



CONTRACT DOCUMENTS,
TECHNICAL SPECIFICATIONS AND
CONSTRUCTION DRAWINGS FOR

BONADONA/CATALDO DRAINAGE

PM-19-12-002

**ASCENSION PARISH
(OWNER)**

PARISH PRESIDENT
CLINT COINTMENT

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FUNDING BY:
LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT
LOUISIANA WATERSHED INITIATIVE
03MTR17701-R1

PREPARED BY **MB DESIGN CONSULTANTS, LLC**
8841 BLUEBONNET BLVD., SUITE A
BATON ROUGE, LA 70810
(225) 412-4900
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RELEASED FOR BIDS AND CONSTRUCTION



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Parish of Ascension

Ascension Parish Drainage District West

300 Houmas Street
Donaldsonville, LA 70346

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Clint Cointment
ASCENSION PARISH PRESIDENT

Parish of Ascension

www.ascensionparish.net

Jim Buras
PURCHASING DIRECTOR

Division 0 – Article 1
ADVERTISEMENT
OR INVITATION TO
BIDDERS

Sealed bids will be received by Ascension Parish Purchasing Department, 615 E. Worthey, Gonzales, Louisiana 70737 until June 1, 2023 @ 3:00 p.m. and then at said office publicly opened and read aloud for construction of the project described as follows:

BONADONA/CATALDO DRAINAGE
PROJECT NO. PM-19-12-002
Parish of Ascension

STATEMENT OF WORK:

This project consists of drainage ditch cleaning and shaping, drainage excavation, clearing and grubbing, removal and replacement of drainage pipes and structures and other items as required by the plans, contract documents and technical specifications.

All Bids must be in accordance with the Contract Documents on file at the Ascension Parish Purchasing Department, 615 E. Worthey, Gonzales, Louisiana 70737.

Copies of Specifications, Bid Documents, Contract Documents and Construction Drawings for use in preparing Bids may be obtained from MB Design Consultants, LLC, 8841 Bluebonnet Blvd., Suite A, Baton Rouge, LA 70810, (678) 557-9069 upon deposit of One Hundred Dollars (\$100.00) per set made payable to MB Design Consultants, LLC. Documents can be mailed to bidders with a provided shipping account number. The deposit on the first set of documents furnished to bonafide prime bidders will be fully refunded upon return of the documents, in good condition, no later than ten (10) days after receipt of bids. On other sets of documents furnished to bidders, the deposit less actual cost of reproduction will be refunded upon return of the documents, in good condition, no later than ten (10) days after receipt of bids.

Bid documents may also be obtained from www.centralauctionhouse.com. Electronic bids and electronic bid bonds are accepted at www.centralauctionhouse.com prior to the electronic bidding deadline. No bids are accepted after the Bid Date and Time provided above.

Where bids are to be received on forms furnished by the awarding authority, no contract documents shall be issued to anyone except a Licensed Contractor or his authorized Representatives. **In no event shall any documents for bidding be issued later than seventy-two (72) hours prior to the hour and date set for receiving bids.**

Contractors desiring to bid shall submit to the Project Manager, with their request for Contract Documents, contract documents deposit and evidence that they hold State License of proper classification and in full force and effect.

Bid security in the amount of five percent (5%) of the Total Bid must accompany each Bid and shall be made payable to the Owner.

No bidder may withdraw his bid within forty-five (45) days after the actual date of opening thereof.

All questions regarding this project and the bid package shall be submitted to the Purchasing Department via purchasing@apgov.us by 4:00 pm by May 16, 2023.

A mandatory pre-bid meeting will be held on, May 10, 2023 at 10:00 a.m. the Ascension Parish Courthouse, 300 Houmas Street, Donaldsonville, Louisiana 70346. Only those in attendance at the pre – bid meeting will be considered responsive bidders. The pre-bid meeting may include a non-mandatory visit to the project site.

Bidders shall attach a certified check, cashier's check, or bid bond for not more than five percent of the contract price of work to be done, as an evidence of good faith of the bidder.

To address the above requirement for electronic bids Ascension Parish Government will allow electronic bids submitted via the parish approved on-line bid site to be submitted as follows:

- A. A copy of the bid bond **must** be attached to bid document submitted electronically
- B. The original bid bond document must be received in our office no later than 48 hours after bid opening date and time (**Ascension Parish Purchasing Department, 615 E. Worthey, Gonzales, Louisiana 70737**)
- C. The bid-bond envelope must be clearly labeled as a “Bid Bond” with the project name, vendor’s name as it appears on the bid documents and address.

For bids not delivered electronically, each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, contractor's state license number and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the **Ascension Parish Purchasing Department, 615 E. Worthey, Gonzales, Louisiana**, mailed certified mail and must be received no later than the bid opening.

The Ascension Parish shall not be responsible if the bidder cannot complete and submit a bid due to failure or incomplete delivery of the files submitted electronically.

The Parish of Ascension reserves the right to disqualify any Bid, if it is determined that the submitting business entity is not in good standing with the Louisiana Secretary of State or is not authorized to do business in the State of Louisiana.

Ascension Parish Government reserves the right to reject any and all bids for just cause.

Attention of Bidders is called particularly to the requirements for conditions of employment to be observed and minimum wage rates to be paid under the Contract (Davis-Bacon Act), Section 3 (Low Income Resident Participation) of the Housing and Urban Development Act of 1968, Section 109 (Non-Discrimination) of the Housing and Community Development Act of 1974, Section 503 (Non-Discrimination Against Employees with Disabilities) and Section 504 (Non-Discrimination Against Individuals with Disabilities) of the Rehabilitation Act of 1973, Segregated Facilities, Executive Order 11246, and all applicable laws and regulations of the Federal government and State of Louisiana and bonding and insurance requirements.

Minority owned firms, small businesses, and/or Section 3 businesses are encouraged to participate.

The Ascension Parish Government is an equal opportunity employer.

Any person with disabilities required special accommodations must contact the Ascension Parish Government no later than seven (7) days prior to bid opening.

Successful bidder must have an active Unique Entity ID (UEI), as verified on www.sam.gov, prior to award of contract.

Clint Cointment, Parish President

CHIEF - Please publish 5/4/23, 5/11/23, & 5/18/23

ADVOCATE - Please publish 5/4/23, 5/11/23, & 5/18/23

WEEKLY- Please publish 5/4/23, 5/11/23, & 5/18/23

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Division 0 – Article 2 **INSTRUCTIONS TO BIDDERS**

- 2.1 **CROSS REFERENCE TO PRIMARY STATEMENTS.** Definitions, requirements, and limitations affecting the bidding are contained in the various contract documents, and are not necessarily repeated in these instructions.
- 2.2 **QUALIFICATION OF BIDDERS.** Bidders may be required to submit evidence that they have a practical knowledge of the particular task bid upon, and that they have the financial resources to complete the proposed scope in entirety.

In determining the Bidder's qualifications, the following factors will be considered: contracts previously completed by the Bidder and whether the Bidder (a) maintains a permanent place of business, (b) has adequate plant and equipment to do the task properly and expeditiously, (c) has the financial resources to meet all obligations incidental to the task, and (d) has appropriate technical experience.

