY THE OWNER:**

36. After work has been commenced, the Contractor shall continuously and diligently prosecute the same until completion and, in any event, the same shall be completed not later than the completion date, as specified in the Agreement.
37. In the event that the Owner shall be delayed in the procurement of pipe or other materials, or in the acquisition of right-of-way, or by legal proceedings, or if the Owner shall be otherwise delayed or hindered in proceeding with the Contract, the Owner shall, in its sole discretion, have the right to order the Contractor to discontinue the work, and may terminate the Contract for its own benefit. In such an event the Owner shall pay the Contractor, as full compensation for all sums due and to come due to him under the Contract, and in full discharge of the Owner's liabilities under the Contract, a total sum to be computed as follows:
  - a. All sums due or to come due to the Contractor for all work done prior to the giving of the order of discontinuance and for which approved estimates have been submitted, and for all work completed and for which an approved estimate may be submitted in accordance with **Article 4** of the Agreement; plus,
  - b. All sums due in payment for all work which is partially completed, and for which no estimate has been or can be submitted as per subsection (a) next above. Such sums so to be paid shall be computed by the Contractor on the basis of the unit prices provided in **Article 3.A.1 of The Agreement**; plus
  - c. Payments to the Contractor made under the terms of this **Paragraph 36** shall be deemed final payment to the Contractor, and shall be subject to all provisions of the Contract with respect to "**Terms of Payment**" and "**Final Acceptance,**" and shall constitute all sums due hereunder to the Contractor, and shall include, without limitation, Contractor's profit, move in and move out costs, overhead, supervision, cost of men, materials and equipment, and of all other costs, liabilities and expenses to the Contractor, and shall be in full discharge of all of the Owner's liabilities under the Contract.

**SUBCONTRACTORS:**

38. The Contractor shall procure the Owner's written approval before subcontracting any portion of the work and shall obtain the Owner's written approval of all subcontractors. No such approval shall relieve the Contractor from any of the obligations of this Contract to the Owner. The Contractor shall be and remain liable as if no such subcontract had been made or approved by the Owner. The Contractor shall check subcontractor's work in full detail and keep such records and furnish such reports and information relative to subcontractor and subcontractor's work as the owner may request.
39. The right is reserved by the Owner to withhold its consent to the making of any subcontract. The Owner reserves the right to limit any and all subcontracts and/or subcontractors to a combined total of less than fifty (50) percent of the total scheduled work to be performed under this Contract.
40. No subcontract shall bind or purport to bind the Owner, but shall contain provisions permitting assignment thereof to the Owner.

41. The Contractor shall be as fully responsible to the Owner for any act or omission of any person directly or indirectly employed by the Contractor, and for any act or omission of any subcontractor or subcontractors and of persons either directly or indirectly employed by such subcontractor or subcontractors, or either of them, as though the act or omission were done by an employee of the Contractor, subject to the Contractor's direction.

**EMPLOYEES:**

42. The Contractor shall comply with all laws, State, Federal and local, with respect to the employment and working of its agents, servants and employees engaged in the work and with respect to the payment of wages and compensation thereto.
43. The Contractor assumes full responsibility for and agrees to pay all contributions and taxes payable under all Federal and State Social Security and Unemployment Compensation laws, and under all other social and/or protective legislation for the benefit of the Contractor's employees and workmen, and to withhold all income or other taxes required by law to be deducted from the payroll, as to all employees and workmen engaged in the performance of the work hereunder. Contractor also agrees to meet all requirements specified under the rules and regulations of Administrative Officials or Boards charged with the enforcement of the State and Federal Acts on the subject referred to above.

**PERMITS AND LICENSES:**

44. The Contractor shall procure at its own expense any and all permits and licenses (other than rights-of-way, railway crossings, highway crossings, river crossings, or other crossing permits on the pipeline rights-of-way) necessary for the performance of the work including any and all permits for its use of public highways and including without limitation, all necessary corporate or other qualifications in the State of Alabama and shall conform to all laws, ordinances and regulations of any regulatory body having jurisdiction therein. To the extent that public roads and highways are not available, ingress and egress to and from the rights-of-way themselves or as may be permitted and designated by the landowner on whose land this work is being performed, it being the duty of the Contractor to obtain all necessary permits or licenses for this purpose from the landowners and others. The Contractor shall be liable for any and all damage to roads, bridges or highways caused by it and agrees to pay, indemnify and hold harmless the Owner from any loss or damage to roads, bridges, or highways caused or alleged to have been caused by the Contractor.

