



**REQUEST FOR QUALIFICATIONS**

**Decentralized Wastewater Improvements for the Village of Chepachet**

**RFQ - #2024-01**

**RESPONSES DUE: December 11, 2023 at 3:00 pm.**

Town of Gloucester – Finance  
1145 Putnam Pike  
Chepachet, RI 02814  
401-568-6206

## **INFORMATION AND INSTRUCTIONS**

The Town of Glocester, Rhode Island is soliciting qualified firms for assisting the Town with ***Decentralized Wastewater Improvements for Chepachet Village***.

The ***Decentralized Wastewater Improvements for Chepachet Village*** project is funded through Southeast New England Program Watershed Implementation and Decentralized Wastewater Improvement Grants as well as American Recovery Plan Act State and Local Fiscal Recovery Funds.

The selected firm will be responsible for following Rhode Island Department of Health and Rhode Island Department of Environmental Management guidelines related to decentralized wastewater.

The Town Council reserves the right to reject any and all responses and to waive technicalities or irregularities, and after careful consideration of all submissions and factors involved, make the award to best serve the interests of the Town of Glocester.

## **INTRODUCTION**

The objective of this RFQ is to provide for sufficient information that enables qualified Consultants to submit a written Statement of Qualifications.

It is the Town's intent to have a Consultant assist the Town for Decentralized Wastewater Improvements for the Village of Chepachet similar to the process outlined Chepachet Village Decentralized Wastewater Demonstration Project Report (2005) [available upon request]. The selected Consultant is expected to work closely with the Town of Glocester staff and the RI Department of Environmental Management as part of the project team to successfully complete this work.

This RFQ is not a contractual offer, nor is it a commitment to purchase services. Contents of this RFQ and the Consultant's submittal will be used as the basis to determine final contractual obligations. It is understood that this RFQ and the successful Consultant's submittal may be attached or included by reference, in part or in whole, to any agreement regarding the services included in this RFQ between the Town and said Consultant.

## **QUESTIONS**

Any explanation desired by a submitting Consultant regarding the meaning or interpretation of the RFQ, or any part thereof, must be submitted in writing (via email) and directed to Mark Capuano, Finance Director at [markcapuano@glocesterri.gov](mailto:markcapuano@glocesterri.gov), no less than three working days prior to the time that submittals are due. Any interpretation made will be in the form of an addendum to the RFQ, issued by the Town and will be posted to the Town Website – <https://www.glocesterri.org/>. It is the sole responsibility of the Consultant to obtain any RFQ updates or addenda. Please include ***“Decentralized Wastewater Improvements for Chepachet Village”*** in the subject line for all emails and correspondence related to this project.

## **SUBMISSION PROCEDURES**

For consideration, Consultants are required to submit five (5) hard copies of their response. Failure to provide the submittal in the appropriate manner will result in disqualification. Fax submittals are not permitted and will not be accepted. Submittals and modifications thereof received after the stated time of closing will not be considered. The Town is not responsible for late deliveries.

Due Date: December 11, 2023 at 3:00 pm.

## **CONDITIONS AFFECTING THE WORK**

Before submitting a proposal, each submitting Consultant is advised to:

1. Examine this RFQ documents thoroughly.
2. Review the Chepachet Village Revitalization Plan - [https://www.glocesterri.org/Chepachet\\_Village\\_Revitalization\\_Plan\\_-\\_2020.pdf](https://www.glocesterri.org/Chepachet_Village_Revitalization_Plan_-_2020.pdf)
3. Review the Chepachet Village Decentralized Wastewater Demonstration Project Report (attached)
4. Ensure familiarity with federal, state, and local laws, ordinances, rules, and regulations that may – in any manner – affect the cost, progress, or performance of the work.
5. Study and carefully correlate said Consultant's observations with the RFQ response.

Failure to do so will not relieve any Consultant from any contractual obligations of the work described herein.