Preference will be given to bidders domiciled in Louisiana as stated in Louisiana Public Contract Law (38:2281).

Each Bidder may be required to show that he has completed similar work and that there are no just claims pending against such work. No Bid will be accepted from a Bidder who is engaged on any contract which would impair his ability to perform or finance his work.

- 2.3 **LOUISIANA LICENSE REQUIREMENTS.** Only Bids of Contractors licensed under LSA R.S. – 37:2150 et seq., will be considered. Licensing is supervised by the Louisiana Licensing Board for Contractors, 7434 Perkins Road, Baton Rouge, Louisiana. Contractors desiring to bid shall submit with their Bids evidence that they hold a valid license in the proper classification.
- 2.4 **FAMILIARIZATION WITH THE WORK.** Before submitting his Bid, each prospective Bidder shall familiarize himself with the scope of the task, the sites where the proposed improvements is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work. He shall carefully correlate his observations with requirements of the Contract Documents and otherwise satisfy himself of the expense and difficulties attending performance of the Work. The submission of a Bid will constitute a representation of compliance by the Bidder. There will be no financial adjustment justification for lack of such familiarization. Additionally, evidence of having the lack of familiarization could result in contract termination or substantial financial impacts to the contractor due to liquidated damages or other variables.



- 2.4.1. Site Conditions. Each Bidder shall visit the sites of the Work and completely inform himself relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the Work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the Bid.
- 2.4.2 Access to the Sites. The project is to be constructed within the Parish of Ascension. Contractors and Suppliers wishing to inspect the various sites may do so at their convenience.
- 2.5 INTERPRETATIONS. The Drawings have been prepared by Drainage Department of Ascension Parish who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. All questions about the meaning or intent of the Specifications and Contract Documents shall be submitted to the Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding documents and posted on the Central Auction House website. Addenda will be issued at least 72 hours, (3 working days, excluding weekends and holidays) prior to the time stated for opening bids. Questions received less than five (5) working days prior to the date for opening Bids will not be answered. Only answers furnished by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 2.6 TAXES AND PERMITS. Attention is directed to the requirements of the General Conditions and Supplementary Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against Owner or Contractor in connection with the Work shall be paid by Contractor. The bid prices shall include all such taxes and the costs of all required permits.
- 2.6.1 In accordance with applicable rules adopted and promulgated by the Louisiana Department of Revenue, the OWNER intends to designate the CONTRACTOR and all subcontractors as its agents for the purchase and lease of materials, supplies or equipment for this Project. The CONTRACTOR and all subcontractors shall accept the agency designation. The designation and acceptance thereof shall be made on the form prescribed by the Louisiana State Department of Revenue which form shall be part of the contract between the OWNER, and the CONTRACTOR. A copy of this form is included in Division 3 Article 7.
- 2.6.2 The agency relationship between the OWNER and the CONTRACTOR and all subcontractors shall relieve the CONTRACTOR and subcontractors (1) from paying any state or local sales or state or local use taxes on materials, supplies or equipment which is affixed to and/or made a part of the real estate of the project or work or which is permanently incorporated into the project or work and, (2) from



paying any state or local use taxes on any materials, supplies or equipment which is leased and used exclusively for the project or work. Accordingly, in preparing their bids and computing costs, the CONTRACTOR and subcontractors shall not consider sales and/or use taxes which would otherwise be due.

- 2.6.3 The CONTRACTOR and subcontractors shall furnish a copy of such certificate to all vendors or suppliers of any of the materials, supplies or equipment described above.
- 2.6.4 The CONTRACTOR and subcontractors shall make all purchases and leases on behalf of and as the agent of the OWNER.
- 2.6.5 Rules and regulations of the Louisiana Department of Revenue shall prevail over any conflicting provisions or specifications of the Contract.
- 2.6.6 The CONTRACTOR shall enter into separate Contract with the OWNER prior to issuance of the Notice to Proceed as it relates to the agent arrangement for sales tax exemptions. A copy of the Contract is included in Division 3 Article 8
- 2.7 **BID SECURITY.** The amount of bid security is stated in the Invitation. The required security must be in the form of a certified or bank cashier's check or a bid bond. The bid bond must be executed by a surety meeting the requirements set forth in the General Conditions and Supplementary Conditions. Bid bond must have attached appropriate and satisfactory Power of Attorney. The bond shall also be countersigned by a person who is under contract with the Surety Company or Bond Issuer as a Licensed Agent in this State and who is residing in the State. Refer to R.S. 38:2218

The bid security shall be made payable without condition to the Owner. The bid security may be retained by and shall be forfeited to the Owner as liquidated damages if the Bid is accepted and a contract based thereon is awarded and the Bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within fifteen (15) days after such award is made by Owner.



- 2.8 RETURN OF BID SECURITY. The bid security of the successful Bidder will be retained until the bidder has executed the Agreement and furnished the required Contract Security, whereupon checks furnished as bid security will be returned; if the bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days of the Notice of Award, Owner may annul the Notice of Award and the bid security of that Bidder will be forfeited. The bid security of any Bidder whom Owner believes 'to have a reasonable chance of receiving the award' may be retained by Owner until the seventh day after the executed Agreement is delivered by Owner to Contractor and the required Contract Security is furnished but not to exceed thirty (30) days after the Bid opening. Checks furnished as bid security by other Bidders will be returned within five (5) days of the Bid opening.

- 2.9 CONTRACT TIME. The Contract Time is an essential part of the contract and it may be necessary for each Bidder to satisfy Owner of his ability to complete the Work within the time set forth in the Contract. Provisions for delays, liquidated damages, and extensions of time are set forth in the General and Supplementary Conditions.

The Contractor is responsible for equipment and material delivery. A time extension to the Contract duration will not be allowed for late material or equipment delivery.

- 2.10 SUBCONTRACTORS AND SUPPLIERS. Within three (3) days after Bids are opened, the apparent low Bidder, and any other Bidder so requested, shall submit a list of all Subcontractors and Suppliers he expects to use in the Work and to submit manufacturer's data on selected equipment, if requested by Owner.

- 2.10.1 Subcontractor Qualification. Particular consideration will be given to the qualifications of each Subcontractor proposed. An experience statement with pertinent information as to similar projects and other evidence of qualification shall be furnished for each named Subcontractor, as requested by the Owner or Engineer. If Owner or Engineer, after due investigation has reasonable objection to any proposed Subcontractor, he may, before giving Notice of Award, request the apparent low Bidder to submit an acceptable substitute without an increase in his Bid. If the apparent low Bidder declines to make substitution he will not thereby sacrifice his bid security. Any Subcontractor so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the Owner and Engineer.

Contractor shall not be required to employ any Subcontractor against whom he has reasonable objection.

The use of Subcontractors listed by the Bidder and accepted by Owner prior to Notice of Award will be required in the performance of the Work.

- 2.10.2 Suppliers. The list of Subcontractors shall also include the suppliers of the principal items of materials and equipment the Bidder expects to use in the Work unless such suppliers or manufacturers are named in the Bid.