**PATENTS AND ROYALTIES:**

45. The Contractor shall defend all suits or claims against the Contractor, and/or the Owner, arising from any infringement, real or claimed, or any patented or unpatented invention, article, machine, appliance, manufacture, structure, composition, arrangement, improvement, design, device and/or methods of process embodied or used in the performance of this Contract, including its use by the Owner, and hereby agrees to indemnify the Owner and hold it harmless, from liability of any kind or character, including court costs and attorney's fees, in connection with all such suits or claims, provided, however, that nothing herein contained shall apply to any materials furnished by the Owner to the Contractor. The Owner shall give written notice of all such claims and patent infringements, suits, or claims instituted or asserted against it to the Contractor who shall defend same at the Contractor's own cost and expense.
46. The Contractor shall pay all royalties and license fees on the equipment and materials furnished by it.

**INJURIES AND DAMAGES:**

47. The Contractor shall continuously and adequately protect the work from damage, and shall protect the Owner's property from injury or loss arising in connection with this Contract. The Contractor shall make good any loss, damage, or injury to the work or to the Owner's property, or the property of any other entity, except such as may be caused by the agents or employees of the Owner. The Contractor shall adequately protect the property of others at the site of or adjacent to the work as provided by law and the "**Contract Documents.**" Contractor shall obtain signed agreements with any and all private property owners for any use of their property in connection

- with the work of this project. The agreements must state that Trussville Gas and Water shall be held harmless for any loss, damage or property restoration resulting from Contractor's use of the property. Contractor shall furnish Owner with a copy of all such agreements.
48. The Contractor shall take all necessary precautions for the safety of the employees on the work and shall comply with all applicable provisions of Federal, State and Municipal safety laws to prevent accidents or injuries to persons or damage to property on or about or adjacent to the premises where the work is being performed.
  49. The Contractor assumes the entire responsibility and liability and agrees to indemnify and hold harmless the Owner and its representatives against any damages or claims for damage sustained or alleged to have been sustained in connection with and/or to have arisen out of blasting and other operations of the Contractor in connection with rock excavation.
  50. The Contractor assumes the entire responsibility and liability for, and agrees to indemnify, protect and hold harmless the Owner and its representatives, from all claims, damages, expenses and liabilities of every kind or character arising out of or allegedly to have arisen out of the acts or failure to act of the Contractor, or of its agents or employees, in connection with and to have arisen out of the performance of the work by the Contractor, its agents and employees and its subcontractors, their agents and employees, including, without limitation, the following:
    - a. All injuries to persons including fatal injuries.
    - b. All damages to livestock or damages caused by livestock and claims and demands with respect thereto, including all off right-of-way crop damage and all damages caused as a result of fences, gates and gaps left open or insecurely closed.
    - c. All other damages to property and claims and demands with respect thereto; except that necessary and unavoidable damages to crops, timber and improvements within the confines of the pipeline rights-of-way obtained by the Owner provided damages to fences within the right-of-way and ways of ingress and egress and all damages and injuries on the right- of-way occasioned by the wrongful act or negligence of the Contractor, or its subcontractors, their agents and employees, or damages which were not necessary in the performance of the work, shall be borne by the Contractor.

This paragraph 50 including subsections a., b., and c. thereof, shall apply to and be construed to include, but not limited to, the injuries or damages occasioned by the failure of or use of or misuse of any and all kinds of equipment, whether owned or rented by the Contractor or furnished by any subcontractor.
  51. In making settlement of all claims for damage for which the Contractor is liable, the Contractor shall either authorize the Owner in writing to settle for it or appoint a representative who shall accompany an Owner representative to make settlement; releases shall run to the Owner and shall also provide for the release of all Contractors and subcontractors of the owner. If the Contractor fails to appoint and make available a representative to make settlement of such claims after five (5) days written notice, or if the Contractor's appointed representative jointly with the Owner's representative is unable to make prompt and satisfactory settlement of any such claims (unless Contractor reasonably and in good faith contest the validity or reasonableness of such claim, and its is its intention to litigate the claim involved), then in either of such events, the owner reserves the right to charge the amount paid to the Contractor and deduct same from any amounts due to the Contractor under this contract. The release forms used by the Contractor shall be subject to the approval of the Owner and the Owner shall be furnished with a copy of all releases obtained. In the event the Contractor fails or refuses to settle any claim, or in good faith elects to litigate the amount or validity of any such claims for damages, the Owner shall have the right to hold, at the time of final settlement from the sums due to the Contractor, amounts sufficient in the judgment of the Owner to cover payment of judgments thereon.
  52. It is further agreed that the Contractor shall defend, in the name and on behalf of the Owner, any and all suits against the Owner seeking to recover damages on account of any injury, damage, death or destruction caused or alleged to have been caused by any act or omission of the Contractor on account of which the Contractor has hereinabove agreed to hold harmless, protect and indemnify the Owner, even if such suit is groundless, false or fraudulent, and shall pay any