## **BASIS FOR SELECTION**

The selection will be based on the consultant's level of experience with targeted outreach activities, engineering related to decentralized wastewater systems and project management related to coordinated decentralized wastewater projects.

The Selection Committee will be made up of Town staff and may include individuals from the Rhode Island Rural Water Association, the US Environmental Protection Agency, Rhode Island Department of Health and the RI Department of Environmental Management.

The Selection Committee will review the submittals and evaluate all responses received based on the criteria provided herein. The Town intends to select the Consultant who represents the most qualified team to the Town and begin the negotiation and award process based on the evaluated scores.

The Town reserves the right to either interview selected Consultants or request additional information to help in determining the most qualified Consultant. The Town may select based on any combination of written or interview evaluations. Selection of the committee shall be final. The selected Consultant shall be notified in writing by the Town, and no other method shall be considered to be an official notification of selection by the Town. The Town reserves the right to reject any or all of the submittals.

If the Town elects to select one of the submitting Consultants, the Town will have the right to negotiate with said submitting Consultant over the final terms and conditions of the contract in the best interest of the Town. The primary objective of the negotiations is to maximize the Town's ability to obtain the best value, based on the requirements and evaluations relating to this RFQ. If an agreement cannot be reached, the negotiations will be terminated and similar negotiations will occur with the second-ranked submitting Consultant.

This RFQ requires that a good faith effort must be made to ensure the Minority Business Enterprise/Women Business Enterprise (MBE/WBE) are made aware of contracting and subcontracting opportunities to the fullest extent practicable through recruitment activities. As part of the proposal development, vendors are encouraged to consider subcontracting opportunities for MBE/WBE and incorporate those opportunities into the proposal.

## **SCOPE OF WORK**

### **Background**

Located just 20 minutes west of Providence, Rhode Island, Glocester is considered a rural community. With a population of approximately 10,000 residents and an area of 56.8 square miles, the community provides a small town atmosphere and affordable living. Glocester serves as the gateway into the northwestern part of the state while also serving as an entry point into Connecticut and Massachusetts.

Chepachet Village is the historic, civic, and economic development center of the Town. This study is a part of a much larger initiative to revitalize Chepachet Village, the Town's primary commerce center, which has been on-going for well over 25 years.

The Town has been working towards the revitalization of Chepachet Village since the early 1990's beginning with the Chepachet Village Planning Project, which outlined goals, recommendations and implementation steps to spur economic and historic revitalization. The Town has been steadily working its way towards implementing the steps outlined in the Plan to create an environment in which the Village's resources can thrive and expand.

The first major implementation step was taken in 1991 with the adoption of the local historic district and the creation of the Historic District Commission. The Town recognized that while there is an impressive concentration of historical architecture within the district, the Village was becoming a mix of modern commercial buildings and historic resources. The establishment of the local historic district ensured the protection of the architectural and historic integrity of the Village.

Throughout the years, the Town made infrastructure improvements to enhance the visual character of the district in anticipation of attracting private investments and additional economic development opportunities to the Village. The Town, in partnership with other agencies, saw the implementation of over \$15 million in infrastructure investment contributing to the Village's character as a historic, walkable commerce center including new brick sidewalks and crosswalks, period lighting, street trees, planters, new signage and a new roundabout replacing the only stoplight in the district.

During this time, the Town significantly invested in Glocester Memorial Park, the largest recreational facility in Glocester. This facility, which houses active and passive recreational opportunities for all residents including basketball courts, tennis courts, baseball/soft ball fields, multi-purpose fields, and a playground, acts as yet another draw to bring residents and visitors to

the Town's historic and economic center.

The Town also constructed the Senior Center in Chepachet Village to further increase potential traffic through the business district. The Senior Center building was completed in January 2007 and offers a variety of services and activities including meals, exercise classes, and dancing. Other important civic buildings in the Village include Town Hall and a public library. Acting as a leader in the revitalization of historic structures in the Village, the Town heavily invested in the historic Town Hall structure and grounds including new windows, energy upgrades, new exterior paint, significant landscaping improvements and new signage.