- 2.10.3 Manufacturer's Data. The list of Subcontractors submitted as provided herein shall be accompanied by two prints or copies of data on equipment and materials to be furnished by each supplier or manufacturer. Data so submitted shall illustrate the physical characteristics of the equipment and materials to be furnished. Although the drawings and specifications submitted prior to the Notice of Award need not be complete, but must contain sufficient detail for Engineer to determine whether the materials and equipment will conform to the Contract Documents.

The Contract Documents will take precedence over any nonconforming data submitted.

Any Bid specifically conditioned upon furnishing equipment or materials which are not responsive to the Contract Documents will not be considered.

2.11 BIDS.

- 2.11.1 Bid Form. The Bid Form is bound within the Contract Documents. Bid forms must be completed in ink or typed.

Bids by corporations must be executed in the corporate name by a president or vice-president (or other corporate officer) accompanied by evidence of authority to sign. The state of incorporation shall be shown below the corporate name. Bids by partnerships must be executed in the partnership name and signed by a partner; title and the official address of the partnership must be shown below the signature. Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

The names of all persons signing must also be legibly printed below the signature. A Bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal may be held to be liable for the Bid.

All blank spaces in the Bid Form shall be filled. Bids received without all such items completed will be considered as a nonresponsive Bid.

The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

No alterations in the Bids, or in the printed forms therein, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder. If initialed, Owner may require the Bidder to clarify any alteration so initialed.

All questions regarding this project and the bid package shall be submitted to the Purchasing Department via purchasing@apgov.us by time and date indicated in the Advertisement or Invitation to Bid. Responses will be coordinated with the Engineer and posted on the [centrallauctionhouse](http://centrallauctionhouse.com) web site at the time and date indicated in the Advertisement or Invitation to Bid.



A mandatory pre-bid meeting will be held at the time and date indicated in the Advertisement or Invitation to Bid in the Ascension Parish Courthouse, 300 Houmas Street, Donaldsonville, Louisiana 70346. Only those in attendance at the pre-bid meeting will be considered responsive bidders. The pre-bid meeting may include a non-mandatory visit to the project site.

In addition to paper bids, electronic bids and electronic bid bonds for the followings project will be downloaded by the Ascension Parish Purchasing Department. Electronic bids and electronic bid bonds must be submitted through www.centralauctionhouse.com prior to the electronic bidding deadline. No bids are accepted after the time and date indicated in the Advertisement or Invitation to Bid.

2.11.2 Affidavit. The successful bidder shall provide a Non-Collusion Affidavit in accordance with R.S. 38:2221.

2.11.3 Submission of Bids. The bid shall consist of the Bid Form and the other documents that are required to be submitted along with the Bid Form.

Each Bid and accompanying data shall be enclosed in a sealed opaque envelope or wrapping, addressed to:

Ascension Parish Purchasing Department
615 E. Worthey, Gonzales, Louisiana (P.O. Box 2392, Gonzales,
Louisiana 70737)

and identified on the outside with the Bidder's name, Louisiana Contractor License Number and the words "**BONADONA/CATALDO DRAINAGE,**
PM-19-12-002".

If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.

Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation for Bids, or the modified time and date indicated by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

Oral, telephone, or telegraph Bids are invalid and will not receive consideration.

No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

2.11.4 Modification and Withdrawal of Bids. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and



delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

2.11.5 Bids to Remain Open. All Bids shall remain open for 45 days after the day of the Bid opening. Owner shall release Bids and return bid securities as specified in Section 1.8 under "Return of Bid Security".

2.12 AWARD OF CONTRACT. Owner shall award a contract to the Bidder who, in Owner's judgment, is the lowest responsive, responsible Bidder. Owner reserves the right to reject any or all Bids, to award the contract by sections, to waive informalities, and to reject nonconforming, nonresponsive, or conditional Bids.

In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices if requested in the Bid Form. Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment), and may reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

The evaluation of manufacturer's data, when required to be submitted upon request prior to the Notice of Award, shall include the following information at a minimum for consideration:

- Full name and address of manufacturer.
- Manufacturer's engineering or technical representative contact, including telephone number and email addresses.
- Manufacturer's service facilities and availability of qualified field service personnel.
- Manufacturer's contact information for the local sales information.
- The name (model, series number, etc.) of the product(s) that are to be listed.
- Manufacturer's inventory on-hand and demand capacity.
- Manufacturer's installation requirements and procedures, related engineering specifications, training, required certifications.
- Manufacturer's operating cost, maintenance upkeep schedule, life expectancy, and any warranty or other service included for the product listed.
- Experience and performance record of the manufacturer and specific products listed.
- Manufacturer's Cut sheet(s) / engineering details of products listed.
- A cost / benefit analysis compared to similar and common product from different manufacturer.

If the contract is awarded, Owner shall give the apparent successful Bidder a Notice of Award within thirty (30) days after the date of the Bid opening.

2.13 EXECUTION OF THE AGREEMENT. The Contractor shall be furnished four (4) copies of the Agreement, including insurance certificates, and other Contract Documents bound therewith. Within fifteen (15) days of Notice of Award, Contractor shall execute the Agreement, insert executed copies of the required bonds and power of



attorney and submit all copies to Owner. The date of contract on the Agreement and Bond forms shall be left blank for filling in by Owner. The certification date on the power of attorney also shall be left blank for filling in by Owner.

Owner shall execute all copies, insert the date of contract on the Agreement, Bonds, and power of attorney, and return all copies to Engineer for review and distribution.

Once all contract documents have been executed, the Contractor shall be furnished one (1) set of original documents. The Owner shall have one (1) set of these documents recorded in the office of the Recorder of Mortgages in the jurisdiction where the work is to be performed.

- 2.14 COPIES OF CONTRACT DOCUMENTS. Complete sets of the specifications, bid documents, contract documents, and construction drawings for the sum stated in the Advertisement or Invitation to Bid may be obtained from the Engineer.

MB Design Consultants, LLC
8841 Bluebonnet Blvd.
Baton Rouge, Louisiana
678-557-9069

The Contractor to whom a contract is awarded will be furnished four (4) working copies of the specifications and the drawings, together with all Addenda thereto.

- 2.15 Order of Precedence Between CDBG Supplemental General Conditions and Other Provisions: Where the CONTRACTOR may find a discrepancy between the CDBG Compliance Provisions for Construction Contract and other Contract Documents, the CDBG Compliance Provisions for Construction Contract shall take precedence.

Division 0 – Article 3
MASTER CONTRACT
for
PUBLIC WORKS/CONSTRUCTION

BE IT KNOWN that on this ____ day of _____, 20_,

Ascension Parish Government, by and through the Office of the Parish President (hereinafter sometimes referred to as the "OWNER"), as approved by Resolution adopted by the Parish Council of Ascension on the 17th day of January, 2008.