judgment rendered in any such suit, including court costs, and shall also pay the fees of counsel, if any, Owner shall deem necessary or desirable to employ in connection therewith. The Owner shall have the right, if it so elects, to take an active part in the defense of any such suit, and to file intervention or other similar proceedings therein if it deems such action desirable. The Contractor shall have the right to make settlement of any such suits deemed expedient by the Contractor provided that if the Contractor fails to make settlement of any claim or suit filed within a period of thirty (30) days after notice of such claim or suit has been given to the Contractor by the Owner, and if the Owner believes in good faith that the failure to make a satisfactory settlement of such claim or suit will harm the Owner in its relations with the claimant or others, and so notifies the Contractor, and if within ten (10) days after such notice the Contractor fails to make settlement with such claimant, the Owner, at its discretion may make such settlement as its officials believe reasonable, and the Contractor agrees immediately to reimburse the owner for the amount so paid in the settlement.

53. To protect the Owner against liability for damage, loss or expense arising from damage to property or injury or death to any person or persons, arising in any way out of, in connection with, or resulting from the work, the Contractor shall provide, before work is commenced hereunder, and shall at all times during the progress of the work, carry at its own expense, reliable insurance from an insurance company acceptable to the Owner, and authorized to do business in the State or States in which the work is to be performed hereunder, the following minimum insurance coverage:

**For Land Operations Only:**

- a. Workmen's Compensation.
    - (1) In such amounts as to afford full protection under the laws of the State of Alabama.
    - (2) Employers Liability - Limit \$100,000.
  - b. Public Liability Including All Construction Equipment:
    - (1) Combined Single Limit: \$1,000,000.
    - (2) Property Damage Liability shall include Underground Hazards and contractual liability in both bodily injury and property damage.
  - c.. Automobile Public Liability including all owned, non-owned and hired vehicles used in performing work for the Contractor.  
Combined Single Limit - \$1,000,000.
54. Before work is actually commenced, the Contractor shall submit to the Owner evidence that satisfactory insurance coverage of the types and limits set forth in Paragraph 52 hereof has been provided. Policies providing for such coverage shall contain provisions that no cancellation or material changes in the policies shall become effective except upon fifteen (15) days written advance notice thereof to the Owner and the form, Certificate of Insurance, recites this provision.
55. Neither the providing of insurance by the Contractor in accordance with the requirements hereof nor the insolvency, bankruptcy, nor failure of any insurance company carrying insurance of the Contractor, nor the failure of any insurance company to pay any claim accruing shall be held to waive any of the provisions of this Contract with respect to the liability of the Contractor or otherwise.

**PAYMENT OF BILLS AND DISCHARGE OF LIENS:**

56. The Contractor shall promptly and satisfactorily pay all bills for and settle all claims for labor and materials incurred by the Contractor in connection with the performance of its work hereunder; and shall also promptly pay and discharge all damage claims of every kind which the Contractor is obligated to pay under the terms of the **General Conditions** and the **Contract Documents**. The Contractor shall indemnify and save harmless the owner from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor and materials furnished by the Contractor or its subcontractors in connection with the work; and from all laborer's, materialmen's and mechanic's liens upon the real property upon which the work is located arising out of the services, labor and materials furnished by the Contractor or any of its subcontractors under this

Contract; and shall keep subcontractors under this Contract; and shall keep said property free and clear of all liens, claims and encumbrances arising from the performance of this Contract by the Contractor or its subcontractors.

57. In the event the Contractor fails or refuses to promptly and satisfactorily settle all such claims, Owner shall, at its option, and upon notice to the Contractor in writing, have the right to settle such claims for the account of the Contractor and deduct the amount thereof from any amounts due the Contractor hereunder; provided, however, that if the Contractor reasonably and in good faith contests the validity and reasonableness of any such claims, the Contractor shall be under no obligation to pay the same until a compromise settlement with the claimant satisfactory to the Contractor is effected or until a final judgment is rendered against the Contractor and/or the Owner on such claim. But until payment by the Contractor of final judgment, in the final appellate court, if appeal is or may be taken, the Owner shall be entitled to withhold from all moneys due under the Contract to the Contractor a sum sufficient to cover any judgment which may be rendered, together with all court costs, including cost of appeals.
58. If required, the Contractor shall furnish a good and sufficient release of waiver of lien from itself, every subcontractor, materialman, laborer, and all other persons furnishing services, labor or material in connection with the work or receipts in full together with proper and sufficient affidavits satisfactory to the Owner to the effect that the receipts cover all the services, labor and subcontractors in connection with the work, except as covered by the release and waivers of liens actually furnished. But if any subcontractor, laborer, materialman or other person refuses to furnish a waiver or release or receipt in full, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against any claim or lien or otherwise arising with respect to the claim or the person or persons refusing to furnish same.