As the infrastructure improvements were being implemented, the Town recognized that it had to be at the forefront enabling and encouraging appropriately designed and scaled economic development. As recommended in the Chepachet Village Planning Project, the Town adopted Village District zoning in 2012. The purpose of the Village District is to streamline the permitting of mixed used development to encourage the adaptive reuse of existing buildings and the infill of vacant or abandoned properties in order to create a more vibrant commercial and residential mix while maintaining the historic character of the Village. The village district zoning ensures that historic and modern structures can seamlessly coexist, appropriately accommodating the economic growth that the Town needs.

In 2018, the Town completed an outdoor pavilion in Chepachet Village. This new civic resource includes an open air, covered pavilion, parking, landscaping, and restrooms. It has already hosted many community events including concerts and festivals. This facility, which compliments the historic architecture of the area, has provided a much needed space to host larger scale community events, drawing large crowds to the Village area throughout the year. The most recent event, the annual Scarecrow Festival held in October 2022, drew over 1,200 people to the Village.

In 2019, the Town received a \$250,000 grant from the National Park Service to fund façade improvements for historic buildings in Chepachet Village. The Town received one of nine (9) total grants awarded nationwide and was the only municipality to receive one of these Historic Preservation Grants. Additionally, in 2019, the Town was awarded \$400,000 from RIDEM to provide major upgrades to Glocester Memorial Park, the Town's largest recreation facility which is located right in Chepachet Village. These upgrades include a new all ages playground, a new basketball court, a bocce court, shade and picnic areas and the development of a direct pedestrian-only link from the park to the commercial center of the Village.

In 2021, the Town adopted the Chepachet Village Revitalization Plan ([https://www.glocesterri.org/Chepachet\\_Village\\_Revitalization\\_Plan\\_-\\_2020.pdf](https://www.glocesterri.org/Chepachet_Village_Revitalization_Plan_-_2020.pdf)). The plan is built on all previous planning efforts to develop a targeted revitalization plan for Chepachet Village to create a five-year implementation and investment plan to identify opportunities for scattered site affordable housing integrated within mixed-use development, preserve historic resources, strengthen and expand small businesses, improve recreational resources, improve buildings and infrastructure, implement creative re-use of property, increase tourism and develop

infill recommendations. This plan assesses current properties, envisions improvements and sets a roadmap to target investments in Chepachet Village.

One of major obstacles to business expansion and development in general identified in the Plan is the lack of public water and sewer infrastructure in Chepachet Village. Engineering and installing individual private wells and wastewater treatment systems on an individual parcel basis is often cost prohibitive for small businesses. Reuse of underutilized spaces, such as second floors, can also be hindered by water and septic requirements, including for affordable housing. The recommendations in the Plan include exploring opportunities to establish a reliable, permanent, potable drinking water source for the Village and exploring opportunities for package and shared wastewater systems.

The Town kicked off a Public Water Feasibility Study to in September 2023 with Northeast Water Solutions, Inc. to explore drinking water solutions for the Village of Chepachet. This companion project will explore and oversee the implementation of decentralized wastewater solutions in the Village of Chepachet. Coordination between the two (2) on-going projects will be a necessary component of this project.

## **PURPOSE**

The Town of Glocester has issued this RFQ for the purpose of soliciting qualified Consultants to assist the Town with ***Decentralized Wastewater Improvements for Chepachet Village***.