And

_____, qualified to do and doing business in this State and Parish (hereinafter referred to as "CONTRACTOR") and authorized to enter into this contract;

do hereby enter into contract under the following terms and conditions:

NOTE: This Contract or Agreement governs the relationship and rights between the Parties. While there may be other Documents (for example, General Conditions) which might exist between the Parties, those documents **do not** control in the event or to the extent that there is any conflict or contradiction with the terms of this Agreement or Contract. In the event that there is any conflict between the terms of this Agreement/Contract and any other document between the parties, **THE PARTIES AGREE THAT THIS AGREEMENT/CONTRACT SHALL CONTROL AND GOVERN.**

1. SCOPE OF SERVICES/WORK

A. CONTRACTOR shall complete all WORK as specified or indicated in the Contract Document in conjunction with:

“BONADONA/CATALDO DRAINAGE PM-19-12-002”

B. The Scope of services to be provided by the Consultant may be entered as a scope document, or written proposal signed by both parties to this contract. The Scope shall be attached hereto as an Exhibit and made a part hereof as if written herein in full. All work shall be under the direction of the Director of the Public Works Department, hereinafter called the PROJECT MANAGER, and all plans, specifications, and the like shall be submitted to him, and all approvals and administration of this contract shall be through him.

C. The compensation to the Provider for these services shall be set out in the attached scope document, Task Order, or written proposal signed by both parties to this contract.

- D. There will be absolutely no fees or charges paid to Provider to cover overhead costs, general expenses, capital expenses, expenses for principal/branch/field offices, employees' salaries, direct and indirect costs, additional costs or profit of any nature whatsoever. In each case, the work is initiated only upon receipt of a written work order from the PROJECT MANAGER, all which must include the maximum fee to be charged.

2. TERM OF CONTRACT

- A. The Work will be substantially completed within 365 calendar days from the date identified on the Notice to proceed from the Engineer.
- B. The Notice to Proceed shall be issued within thirty (30) days from the execution of this contract unless the Owner or Owner's representative and the Contractor agree in writing to another specified date.
- C. This construction contract shall remain in full force and effect until all work has been completed and accepted by OWNER and all payments required to be made to Contractor.
- D. However, this contract may be terminated for any of the following:
 - 1. As per the terms and conditions of Paragraph 15 and/or
 - 2. As per operation of law, and/or
 - 3. As per agreement between the parties, and/or
 - 4. As per the Parish Charter.

3. ENGINEER

- A. The Drawings have been prepared by the drainage department of Ascension Parish, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

4. PROJECT SCHEDULE

- A. CONTRACTOR shall submit and strictly adhere to a project construction schedule throughout the allocated contract and associated time frame. CONTRACTOR is aware that OWNER may have a representative at each site where WORK is being performed and that CONTRACTOR needs to coordinate with the OWNER'S REPRESENTATIVE or PROJECT MANAGER where Work on the CONTRACT will be performed. CONTRACTOR will coordinate with the OWNER'S REPRESENTATIVE by strictly following the project construction schedule or

Progress Schedule. OWNER recognizes and understands that changes in project construction schedule or Progress Schedule may become necessary during the course of the project. However, in the event of any such change, the CONTRACTOR shall notify the OWNER'S REPRESENTATIVE **in writing** of a proposed change. Said written notice shall be provided at least 12 hours prior to the revised construction activity. Said notice shall be provided by emailing notice of change to (*email address of contact*) and (*email address of contact*) and other contacts including testing company that is a team for member for the project.

- B. Should the CONTRACTOR fail to timely notify the OWNER'S REPRESENTATIVE of such change, the OWNER'S REPRESENTATIVE will document the CONTRACTOR'S failure to notify of the change in work and SHALL assess stipulated damages as follows. For EACH failure to notify the OWNER'S REPRESENTATIVE of any change in the project construction schedule or Progress Schedule, the CONTRACTOR AGREES TO PAY **\$150.00 per failure to notify the OWNER'S REPRESENTATIVE**. CONTRACTOR agrees that these stipulated damages reflect the lost time, manpower, and mileage incurred by OWNER attempting to locate the CONTRACTOR where a change in schedule occurs and the required notice was not provided. CONTRACTOR further agrees that **said amount shall be paid** by directly reducing the amount of monthly invoices/pay applications by the amount of penalties issued. The Penalty fees shall be itemized on monthly invoices.

5. LIQUIDATED DAMAGES

- A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the Work is not completed within the times specified in section 2 above, plus any extensions thereof allowed in accordance with the contract conditions and approved time changes thereto. There are delays, expenses and difficulties involved in proving in a legal arbitration preceding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount of **Eight Hundred Fifty (\$850.00) Dollars** for each day that expires after the time specified in section 2 for Substantial Completion until the Work is substantially complete.

6. CONTRACT PRICE

- A. OWNER shall pay CONTRACTOR for completion of the Work completed in accordance with the Contract Documents in the amount specified therein, subject to adjustment as provided in the Contract Documents or amendments thereto. This is unit price contract based on the estimated quantities and unit cost awarded with an estimated total of \$_____.

7. PAYMENT PROCEDURES

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- B. Invoices for services shall be submitted by CONTRACTOR to the FINANCE DEPARTMENT for review and approval:

Ascension Parish Government
P.O. Box 2392
Gonzales, LA 70707-2392

- C. **Progress Payments.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, once each month during construction. All progress payments will be on the basis of progress of the Work measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in each case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. Payment will be made on work that has been installed, inspected, tested, verified, and done so to the satisfaction of the engineer.
- D. Pursuant to La. R.S. 38:2248 (Public Contract Law), Owner shall withhold retainage from each progress payment until payment is due under terms and conditions governing substantial completion or final payment. Retainage shall be ten percent of the amount of work completed to date if the contract amount is up to \$500,000 and five percent of the work complete to date if the contract amount is over \$500,000.
- E. **Fuel or Asphalt/Concrete Adjustments.** There shall be NO adjustments for prices or costs of any fuel or asphalt/concrete on this project, arising out of the work on this project/contract, or arising out of this contract. Further, the CONTRACTOR hereby waives any price adjustment for fuel or asphalt/concrete or the ability or right to request any price adjustment for fuel or asphalt/concrete. Particularly, the Louisiana DOTD provisions (or any such or similar provisions by any other third party) pertaining to or related to fuel or asphalt/concrete adjustments are not part of this contract, are not incorporated by reference or otherwise in this Contract and shall not apply in any form or fashion to the contract. Any language in this Contract which implies that the CONTRACTOR may obtain an adjustment in price for fuel or asphalt/concrete is hereby to be interpreted that CONTRACTOR shall **not** receive any such adjustment. CONTRACTOR shall not assert that any language in the CONTRACT creates any vagueness or ambiguity in the CONTRACT entitling CONTRACTOR to price adjustments for fuel or asphalt/concrete. CONTRACTOR hereby waives any right or ability to request any price adjustment for fuel or asphalt/concrete and CONTRACTOR shall **not** submit any request for any change in price for fuel or asphalt/concrete

adjustments to the OWNER in any form.