**INDEMNITY AND COMPLIANCE WITH LAWS:**

59. The Contractor shall observe and abide by all applicable laws, regulations, ordinances and other rules of the Federal Government, State Territory, or Political Subdivision thereof, or any other duly constituted public authority wherein the work is done; and further agrees to indemnify and hold Owner harmless from liability or penalty which may be imposed or asserted by reason of Contractor's failure or alleged failure to observe and abide thereby.
60. To the fullest extent permitted by Laws and Regulations Contractor shall indemnify and hold harmless Owner and their consultants, agents and employees from and against all claims, damages, losses and expense, direct, indirect or consequential (including but not limited to fees and charges or engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.
61. In any and all claims against Owner or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 60 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under Worker's or Workmen's compensation acts, disability benefit acts or other employee benefit acts.
62. The obligations of Contractor under paragraph 60 shall not extend to the liability of Engineer, Engineer's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, design or specifications.



**NON - WAIVER OF DEFAULTS:**

63. Any failure or failures by the Owner at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Contract shall not constitute a waiver or waivers of such terms or conditions and shall not affect or impair such terms or conditions in any way or the right of the Owner at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

**TERMINATION:**

64. Should the Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen or materials of the proper quality or quantity; fail in any respect to prosecute the work or any portion thereof in any efficient, workmanlike, skillful and careful manner or to the complete satisfaction of the Owner; fail to prosecute the work with all speed consistent with the exercise of due diligence and skill, or shall fail to furnish, and/or make the fullest utilization of, the equipment agreed to be furnished by the Contractor in the performance of this Contract; or, in the event the Agreement and/or the Contract Documents specify a definite time at which performance of the work shall be completed, if the Contractor shall fail to prosecute the work with such speed as in the judgment of the Owner is necessary to complete the same within the time so specified; if the Contractor shall fail to comply with, or shall perform in bad faith, any of the terms of the Agreement, the Plans, the Specifications, these General Conditions, or any of the Contract Documents; then in any such event, each of which shall constitute an event of default, the owner, upon a certificate of Trussville Gas and Water Engineer, that sufficient cause exists to justify such action, may give written notice to the Contractor stating the default, and, if the contractor does not remedy such default within five (5) days after such notice is given the Owner shall have the right, at its sole election, either to terminate the Contract as hereinafter provided, or to furnish any such labor or materials and/or equipment as may in the owner's judgment be required to properly do the work, and/or to complete the same within the agreed time of completion, and to deduct the cost thereof from any money due or thereafter to come due to the Contractor under the Contract. The furnishing of labor or materials and/or equipment by the Owner shall not prevent the Owner from, or be deemed a waiver of its right to, terminate the Contract as herein provided. In the event of the happening of any such event of default and upon the giving of a certificate by Trussville Gas and Water Engineer that sufficient cause exists to justify such action, or should cause exist to justify such action, or should the Contractor become insolvent, should a petition in bankruptcy be filed by or against the Contractor, or should the Contractor take the benefit of any bankruptcy or insolvency law, or file any plan or arrangement thereunder, or if a receiver be appointed for the Contractor or any of its property, the Owner shall have the right to terminate this Contract and to terminate the Contractor's right to proceed with the work or any part thereof regardless of its state of completion, without prejudice to any other right or remedy which the Owner may have against the Contractor (and/or the Surety on the Contractor's bond guaranteeing the performance of this contract), on account of such termination, Owner may, if it so elects, take over the work in its entirety and either complete the work itself or award the work to others to complete. In the event of such taking over of the work by the Owner, or in the event the Owner awards the work to others to complete, Owner for the purpose of completing the work, shall have the right to take possession of and use all or any part of the Contractor's materials, plants, tools, equipment, (including appliances thereon) supplies and property of any and every kind provided by the Contractor, and may finish the work by whatever methods it may deem expedient, including the hiring of any other Contractor or Contractors under such form of contract as the Owner may deem desirable. In any such case the Contractor shall not be entitled to receive any further payment until the work is finished. In the event the Owner takes over the work or awards it to another Contractor, as herein provided; and the costs of completing the work provided for herein is more than the aggregate sum of money obtained by applying the unit prices herein specified to the work so performed, then the Contractor and/or Contractor's Surety or Sureties shall pay the Owner upon demand the amount of such excess. In the event the Owner performs all or any part of such remaining work, the cost thereof shall be deemed to include reasonable overhead of Owner supervising or carrying on the

work so performed and such other costs and damages as the owner may suffer by reason of the Contractor's default. For the purpose of this paragraph, the aggregate sum referred to shall be obtained by applying the unit prices specified in the Contract to the part of the work so taken over or constructed. The failure by the Owner to pursue any remedy afforded it in this Paragraph 60 on the happening or continuance of any event or events of default shall not constitute a waiver of its right at any time to pursue the remedies herein afforded to it. No specific waiver by the Owner of its right to pursue such remedies on account of the happening of any event or events of default shall be, or be considered to be, a waiver of such rights of the Owner with respect to any subsequent event or events of default.