The issue of wastewater management in Chepachet Village has been examined in the past. This approach is different as it proposes an incentivized, decentralized approach to wastewater management. In concert with RIDEM, the Town has determined that this approach is necessary to finally solve the wastewater issues in Chepachet Village. The data gathered in previous studies will serve as the foundation of this effort avoiding duplication of what has been analyzed in the past. Any report listed below is available upon request. The previous studies that will inform this effort include:

1. Wastewater Management Facilities Plan (1997) - Several wastewater disposal alternatives were analyzed on cost, environmental effectiveness, feasibility, and implementation. As a result, the Town paid annually to reserve capacity at Burrillville's wastewater treatment facility. The construction costs to establish this connection remained cost prohibitive and the intermunicipal agreement expired. The capacity no longer exists therefore a public sewer connection is not feasible.
2. Groundwater/Stormwater Assessment for Chepachet Village (2004) - This plan analyzed an interrelated set of problems including high groundwater table, poor surface and subsurface drainage, and hydrologic soils which were causing basement flooding, poorly functioning septic systems and contamination of ground and surface water. The Town implemented a project to intercept surface runoff to lower the groundwater table enabling existing wastewater systems to perform better by reducing water infiltration and increasing the depth to the groundwater table, resulting in significant stormwater

- improvements in the Village.
3. Chepachet Village Decentralized Wastewater Demonstration Project (2005) - Alternative wastewater technologies were used to repair failing septic systems on the most challenging multi-family and commercial properties. Five (5) package systems were installed. This current, proposed project specifically builds on the proven success of this demonstration project. This study included a very preliminary analysis of Village wastewater treatment options designed to identify management options for further analysis and locations where site specific data is needed; including field investigations to confirm the findings and develop an implementation plan for wastewater management in the Village. Importantly for this grant, data was developed for average annual nitrogen loading to groundwater. The study found that the majority of public wells have low nitrogen levels, but the estimated nitrogen levels were high enough to warrant concern for individual wells.
  4. Chepachet Village Wastewater and Stormwater Retrofit Assessment (2009) - This project included a stormwater retrofit assessment of sites in the Village and resulted in the implementation of several stormwater projects. The Town went on to implement many of the recommended stormwater projects. Additionally, this project took a centralized approach to wastewater management, proposing the creation of two (2) wastewater management districts including wastewater disposal sites and preliminary cost estimates. Conceptual costs (up to \$60,000+ per parcel) were too high to justify moving forward with a centralized approach to wastewater management.

The Town has been working to identify the infrastructure issues in the Village and act to address these challenges. This advance work and background data helped to clearly defined the project area and provide a manageable scope for decentralized wastewater improvements.

Focusing on priority properties (cesspools, holding tanks, OWTS in public well radius, within 200' of the river) this project will explore opportunities for innovative and alternative septic systems, educating property owners of different possibilities available and where individual systems are not feasible, look for opportunities to join with neighboring property owners with comparable wastewater needs.

The ultimate goals of the project include:

1. Provide financial incentives that lead to the construction of as many wastewater upgrades as financially feasible in Chepachet Village.
2. Establish an innovative, third party management entity to ensure the long term viability of these wastewater investments.
3. As the results of these upgrades are implemented, reduce the number of properties using point of entry systems on drinking water wells.
4. As a result of these upgrades, restore the quality of the Chepachet River and remove the TMDL.



## **CONSULTANT SERVICES**

### **Task 1: Project Administration**

Perform project management functions related to the following:

- Staffing the project.
- Budget tracking and fiscal management.
- Invoicing and project status reporting.
- Periodic meetings between the Town, US Environmental Protection Agency, RI Department of Health, RI Department of Environmental Management, and property owners and/or users of proposed decentralized wastewater systems.
- Develop Quality Assurance Project Plan (QAPP) and facilitate approval by the US Environmental Protection Agency.
- Deliverable – EPA approved QAPP, Monthly invoices which include overall budget tracking and project status reporting.

### **Task 2: Develop Outreach and Communication Strategy**

Develop and engage in a comprehensive communication and outreach program, outlining the costs and benefits of program participation, emphasizing the opportunity for significant financial assistance that will only be available for a limited period of time. As interest in the program increases, there will be opportunities to look at both individual and small shared systems in a way that would not be possible without this type of comprehensive approach.

Develop a robust outreach, education and communication strategy utilizing a suite of activities, materials and distribution formats.