- F. **Final Payment.** Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions and Supplementary Conditions SC-9.03(B) (13). OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.
- G. There shall be no fees charged by, nor paid to, CONTRACTOR for consultation with the Parish.
- H. CONTRACTOR hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be said CONTRACTOR'S obligation and identified under Federal Tax Identification Number as listed in the Scope.
- I. The Parish agrees to make payment to CONTRACTOR for services upon receipt and approval of each invoice. The Parish will pay CONTRACTOR the amount due and payable within thirty (30) days or unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed, the Parish may withhold payment of any invoice until a successful and satisfactory resolution can be had between the parties. Parish agrees to not unreasonably withhold payments of any invoice.
- J. Other than the fee schedule herein, there will be absolutely no additional fees due CONTRACTOR to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/field offices, employees' salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

8. CONTRACTOR'S REPRESENTATIVES

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR is familiar with the nature and extent of the Contract Documents. Work site, locality and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- B. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or date in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time

and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

- C. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- D. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

9. CONTRACT DOCUMENTS

The Contract Documents which comprise of the contract between OWNER and CONTRACTOR, attached hereto and made a part hereof, consist of the documents listed in Table of Contents, and the documents identified below.

- a. CONTRACTOR Bid Documents
- b. Bid Bonds
- c. Agreement
- d. Payment Bond
- e. Performance Bond
- f. Notice of Award
- g. Notice to Proceed
- h. Technical Specifications prepared by engineer
- i. Standard General Conditions
- j. Drawings prepared by engineers

10. CONTRACTOR DOCUMENTS

- A. The CONTRACTOR shall also furnish sufficient as-built sets of plans, specifications & contract document.
- B. All data collected by the CONTRACTOR and all documents, notes, drawings, tracings, and files shall remain the property of the Owner except as otherwise provided herein. The CONTRACTOR shall furnish to the PROJECT MANAGER originals of any project documents used in completion of the project or in any way related to this project to the Project Manager.
- C. The Owner shall furnish without charge all standard plans and specifications and any other information which the Owner now has in its files which may be of use to the CONTRACTOR. CONTRACTOR has the duty to and must confirm and verify all information contained therein.

D. Construction Documents. The CONTRACTOR shall use the most current versions of the standard forms of documents adopted and specified by the Owner in the performance of the Contract, all as of the date of the signing of this contract. Notwithstanding anything to the contrary in any other provision of this contract, none of the contract documents provided by the Owner are or will become the property of the CONTRACTOR but shall remain the property of the Owner to the extent the Owner has a property interest therein.

E. Notwithstanding any Section hereinafter, there will be retention of all related records:

- (1) All records, reports, documents and other material delivered or transmitted to CONTRACTOR by Parish shall remain the property of Parish, and shall be returned by CONTRACTOR to Parish, at CONTRACTOR'S expense, at termination or expiration of this contract. All records, reports, documents, exhibits or other material related to this contract and/or obtained or prepared by CONTRACTOR in connection with the performance of the services contracted for herein shall become the property of Parish, and shall be returned by CONTRACTOR to Parish, at CONTRACTOR'S expense, at termination or expiration of this contract.
- (2) The Parish and CONTRACTOR acknowledge and agree that the Parish has the right to review retain all records, reports, worksheets or any other material of either party related to this contract. CONTRACTOR further agrees that CONTRACTOR will furnish to the Parish copies of any and all records, reports, worksheets, bills, statements or any other material of CONTRACTOR or Parish related to this contract.
- (3) CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the Parish.
- (4) CONTRACTOR shall retain all of its records and supporting documentation applicable to this contract with the Parish for a period of five
(5) years after termination of the contract in accordance with state law, except as follows:
 - (a) Records that are subject to Federal Funds and/or audit findings shall be retained for five (5) years after such findings have been resolved, close out has been issued.
 - (b) All such records and supporting documentation shall be made readily available for inspection, copying or audit by representatives of the Parish. In the event the CONTRACTOR goes out of existence, it shall turn over to the Parish all of its records relating to

this contract to be retained by the Parish for the required period of time.

- F. In the event there is re-use of any documents created by CONTRACTOR, CONTRACTOR invokes the privileges afforded it as per La. Revised Statute R.S. 38:2317.
- G. The Parish agrees not to use CONTRACTOR'S work product on any other project without the express written notice to the CONTRACTOR.
- H. All of CONTRACTOR'S pre-existing or proprietary computer programs, software, information, standard details or material developed by CONTRACTOR outside of this agreement shall remain the exclusive property of the CONTRACTOR.

11. NON-ASSIGNABILITY

- A. CONTRACTOR shall not assign nor transfer any interest in this contract (whether by assignment or novation) without prior written consent of the Parish, provided however, that claims for money due or to become due to the CONTRACTOR from the Parish under this contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.
- B. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- C. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

12. BUDGET LIMITATION

- A. It is the responsibility of the CONTRACTOR to advise the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. CONTRACTOR understands and specifically warrants that it assumes the sole responsibility to advise the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. In providing opinions of probable construction cost, the Parish understands that the CONTRACTOR has no control over costs and price of labor, equipment or materials or over the general CONTRACTOR'S method of pricing, and that the opinion of probable costs provided herein are made on the basis of the CONTRACTOR'S qualifications and experience.

- B. The continuation of this contract is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the contract. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other related contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

13. INSURANCE

- A. The CONTRACTOR shall secure and maintain at its expense such insurance that will protect it and the Parish from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish of Ascension, in writing, on all of the required coverage provided to Ascension Parish. Where possible, all policies and notices should name the CONTRACTOR and Parish. The Parish may examine the policies at any time.
- B. All policies and certificates of insurance shall contain the following clauses:
1. The CONTRACTOR'S insurers will have no right of recovery or subrogation against the Parish of Ascension, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
 2. The Parish of Ascension shall be named as additional named insured with respect to automobile and general liability.
 3. The insurance companies issuing the policy or policies shall have no recourse against the Parish of Ascension for payment of any premiums or for assessments under any form of policy.
 4. Any and all deductible in the described insurance policies shall be assumed by and be at the sole risk of the CONTRACTOR.
- C. Prior to the execution of this agreement, the CONTRACTOR shall provide at its own expense, proof of the following insurance coverage required by the contract to the Parish of Ascension by insurance companies authorized to do business in the

State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than B+.

1. Worker s compensation Insurance: As required by Louisiana State Statute exception; employer's liability shall be at least \$500,000 per occurrence.
2. Commercial General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:
 - a) Premises - operations
 - b) Broad form contractual liability
 - c) Products and completed operations
 - d) Personal Injury
 - e) Broad form property damage
 - f) Explosion, collapse and underground coverage. Not needed for design
3. Business Automobile Liability Insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:
 - a) Any automobiles
 - b) Owned automobiles
 - c) Hired automobiles
 - d) Non-owned automobiles
 - e) Uninsured motorist.
4. An umbrella policy or excess policy may be used to meet minimum requirements where applicable.
5. All policies of insurance shall meet the requirements of the Parish of Ascension prior to the commencing of any work. The Parish of Ascension has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the Parish of Ascension as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish of Ascension, the CONTRACTOR shall promptly obtain a new policy, timely submit same to the Parish of Ascension for approval and submit a certificate thereof as provided above. The Parish agrees to not unreasonably withhold approval of any insurance

carrier selected by CONTRACTOR. In the event that Parish cannot agree or otherwise authorize said carrier, CONTRACTOR shall have the option of selecting and submitting new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of CONTRACTOR and thereafter deduct from CONTRACTOR'S fee the cost of such insurance.