65. Notwithstanding anything herein contained to the contrary, it is understood and it is the intent of the parties hereto that the exercise of powers granted to the Owner in Paragraph 60 shall at all times be equitable and reasonable.

**FORCE MAJEURE:**

66. It is agreed that in the event of either party being rendered unable wholly, or in part, by Force Majeure, to carry out its obligations under this Contract, other than its obligations to make payment of money due hereunder, then on such party's giving notice and full particulars of such Force Majeure in writing to the other party as soon as possible after the occurrence of the cause relied on, then the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period; and such cause shall, as far as possible, be remedied with all reasonable dispatch.
67. The term "**Force Majeure**" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials, and any other causes not within the control of the party claiming a suspension, which by the exercise of due diligence such party shall not have been able to avoid or overcome.

**TITLE:**

68. The title of all work completed and in the course of construction at the site and of all materials furnished by the Owner, irrespective of the location thereof, as between the Owner and the Contractor, or subcontractors, shall not absolve the Contractor from liability for loss or damage to same as provided in the Specifications.

**BONDS:**

69. When the total bid price of the work equals or exceeds \$20,000.00, the Contractor, at its own cost and expense, shall deliver to the Owner upon the execution of this Contract, a "Bond" or "Bonds" with a penalty equal to the total estimated bid price of the work computed as provided in Article 3, of the Agreement, with surety and in a form satisfactory to the Owner and payable to the Owner, its successors and assigns, conditioned that the Contractor will perform faithfully, promptly, and with due diligence all the covenants and agreements on the part of the Contractor contained in the Contract "Documents." Such "Bond" shall, in addition specifically guarantee the payment of all bills for labor and material incurred by the contractor in connection with the prosecution of the work. If such bond shall not be so furnished, the Owner shall have the right to cancel this Contract at Owner's option.

**NOTICES:**

70. Any notice or order provided for in this Contract shall be in writing and shall be considered as having been given to the owner if delivered personally to its designated representative at the site of the work with authority to act for it or if mailed by Registered mail, postage prepaid to Trussville Gas and Water, Box 819, Trussville, Alabama 35173, or to the Contractor if delivered personally to its designated representative at the site of the work or if mailed by registered mail, postage prepaid, addressed to the Contractor at his principal office as designated on Page 1 of the Agreement.

**CONFLICTS AND INTERPRETATIONS:**

71. The fact that any one of the Contract Documents shall specify work or acts to be done, etc., in connection with any particular operation, that is required by another of the Contract Documents or shall broaden the obligations of either of the parties over the obligations expressed in other of the Contract Documents, is not and shall not be considered a conflict. It is the intention of the parties that the Contract Documents and their provisions shall be cumulative.
72. Before the date set for submission of bids, if any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, he may submit to Trussville Gas and Water Engineer a written request for the interpretation thereof. The persons submitting such request will be responsible for its prompt delivery. The Engineer will thereupon issue an interpretation as an addendum to the Contract Document, a copy of which shall be mailed or faxed to each person receiving a set of such documents. The owner will not be responsible for any other explanation or interpretation of the Contract Documents.
73. It is agreed that after signing of the Agreement, the decision of Trussville Gas and Water Engineer shall be final and binding as to the meaning of any provision of the Contract Documents. It is further agreed that Trussville Gas and Water Engineer shall have the right to correct any errors or omission or commission when corrections are necessary to the proper fulfillment of the intent to the Contract Documents.

**NOTICE OF COMPLETION OF CONTRACT:**

74. Contracts in the amount of \$50,000.00 or more, the contractor shall immediately after completion of the contract, give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by posting at the courthouse for thirty days, and proof of same shall be made by the judge of probate, sheriff and the contractor.
75. Contracts less than \$50,000.00, the contractor shall immediately after completion of the contract, give notice of the completion by an advertisement in a newspaper of general circulation published in the county of the contracting agency and shall post notice of final completion on the agency'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 may be made at any time after the notice has been posted for one entire week.

**ALABAMA IMMIGRATION LAW COMPLIANCE:**

76. Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify ( if applicable) to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the Board. Contractor shall also enroll in the E-Verify Program (if required) prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to

employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

77. Prior to awarding contract, Trussville Gas and Water shall have received completed "Affidavit of Alabama Immigration Compliance" (Appendix A) from low-bid contractor. If low-bid contractor uses subcontractors, the "Affidavit of Alabama Immigration Compliance – Subcontractor" (Appendix A) will be completed and returned to the contractor or Grantee of Trussville Gas and Water before subcontractor begins any work on behalf of the contractor.

#### **SAFETY PROGRAM**

78. Prior to commencing any work on the project, contractor shall furnish written certification to Trussville Gas and Water that all contractor's and subcontractor's personnel on the project have successfully completed an Employee Safety Program to help prevent accidents and maintain a safe work environment.