- The effort will involve direct communication with all properties in the Village and will be used to understand deterrents to wastewater upgrades (financial, locational, etc.) and quantify overall demand for participation in the program.
- The deterrents noted will be incorporated into the incentive program. The overall demand will be used to establish a financial incentive program for decentralized wastewater upgrades.
- Deliverable - Marketing and Communication Strategy and Materials, Implementation of Strategy

### **Task 3: Develop a Financial Incentive Program for Wastewater Upgrades**

Develop a tiered financial incentive program to offset the costs of wastewater upgrades:

- Prioritize cesspools, holding tanks, OWTS in RI Department of Health's "inner protective radius" (200' in most cases for bedrock wells), OWTS within 200' of the River, and constrained properties necessitating shared systems. Using RIDEM wastewater permit data, the Town has identified the locations of known and suspected cesspool locations. Additionally, the Town has identified the locations and sizes of holding tanks that are currently in use, which are very likely to be discharge points as the frequency of required pump outs is unlikely to be met by all property owners. This will act as the starting point for determining age and status of the existing decentralized systems. Location and risk will be used as primary factor in creating the financial incentive program for wastewater

upgrades and the necessity of A/E technology.

- Additional incentive will be provided for upgrading to A/E nitrogen reducing systems.
- A condition of the financial incentive would be membership in the wastewater management district for the long term operation and maintenance of the system, memorialized in a recorded deed restriction to be developed as part of this project.
- Deliverable – Finance program, including incentives to share with interested property owners for participation in the program; draft deed restriction.

#### Task 4: Prepare RFP for 3<sup>rd</sup> Party Wastewater Management Entity for Long-Term Operation and Maintenance

The Town intends to establish a Responsible Management Entity (RME) whereby ownership of the wastewater system remains with the property owner and the operations & maintenance responsibility is transferred to a third party. Please refer to EPA's RME guidelines for additional information - [https://www.epa.gov/sites/default/files/2015-06/documents/septic\\_guidelines.pdf](https://www.epa.gov/sites/default/files/2015-06/documents/septic_guidelines.pdf). Many towns have established an RME by adding an additional Town employee to their staff to manage the RME. In smaller rural communities where staff is already limited, hiring a new employee is not feasible. Through this effort, the Town would like to explore avenues by which the operation and maintenance of wastewater treatment could be entirely privatized and establish a model that could be replicated by smaller, rural communities. In researching the operation and maintenance of wastewater treatment, many efforts in smaller communities fail because of a lack of expertise (no Town Engineer), a lack of capacity (part time staff, volunteer commissions) or a lack of succession planning (turnover of the single staff person often leads to program collapse). The goal of this project is to establish a system where the Town defines the RME area, membership and provides or facilitates direct financial incentive for actively participating in the RME while the ongoing operation and maintenance of the RME exists entirely outside of the local government. The Town will seek out a third party that will partner with the Town for the management of the RME over the long term. As a condition of any financial assistance received from the decentralized wastewater program, the property owner will be required to become a member of the RME and pay a to-be -determined annual fee, collected and managed by the third party, for the required operation and maintenance of their wastewater system. As new systems are installed, membership in the RME will grow and will be transitioned to the operation and maintenance phase and to the qualified third party, becoming financially self-sufficient by requiring an annual fee, paid directly to the third party.

To that end, the selected consultant shall:

- Consult with the Town on the development of the RFP and RME responsibilities.
- Develop and release an RFP outlining the roles, responsibilities, fees, monitoring parameters, and process of a third party operation and maintenance entity for the long-term operation and maintenance of a newly established wastewater management district for Chepachet Village.
- Assist in evaluation of proposals and selection of preferred entity.
- Deliverable – 3<sup>rd</sup> party O&M contractor for long term maintenance and monitoring of

wastewater systems in the district, defined relationship with Town and property owners and fee structure, enforcement strategy to keep sites in the program with renewed O&M contracts.

#### Task 5: Application for Program Participation

Create application and program parameters for interested property owners to participate in wastewater upgrades. Include O & M contractor in this process if secured.