6. Upon failure of CONTRACTOR to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish of Ascension, may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to maintain insurance shall not relieve the CONTRACTOR from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the CONTRACTOR concerning indemnification.
7. WAIVER: Except as otherwise provided by law, the coverage requirements of this section may be waived in whole or in part on agreements under \$50,000.00, and the Parish is authorized to use its discretion in regard to insurance requirements for such contracts. Except as otherwise provided by law, the Parish President or the Parish Chief Administrative Officer is authorized to omit in whole or in part the insurance requirements of this section in connection with such contracts.

- D. CONTRACTOR shall maintain a current copy of all annual insurance policies and provide same to the Parish of Ascension on an annual basis or as may be reasonably requested.

14. OTHER TERMS AND CONDITIONS

- A. **Licenses and Commissions.** The CONTRACTOR shall, at all times during the term of this contract, maintain valid Louisiana licenses and commissions as are customarily required of such a CONTRACTOR, including but not limited to those that may be required by this State and/or Parish. The CONTRACTOR agrees to renew and or keep current all licenses and commissions herein. The CONTRACTOR agrees to maintain a copy of all such licenses or commissions on file at all times and make same available for review as may be reasonably requested by the Parish of Ascension.
- B. The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in the Baton Rouge Metropolitan area

including the parishes surrounding Ascension Parish. In the event the Parish must have work done by change order or addition resulting from an error or omission by the CONTRACTOR, CONTRACTOR shall provide, at no cost to Parish, all professional services attributable to the change order. This is in addition to Parish's right to recover from CONTRACTOR any damages for its errors and omissions.

- C. The CONTRACTOR shall defend, indemnify, and hold the Parish harmless from against any and all actions, claims, demands, complaints, or lawsuits of any kind (whether in tort or in contract) for any sums of money, costs, liabilities, judgments, fines, or penalties asserted or alleged by any person, party, entity, firm or generation for any damage, injury, claim, or cause of action (of any kind) including, but not limited to, pecuniary and non-pecuniary damages/losses to person or property which are alleged to have been caused by or which were caused by or (wholly or partially), which grow out of, which arise from, or which result from any negligent acts, errors, or omissions by CONTRACTOR, its agents, servants, or employees while engaged in connection with services required to be performed by the CONTRACTOR under this agreement. This paragraph is to be broadly interpreted to include any and all causes of action which result wholly or partially from the conduct of the CONTRACTOR.
- D. This agreement shall be binding upon the successors and assigns for the parties hereto.
- E. This agreement represents the entire Agreement between Parish and CONTRACTOR.
- F. If there is any dispute concerning this agreement, the laws of Louisiana shall apply. The exclusive venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the 23rd Judicial District Court for the Parish of Ascension, State of Louisiana. It is also understood and agreed that the laws and ordinances of Ascension shall apply.
- G. In the event that the CONTRACTOR modifies the Parish's contract documents without the expressed prior written consent of the Parish, the CONTRACTOR shall indemnify and hold harmless the Parish from any claims, lawsuits, or damages that arise out of or are attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the Parish but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the Parish as a result of the CONTRACTOR'S deviation from the Parish's contract documents.
- H. CONTRACTOR agrees to a covenant against contingent fees. CONTRACTOR

warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Parish shall have the right to annul this contract without liability.

- I. This contract may be amended only by mutual written consent of the respective parties.
- J. Third Party Beneficiary: it is specifically agreed by and between the parties to this contract that no person or party is intended, deemed, considered, or construed to be third party beneficiary of this contract.
- K. Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- L. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
- M. Severability: if any provision or item in this contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this contract are hereby declared severable.
- N. It is specifically understood that the terms "agreement" and "contract" may be used interchangeably. It is specifically understood that the terms "Owner", "PROJECT MANAGER" and "Parish" and "the Parish of Ascension" may be used interchangeably.
- O. Conflict of Interest: it is understood and agreed between the parties hereto that CONTRACTOR is not retained exclusively by the Parish but that the Parish may retain other CONTRACTORS during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between the Parish and other parties who have engaged CONTRACTOR, the CONTRACTOR agrees to make full disclosure of the same, and that they will take no action on behalf of any other client directly adverse to the Parish, nor will CONTRACTOR take any action on behalf of the Parish directly adverse to any other client.
- P. CONTRACTOR warrants that CONTRACTOR is qualified to perform the intended purposes of this agreement. In the event that CONTRACTOR becomes

not fit nor qualified for any reason whatsoever, then CONTRACTOR agrees to withdraw from work herein at no cost to the Parish. In the event that the Parish determines that CONTRACTOR is not suited for Parish purposes or otherwise fails to represent Parish policies to the satisfaction of the Parish, then CONTRACTOR agrees to withdraw from this agreement.

- Q. CONTRACTOR specifically agrees and understands that CONTRACTOR shall not maintain or otherwise claim that it possesses any security interest in any aspect of the work that forms the basis of this agreement.
- R. CONTRACTOR agrees to ensure that its personnel are, at all times, educated and trained, and further, that CONTRACTOR and its personnel will perform all work and services in a workmanlike and professional manner.
- S. CONTRACTOR recognizes and understands that time is of the essence. CONTRACTOR agrees to perform and provide services in accordance with this agreement and all incorporated attachments.
- T. CONTRACTOR shall be responsible for any and all losses and damages suffered or incurred by the Parish, including but not limited to all costs, attorney's fees, out of pocket expenses, any & all Parish employee time, and any other expenditure by the Parish to defend, remedy, repair, replace, correct, or cure any condition or liability created or arising out of the actions or omissions to act of the CONTRACTOR, it's agents, officer, servants, or employees. This includes the payment of any cost or fees of any type or kind incurred by the Parish in defending any lawsuit, complaint, claim, claim filed or arising out of the action or omission to act of the CONTRACTOR.
- U. CONTRACTOR agrees that it will be responsible for all of its own actual and reasonably related expenses for its on & off-site office work. CONTRACTOR further agrees that Parish will not be responsible for or in any way liable for CONTRACTOR'S payroll costs, indirect or direct expenses, overhead, or any other amounts associated with CONTRACTOR'S business other than the specific fees & costs generated under the terms of this agreement.