#### **OPERATOR QUALIFICATION PROGRAM (OQ) (Gas Projects)**

79. Prior to commencing any work on the project, contractor shall allow access by Trussville Gas and Water through Energy WorldNet to verify that Contractor's and Subcontractor's employees are qualified to perform Covered Tasks as described in Trussville Gas and Water's Operator Qualification plan. Contractor agrees to follow the requirements of this plan, which applies to Contractor and Subcontractors performing covered tasks, including supervision of nonqualified personnel.

#### **BORING AND PUNCHING**

80. On all projects where water and gas mains and service lines cross sewer mains or laterals and are installed by punching, directional boring or dry jack-and-bore, Contractor shall provide video documentation of both pre- and post-construction condition of the sewer main or lateral being crossed. The video documentation shall be submitted prior to the gas and water mains and service lines being put in service. The video documentation shall be submitted in electronic form on CD, DVD, or thumb drive and shall become the property of Trussville Gas and Water.

#### **EXCLUSION OF CONSEQUENTIAL DAMAGES**

81. NOTWITHSTANDING ANY OTHER PROVISION IN THE CONTRACT, THE CONTRACTOR AGREES THAT, IN THE EVENT IT MAKES OR ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST OWNER ARISING FROM ITS ALLEGED BREACH OF THIS CONTRACT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM OWNER AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE CONTRACTOR'S ACTUAL, DIRECT DAMAGES ARISING FROM OWNER'S BREACH. THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT THE TERMS IN THIS PROVISION WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT OWNER WOULD NOT HAVE ENTERED INTO THIS CONTRACT WITHOUT THE INCLUSION OF THIS LIMITATION. IN NO EVENT WILL THE OWNER BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST ADVANTAGE, LOST OPPORTUNITY, LOSS OF SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS) ARISING FROM ANY BREACH OR ALLEGED BREACH OF THIS CONTRACT BY OWNER.

#### **OPEN TRADE**

82. Pursuant to Ala. Code § 41-16-5 (1975), Contractor represents and agrees that, by entering this Contract, it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

# **SPECIFICATIONS**

## **GAS LEAK SURVEY BID SPECIFICATIONS**

### **Contact Information:**

For site visitation, questions or clarifications please contact Brian King, Supervisor, at (205) 438-2660 or [bking@trussville.com](mailto:bking@trussville.com) or Bryan Smith, Chief Engineer, at (205) 228-1095 or [bsmith@trussville.com](mailto:bsmith@trussville.com).

### **Requirements:**

#### **Personnel Qualifications**

1. All personnel will be Operator Qualified (OQ) with Energy WorldNet
  - OQ documentation provided prior to bid award
  - OQ documentation provided prior to any personnel changes
  - Minimum OQ requirements (EnergyWorldNet):
    - a. Flammable Gas Atmosphere
    - b. Report of Gas Odor/Liquid Release
    - c. Leak Investigation
    - d. Leak Survey and Patrols
    - e. Recognizing Emergency Conditions
2. All personnel will be subject to DOT Drug & Alcohol testing per 49 CFR Part 199 and Part 40
  - Drug & Alcohol program documentation provided prior to bid award
  - Drug & Alcohol documentation provided prior to any personnel changes
  - Trussville Utilities will be notified immediately of any failures

#### **Equipment Requirements**

- DPIR Heath Detecto Pak or approved equivalent
- Flame Ionization Detector (FID) Unit
- Combustible Gas Indicator (CGI) Unit
- Portable Laser Methane Detector such as Gas Trac LZ-30 or approved equivalent
- All equipment shall have been calibrated within the previous month and documentation shall be submitted to Trussville Utilities prior to starting work.
- All equipment shall be recalibrated daily and copies of calibration documentation shall be submitted to Trussville Gas & Water.
- Advanced Mobile Leak Detection (AML) is required and must be preapproved

#### **Scope of Work**

- Walking and Mobile leak survey of Trussville Gas & Water's natural gas mains and service lines utilizing DPIR or FID and CGI Units simultaneously. In addition, meter regulator stations, HPRs, and all bridge, river and creek

crossings will be leak surveyed. The mains and service lines, where leak indications as found through use of AMDL, shall be surveyed by walking whether they are located under paved or unpaved areas.