- Deliverable – Application materials

#### Task 6: Soil Sampling, Preliminary Engineering and Wastewater Technology Selection

Review all applications for program participation. Develop the following:

- A list a properties recommended to share a wastewater system.
- A legal agreement that can be used for shared wastewater systems between different property owners.
- Using soil data, potential acceptable locations for shared and individual wastewater systems.
- For each proposal selected for funding and in concert with the Town and RIDEM, recommend a wastewater technology for each property and preliminary cost estimates for each property.
- Deliverable - Ranked list of properties interested in wastewater upgrades, location and technology recommendations for wastewater infrastructure, legal agreements necessary to address long-term operation and maintenance of shared wastewater systems.

#### Task 7: Wastewater System Inspection

For all projects selected for funding, private property owners will be responsible for the installation of the recommended system by a private installer. Consultant will inspect final product to ensure recommendations were followed prior to reimbursement of financial incentive.

- Deliverable – Written inspection report to be used by the Town for approving financial incentive payment for each wastewater system.

### **PROJECT SCHEDULE**

The Town of Glocester is looking to have this project completed within 24 months.

### **TOWN RESPONSIBILITIES**

Town staff will assist the selected Consultant where possible, but said Consultant should anticipate and be prepared to be completely self-reliant in accomplishing the tasks associated with this RFQ. The Town will provide, when available, historical information and any other associated documents.

### **SELECTION CRITERIA**

1. Project Team Experience & Qualifications

a. Team Organization, Qualifications (15 Points)

In a narrative, identify the team members (include working titles, degrees, certificates and licenses), describe the roles and responsibility of each team member (including sub consultants), and why each team member is critical to the success of the overall contract. Describe the team's experience and capacity for providing the services being requested in this RFQ. Indicate the Consultant firm represented by each key team member.

- i. Provide an organizational chart, demonstrating the Consultant's relationships and hierarchy of the team described above. Identify key members by name, position, discipline and firm, as well as key back up personnel. Key back up personnel shall be provided for all staff in the org chart.
- ii. Resumes of Consultant's key individuals and back up personnel are to be included as an appendix. Resume length shall not exceed two (2) pages per team member. DO NOT submit resumes of employees who will not actively work on this project. Note that changing key personnel after the contract has been awarded will be subject to the review and approval of the Town.
- iii. Provide the forecasted availability of key members to work on this project in average hours per week over the duration of the contract period.

b. Project History Summary & Matrix (10 Points)

Provide description of previous experience, including a summarized Project History Matrix.

- i. At a minimum, provide a list of five (5) recent contracts/projects the Consultant has completed in the last five years or are ongoing. Include a point of contact, contact information (phone and email), a brief description of the services provided.
- ii. Provide a matrix listing the firm's recent/ongoing projects. Identify all key personnel that completed these recent/ongoing projects and their role in the project.
- iii. Note that only projects completed by key members of the project team will be considered.
- iv. Highlight at least one project that includes decentralized wastewater or similar project that includes key personnel for this proposal.

c. Inclusion of Minority Business Enterprise/Women Business Enterprise in proposed Scope of Work and/or evidence that MBE/WBE were solicited and recruited to participate in the project (10 points)

d. Consultant & Subconsultant References (5 Points)

Provide the contact information (to include names, phone numbers, and email) for a minimum of three references for the prime consultant and each of the subconsultants. References should have direct experience with the Project Manager and other proposed key team members on projects of similar type, complexity and size.