15. TERMINATION AND SUSPENSION

A. Termination for Cause

The Parish may terminate this Contract for cause based upon the failure of the CONTRACTOR to comply with the terms and/or conditions of the Contract, provided that the Parish shall give the CONTRACTOR written notice specifying the failure. If within thirty (30) days after receipt of such notice, the CONTRACTOR shall not have corrected such failure and thereafter proceeded

diligently to complete such correction, then the Parish may, at its sole and exclusive option, place the CONTRACTOR in default and this contract shall terminate on the date specified in such notice. Work to be performed during this 30-day period shall not proceed without the actual knowledge of the Parish and specifically supervised by the Parish. Any work performed by CONTRACTOR during this period without the actual knowledge of the Parish and not under the supervision of the Parish shall not be compensated nor honored; CONTRACTOR specifically waives and forfeits any and all claims to payment, compensation, quantum merit, and/or reimbursement from the Parish of any work performed during this period in violation of this paragraph. CONTRACTOR agrees and understands specifically that satisfactory performance shall be unilaterally and exclusively determined by the Parish.

B. Termination for Convenience

Notwithstanding any other section herein, the Parish may terminate this contract at any time for any reason whatsoever by giving thirty (30) days written notice to the CONTRACTOR. The CONTRACTOR shall be entitled to payment for deliverables in progress; to the extent work has been actually and satisfactorily performed.

C. Right to Cancel

(1) The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that the paragraph below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

D. Additional Causes for Termination or suspension:

1. By mutual agreement and consent of the parties hereto.
2. By the Parish as a consequence of the CONTRACTOR'S failure to comply with the terms, progress or quality of work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the CONTRACTOR.
3. By either party upon failure of the opposing party to fulfill its obligations

- as set forth in this contract, provided that written notice of said non-fulfillment is given to the opposing party and said obligation is not properly fulfilled within fifteen (15) days of said notice.
4. In the event of the abandonment of the project by the Parish.
 5. A Stop Work Order can be immediately issued by the Parish if they deem it necessary to protect the health, safety, and welfare of the community.
- E. Upon termination, the CONTRACTOR shall be paid for actual work performed prior to the notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed.
- F. Upon termination, the CONTRACTOR shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and files except the CONTRACTOR'S personal and administrative files.
- G. Should the Parish desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) day notice given by the Parish to that effect, and the work may be reinstated and resumed in full force & effect upon receipt from the Parish of thirty (30) day notice in writing to that effect. CONTRACTOR shall receive no additional compensation during the suspension period. The parties agree to revisit the terms of this contract during the suspension period which shall not exceed six (6) months, unless mutually agreed upon.
- H. There is a right to cancel by the Parish by giving thirty (30) day notice to Provider and paying undisputed fees due for services on that portion of the work that has been satisfactorily, timely and/or professionally completed, all in the exclusive discretion of the Parish at any time herein.
- I. In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fee and all costs associated therewith whether or not litigation is initiated. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel as provided on the fee schedule of the Louisiana Attorney General or in the private sector, whichever is greater. The parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.
- J. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.
- K. As to the filing of bankruptcy, voluntarily or involuntarily, by CONTRACTOR, CONTRACTOR agrees that if any execution or legal process is levied upon its interest in this contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in

involuntary proceedings, or if it should breach this contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this contract. In the event that CONTRACTOR is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of CONTRACTOR as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

16. AUDITORS

Notwithstanding other Sections herein, CONTRACTOR shall maintain all records for a period of three years after the date of final payment under this contract. It is hereby agreed that the Parish Department of Finance or its designated auditor shall have the sole, unilateral and exclusive option of auditing all accounts of CONTRACTOR which relate to this contract. Such audit may be commenced at any reasonable time. CONTRACTOR agrees not to delay, retard, interrupt or unduly interfere with commencement and completion of such an audit. If in the exclusive and unilateral opinion of the Parish that CONTRACTOR delays, retards, interferes with or otherwise interrupts such an audit, the Parish may seek such relief as per law. In such an event, CONTRACTOR agrees to be liable for all reasonable attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation.

17. DISCRIMINATION CLAUSE

CONTRACTOR agrees to comply with the Americans with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. CONTRACTOR agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by CONTRACTOR, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract. CONTRACTOR agrees to abide by the requirements of all local, state, and/or federal law, including but not limited to the following: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. CONTRACTOR warrants and guarantees that it is an Equal Employment Opportunity employer. In all hiring or employment made possible by or resulting from this Contract, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veteran status; and where applicable, affirmative action will be taken to ensure that CONTRACTOR'S employees are treated equally during employment without regard to their race, color,

religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to 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. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

18. INDEPENDENT CONTRACTOR

- A. While in the performance of services or carrying out obligations herein, the CONTRACTOR shall be acting in the capacity of an independent contractor and not as an employee of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the CONTRACTOR arising from the performance of its services under this agreement. The CONTRACTOR shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.
- B. CONTRACTOR hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. CONTRACTOR agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment taxes in lieu thereof) and any other applicable federal or state unemployment taxes. CONTRACTOR agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of CONTRACTOR as independent contractor.
- C. CONTRACTOR further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.
- D. CONTRACTOR agrees and acknowledges that it (and its employees) is an **independent contractor** as defined in R.S. 23: 1021 (or any other provision of law) and as such nothing herein shall make CONTRACTOR an employee of the Parish nor create a partnership between CONTRACTOR and the Parish.
- E. CONTRACTOR acknowledges exclusion of Workmen's Compensation Coverage. CONTRACTOR acknowledges of the exclusion of Unemployment Compensation coverage.
- F. CONTRACTOR agrees to a waiver of any and all sick and annual benefits from the Parish. It is expressly agreed and understood between the parties entering into this personal service contract, that CONTRACTOR, acting as an independent

agent, shall not receive any sick and annual leave from the Parish.

19. NOTICES

All notices shall be by certified mail, return receipt requested, and sent to the following individuals at the following addresses. Changes of person and addresses are to be exchanged in a like manner:

Parish of Ascension: Office of the Parish President
P.O. Box 1659
Gonzales, LA 70707

Contractor: (insert company name)

20. AUTHORITY TO ENTER CONTRACT

The undersigned representative of CONTRACTOR warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this contract on behalf of the corporate entity. The undersigned parties warrant and represent that they each have the respective authority and permission to enter this agreement. The Parish shall require, as an additional provision, that CONTRACTOR provide a certified copy of a corporate resolution authorizing the undersigned to enter and sign this agreement in the event that CONTRACTOR is a member of a corporation, partnership, LLC, LLP, and any other juridical entity.

This agreement is executed in two (2) originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

WITNESSES

Title: Parish President
Ascension Parish Government
Date: _____

WITNESSES

Title: _____
Company Name
License No.
Date: _____

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DIVISION 1

STANDARD CONDITIONS OF THE CONSTRUCTION CONTRACT



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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE



These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.



12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.



25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.



38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications,



cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.



D. Defective:

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide:

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to



purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.



- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 Initial Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 Reference Standards

- A. Standards, Specifications, Codes, Laws, and Regulations



1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:



- a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
- b. The provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval o of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 3. Engineer's written interpretation or clarification.

3.05 Reuse of Documents

- A. Contractor and any Subcontractor or Supplier shall not:
 1. Have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. Reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 Electronic Data

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or



derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).



- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
 2. is of such a nature as to require a change in the Contract Documents; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.
- C. *Possible Price and Times Adjustments:*



1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:



- a. reviewing and checking all such information and data;
- b. locating all Underground Facilities shown or indicated in the Contract Documents;
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated:

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.