- Perform and document under-river and under-creek crossing survey. FID or DPIR as much as possible and visual of remainder.
- Document atmospheric corrosion and any other abnormal conditions
- Document and classify leaks:
  - 1) Bar hole all 4 directions until 0% gas found. All bar holes should be equal depth and diameter down to the pipe where necessary.
  - 2) Classify leaks per Trussville Gas & Water O&M manual (Leak classification criteria attached S-3 to S-5).
  - 3) Notify Brian King or his designee of all Class 1 leaks by phone as they are found.
  - 4) Notify Brian King or his designee of all Class 2 & Class 3 leaks daily.
- Submit all completed leak reports
- Work shall not be performed under adverse weather conditions: rain, fog, ice or snow, frost, high or gusty winds.
- Trussville Gas & Water's personnel will spot-check the performance of the Contractor's crew(s) by observing the crew at work at unannounced times and unspecified intervals. At all other times, the Contractor will work unsupervised.
- Trussville Utilities will provide gas system maps for the Contractor's use to locate the mains and a handheld tablet. The maps and tablet will be returned to Trussville Gas & Water at the completion of the project and shall not be duplicated. Because not all gas service lines are shown on the system maps, the Contractor is responsible for locating each gas meter, then leak survey each service line by walking the service line from the meter to the main.
- The Contractor is responsible for highlighting the gas lines surveyed and writing a start and stop time on each map as it is completed. The completed maps will be returned to Trussville Gas & Water as a record of the leak survey.
- No more than 8 technicians shall survey at any time.
- The leak classification will be graded on the Gas Pipe Technology Committee Leak Classification & Action Criteria
- A GPS trail of the survey will be required.
- Contractor vehicles shall be consistent in appearance and color.

**GAS PIPE TECHNOLOGY COMMITTEE LEAK  
CLASSIFICATION and ACTION CRITERIA**

GRADE	DEFINITION	ACTION CRITERIA	EXAMPLES
1	<p>A leak that represents an existing or probable hazard to persons or property, and requires immediate repair or continuous action until the conditions are no longer hazardous.</p>	<p>Requires <i>prompt action</i>* to protect life and property, and continuous action until the conditions are no longer hazardous.</p> <p>*The prompt action in some instances may require one or more of the following:</p> <ol style="list-style-type: none"> <li>a. Implementation of company Emergency Plan (§192.615).</li> <li>b. Evacuating premises.</li> <li>c. Blocking off an area.</li> <li>d. Rerouting traffic.</li> <li>e. Eliminating sources of ignition.</li> <li>f. Venting the area.</li> <li>g. Stopping the flow of gas by closing valves or other means.</li> <li>h. Notifying police and fire departments.</li> </ol>	<ol style="list-style-type: none"> <li>1. Any leak which, in the judgment of operating personnel at the scene, is regarded as an immediate hazard.</li> <li>2. Escaping gas that has ignited.</li> <li>3. Any indication of gas which has migrated into or under a building, or into a tunnel.</li> <li>4. Any reading at the outside wall of a building, or where gas would likely migrate to an outside wall of a building.</li> <li>5. Any reading of 80% LEL, or greater, in a confined space.</li> <li>6. Any reading of 80% LEL or greater in small substructures (other than gas associated substructures) from which gas would likely migrate to the outside wall of a building.</li> <li>7. Any leak that can be seen, heard, or felt, and which is in a location that may endanger the general public or property.</li> </ol>



**GAS PIPE TECHNOLOGY COMMITTEE LEAK  
CLASSIFICATION and ACTION CRITERIA**

GRADE	DEFINITION	ACTION CRITERIA	EXAMPLES
2	<p>A leak that is recognized as being non-hazardous at the time of detection, but justifies scheduled repair based on probable future hazard.</p>	<p>Leaks should be repaired or cleared within one calendar year, but no later than 15 months from the date the leak was reported. In determining the repair priority, criteria such as the following should be considered:</p> <ol style="list-style-type: none"> <li>a. Amount and migration of gas.</li> <li>b. Proximity of gas to buildings and subsurface structures.</li> <li>c. Extent of pavement.</li> <li>d. Soil type and soil conditions (such as frost cap, moisture and natural venting).</li> </ol> <p>Grade 2 leaks should be reevaluated at least once every six months until cleared. The frequency of reevaluation should be determined by the location and magnitude of the leakage condition.</p> <p>Grade 2 leaks may vary greatly in degree of potential hazard. Some Grade 2 leaks, when evaluated by the above criteria, may justify scheduled repair within the next 5 working days.</p> <p>Others will justify repair within 30 days. During the working day on which the leak is discovered, these situations should be brought to the attention of the individual responsible for scheduling leak repair.</p> <p>On the other hand, many Grade 2 leaks, because of their location and magnitude, can be scheduled for repair on a normal routine basis with periodic reinspection as necessary.</p>	<p><i>A. Leaks Requiring Action Ahead of Ground Freezing or Other Adverse Changes in Venting Conditions.</i></p> <p>Any leak which, under frozen or other adverse soil conditions, would likely migrate to the outside wall of a building.</p> <p><i>B. Leaks Requiring Action Within Six Months..</i></p> <ol style="list-style-type: none"> <li>1. Any reading of 40% LEL, or greater, under a sidewalk in a wall-to-wall paved area that does not qualify as a Grade 1 leak.</li> <li>2. Any reading of 100% LEL, or greater, under a street in a wall-to-wall paved area that has significant gas migration and does not qualify as a Grade 1 Leak.</li> <li>3. Any reading less than 80% LEL in small substructures (other than gas associated substructures) from which gas would likely migrate creating a probable future hazard.</li> <li>4. Any reading between 20% LEL and 80% LEL in a confined space.</li> <li>5. Any reading on a pipeline operating at 30% SMYS, or greater, in a Class 3 or 4 location, which does not qualify as a Grade 1 Leak.</li> <li>6. Any reading of 80% LEL, or greater, in gas associated substructures.</li> <li>7. Any leak which, in the judgment of operating personnel at the scene, is of sufficient magnitude to justify scheduled repair.</li> </ol>