2. Project Understanding and Approach
  - a. Project Understanding (25 points)
    - i. Describe the Consultant's understanding of the overall project goals.
    - ii. Describe the Consultant's understanding of the Town's current wastewater management issues and proposal to address these issues.
  - b. Description of Approach (30 points)
    - i. Clearly describe the process the Consultant will use to accomplish each task outlined in the RFQ.
    - ii. Describe how the Consultant's team will manage and coordinate the necessary disciplines required for accomplishing the services requested.
    - iii. Describe the Consultant's approach to gathering the required data, with as much as possible being gathered independently by the Consultant without assistance from the Town.
    - iv. Describe the Consultant's approach to filling any anticipated gaps in Town provided data.
    - v. Identify the Consultant's project communication plan between the team, Town staff and various stakeholders.
    - vi. Describe of the Consultant's Quality Control (QC) and Quality Assurance (QA) program for the requested services.
    - vii. Include Consultant's approach to effective project management techniques, such as cost control and scheduling tools, and progress reporting to be used on this project.
    - viii. Provide a detailed schedule showing how the consultant intends to accomplish the work and meet the schedule requirements provided in this RFQ. The schedule shall indicate any anticipated workshops, review periods, onsite-work, and draft and final submissions of any deliverables.
3. Presentation, Organization and Clarity of Submittal (5 points)
  - a. Formatting, Document Clarity  
Organization of the proposal, and the manner in which information is presented, should promote the Consultant's ability to assemble clear and concise documentation.

## **DELIVERABLES**

Deliverables are articulated under each individual task listed above. In addition:

- A written report outlining the following performance data:
  - Overall number and type of improved onsite wastewater treatment systems installed as part of this project, including a specific accounting of advanced treatment systems incorporating nutrient reducing technologies
  - Number of properties that join the wastewater management district as part of this program

- Estimated # of pounds of reduced nitrogen load from improved onsite wastewater systems installed
- Funds leveraged as part of this project
- The Town of Glocester shall retain ownership of all data generated.

### **REQUIRED CONTRACT PROVISIONS**

Based on the source of funds used for this project, the following contract provisions will be required for the selected Consultant:

a. Modification or Termination

- i. Contract may not be modified or terminated except in writing signed by the parties hereto. The Contractor's attention is directed to the fact that this Contract is subject to the Public Works Arbitration Act of R.I. General Laws Section 37-16-1 et., seq Unless otherwise provided in this agreement, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of, or relating to, this Agreement or in performance interpretation or breach of it will be decided by arbitration at the election of either party, or in a court of competent jurisdiction within the State in which the Owner is located.
- ii. Any dispute to be arbitrated shall be done so in accordance with the Construction Industry Arbitration Rules and Regulations of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
- iii. However, to the extent allowed by law, if neither party wishes to elect arbitration, and if both parties agree, such claim or controversy may be litigated in a court of competent jurisdiction, as provided in this Agreement. Furthermore, if either party elects to bring such claim or controversy to arbitration, it shall first notify the other party and allow that other party ten (10) calendar days (before filing) within which to have the claim mediated, and shall negotiate in good faith during any such mediation effort.
- iv. In addition, the method of the appointment of an arbitrator shall vary for the method set forth in Article 13 (Appointment form Panel) of the American Arbitration Association (AAA) Construction Industry Arbitration Rules only so far as that: the AAA Shall submit a second, but no further, set of lists should the parties fail to agree upon any of the persons names, or if acceptable arbitrators are unable to act, or if for any other reason the appointment cannot be made from the original submitted lists. If for any reason an appointment cannot be made from the second

set of lists, the AAA shall have the power to make the appointment from other members of the Panel without the submission of any additional lists.

- b. Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:
  - i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- c. Minority Business Enterprise/Women Business Enterprise. A good faith effort to include MBE/WBE in the project must be shown by the contractor. Good faith efforts can include:
  - i. Ensuring MBE/DBE are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
  - ii. Make information on forthcoming opportunities available to MBE/DBE and arrange time frames for contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by MBE/WBE in the competitive process.
  - iii. Consider including subcontracting opportunities for MBE/DBE.
  - iv. Encourage contracting with a consortium of MBE/DBE when a contract/subcontract is too large for one firm to handle individually.
  - v. Use the services of the SBA and the Minority Business Development Agency of the Department of Commerce.
- d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). Contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Work in excess of the 40 hour standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay

for all hours worked in excess of 40 hours in the work week. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

- f. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- g. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors certifies 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, officer or employee 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 U.S.C. 1352.