**GAS PIPE TECHNOLOGY COMMITTEE LEAK  
CLASSIFICATION and ACTION CRITERIA**

<b>GRADE</b>	<b>DEFINITION</b>	<b>ACTION CRITERIA</b>	<b>EXAMPLES</b>
3	A leak that is non-hazardous at the time of detection and can be reasonably expected to remain non-hazardous.	These leaks should be reevaluated during the next scheduled survey, or within 15 months of the date reported, whichever occurs first, until the leak is regarded or no longer results in a reading.	<p><i>Leaks Requiring Reevaluation at Periodic Intervals</i></p> <ol style="list-style-type: none"> <li>1. Any reading of less than 80% LEL in small gas associated substructures.</li> <li>2. Any reading under a street in areas without wall-to-wall paving where it is unlikely the gas could migrate to the outside wall of a building.</li> <li>3. Any reading of less than 20% LEL in a confined space.</li> </ol>

**APPENDIX A**  
**Alabama Immigration**  
**Law Compliance**

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE**

In compliance with, Sections 31-13-9 (a) and (b) of the Alabama Code, this Affidavit of Alabama Immigration Compliance must be completed and signed by an officer or owner of a contractor or grantee as a condition for the award of any contract by the Utilities Board of the City of Trussville (“the Board”) to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama, a political subdivision of the State of Alabama, or any public funded entity. Please complete either Part I (if you do not employ one or more employees in the State of Alabama) or Part II (if you do employ one or more employees in the State of Alabama). Part II must be notarized as well.

<p><b>PART I - (COMPLETE IF YOU DO NOT EMPLOY ONE OR MORE EMPLOYEES IN ALABAMA)</b></p> <p>I certify in my capacity as _____ (your position) for _____ (name of contractor or grantee), that Contractor or Grantee does not employ one or more employees in the State of Alabama.</p> <p>_____</p> <p>Signature</p>
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**OR**

<p><b>PART II - (COMPLETE IF YOU DO EMPLOY ONE OR MORE EMPLOYEES IN ALABAMA)</b></p> <p>State of Alabama: County of _____:</p> <p>Before me, a notary public, personally appeared _____ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:</p> <p>As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for _____ (name of contractor or grantee), said Contractor or Grantee does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, Contractor or Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.</p> <p>I further attest that said Contractor or Grantee is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment.</p> <p>I have read this Affidavit and swear and affirm that it is true and correct.</p> <p>_____</p> <p>Signature of Affiant</p> <p>Sworn to and subscribed before me this _____ day of _____, 2____.</p> <p>I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.</p> <p>_____</p> <p>Signature and Seal of Notary Public</p>
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**TO BE RETURNED TO THE UTILITIES BOARD OF THE CITY OF TRUSSVILLE**

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE – SUBCONTRACTOR**

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the “Act”); CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor and notarized, as a condition for the award of any contract by Utilities Board of the City of Trussville (“the Board”) to a Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama, or funds from any political subdivision of the State of Alabama, or any public funded entity. A notarized Subcontractor Affidavit in this format shall be acceptable by the Utilities Board of the City of Trussville in compliance with the Act. Subcontractors are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:

County of \_\_\_\_\_:

Before me, a notary public, personally appeared \_\_\_\_\_ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a subcontractor to a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as \_\_\_\_\_ (your position) for \_\_\_\_\_ (name of subcontractor), said subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, subcontractor affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I further attest that said subcontractor is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment. Further, as a direct subcontractor, for those current employees for whom the E-Verify system may not be used in accordance with applicable federal rules and regulations, subcontractor has reviewed, or had reviewed, the Form I-9s for each of its current employees and has a good faith belief that it has complied with ALA. CODE §§ 31-13-9(c) and (d).

I have read this Affidavit and swear and affirm that it is true and correct.

\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_  
Signature and Seal of Notary Public

**TO BE RETURNED TO THE CONTRACTOR OR GRANTEE OF THE UTILITIES BOARD OF THE CITY OF TRUSSVILLE**