4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If



Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.



ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.



- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 Contractor's Insurance

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
 - 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds



(subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 Owner's Liability Insurance

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:



1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer
 5. allow for partial utilization of the Work by Owner
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors,



or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 Waiver of Rights

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insurers or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial



Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.



5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.



- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;



- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. *Substitute Items:*
- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified
 - 2) will state:



- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner



for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.



- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners,



employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.



6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes



made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).



- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*



- a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures:

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design



concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.



- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer
 2. recommendation by Engineer or payment by Owner of any progress or final payment
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner
 4. use or occupancy of the Work or any part thereof by Owner
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner.

6.20 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage 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 but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A 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, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.



- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications

or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.



ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connector otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and



3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 Replacement of Engineer

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.



8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.



9.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 Authorized Variations in Work

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.



9.05 Rejecting Defective Work

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 Shop Drawings, Change Orders and Payments

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.



- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.



ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents



(including but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 Claims

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. deny the Claim in whole or in part
 - 2. approve the Claim; or
 - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.



ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.



5. Supplemental costs including the following:
- a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.



- B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

A. *Cash Allowances:*



1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Contingency Allowance:

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- C. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is



entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent

where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;



- c. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B
- d. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- e. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.



- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.



- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing,



replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.



If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- D. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the



Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven (7) days written notice to Contractor, correct, or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments:

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not



incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work



in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents;
or

- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement
 - b. the Contract Price has been reduced by Change Orders
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the



provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.



- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, engineer concludes that the Work is not substantially complete, Engineer will, within
- D. 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- E. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 Partial Utilization

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.



2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6
 - b. consent of the surety, if any, to final payment



- c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.



14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the



Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.



- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.



ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.



17.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.



DIVISION 2

SUPPLEMENTARY CONDITIONS



Division 2 – Article 1

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

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

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

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

Owner shall furnish to Contractor up to four (4) printed or hard copy of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

SC-2.03 Delete Paragraph 2.03.A in its entirety and insert the following in its place:

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed.

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

A. No reports or drawings related to Hazardous Environmental Conditions at the Sites are known to Owner.

B. Not Used.

SC-5.01 Add the following language after the last sentence of paragraph 5.01 A:

“All bonds must be countersigned by a resident agent of the State in which the Project is done.”

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

2. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

- | | |
|--|-----------|
| a. State: | Statutory |
| b. Applicable Federal
(e.g., Longshoreman's): | Statutory |



- c. Employer's Liability: Statutory
- 3. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:
 - a. General Aggregate \$300,000
 - b. Products - Completed Operations Aggregate \$300,000
 - c. Personal and Advertising Injury \$300,000
 - d. Each Occurrence (Bodily Injury and Property Damage) \$100,000
 - a. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
 - f. Excess or Umbrella Liability
 - General Aggregate \$1,000,000
 - Each Occurrence \$300,000
- 4. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
 - a. Bodily Injury:
 - Each person \$100,000
 - Each Accident \$300,000
 - b. Property Damage:
 - Each Accident \$300,000
 - Or
 - c. Combined Single Limit of \$500,000
- 5. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
 - a. Bodily Injury:
 - Each person \$100,000
 - Each Accident \$300,000



- b. Property Damage:
Each Accident \$300,000

SC-5.06.A Delete Paragraph 5.06.A in its entirety.

SC-5.06. B Delete Paragraph 5.6.B. in its entirety.

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

- D. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

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

- B. The Resident Project Representative (RPR) will be Owner's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:

1. *Schedules*: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
2. *Conferences and Meetings*: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Liaison*:
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of



4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to

Contractor clarifications and interpretations as issued by Engineer.

5. *Shop Drawings and Samples:*

- a. Record date of receipt of Samples and approved Shop Drawings.
- b. Receive Samples which are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.

6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

7. *Review of Work and Rejection of Defective Work:*

- a. Conduct onsite observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

8. *Inspections, Tests, and System Startups:*

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.



- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

9. Records:

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

10. Reports:

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

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

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

13. Completion:



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

C. The RPR shall not:

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



SC-11.03. D Delete Paragraph 11.03.D in its entirety and insert the following in its place:

D. In regards to established unit prices as originally bid the provisions of R.S. 38:2212M.(5) shall apply.

SC-12.01.C Delete the semicolon at the end of GC 12.01.C.2.c, and add the following language:

provided, however, that on any subcontracted work the total maximum fee to be paid by Owner under this subparagraph shall be no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the work

SC-Article 16 Delete Article 16 of the General Conditions in its entirety and replace with the following:

“16.01 Any and all disputes that arise out of the performance of this Contract shall be litigated in the 23rd Judicial District Court in and for the Parish of Ascension. Any reference to arbitration in any Contract Documents is hereby expressly waived and deleted.”



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Division 2 – Article 2
SECTION 01000

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
DISASTER RECOVERY RIDER**

ASCENSION PARISH
BONADONA/CATALDO DRAINAGE
PM-19-12-002

Community Development Block Grant Program Disaster Recovery Rider
&
CDBG Compliance Provisions For Construction Contracts

This Community Development Block Grant Program Rider contains supplementary general conditions for use with procurement contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

For all procurement contracts and subrecipient agreements funded fully or in part by the Community Development Block Grant Disaster Recovery ("CDBG-DR") Program by and between Ascension Parish, State of Louisiana, acting herein by Clint Cointment, Parish President hereunto duly authorized, and [contractor], a [type of business (partnership, corporation)] organized under the laws of the State of Louisiana, acting herein by [name], [Chief Executive Officer or appointed representative], hereunto duly authorized; this CDBG Rider will serve as a universal addendum to each of those contracts and/or agreements.

This Rider must be signed separately as a stand-alone document, and the terms and provisions outlined herein will be applicable to all contracts and agreements between Ascension Parish, and [Contractor] in which CDBG-DR grant funds are a funding source.

FEDERAL REGISTER NOTICES

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Federal Register Notices applicable to the use of CDBG-DR Funds for all associated grants are available on the HUD Web site at:

<https://www.hudexchange.info/programs/cdbg-dr/cdbg-dr-laws-regulations-and-federal-register-notices/>



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CDBG COMPLIANCE PROVISIONS
for
CONSTRUCTION CONTRACTS

(These provisions must be included in all construction contracts)

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1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(Applicable to contracts and subcontracts above \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- G. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for

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further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- H. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as administering agency may be direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

(Applicable to contracts and subcontracts above \$10,000)

A. As used in these specifications:

- (1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- (4) "Minority" includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);
 - (c) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).



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- B. When the Contractor, or any subcontractor, at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- C. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- D. The Contractor shall implement the specific affirmative action standards provided in paragraphs G(1) through G(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to

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work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- (3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- (4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under G(2) above.
- (6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written

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notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- (9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - (12) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - (13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.
 - (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G(1) through G(16)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under G(1) through G(16) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

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- I. A single goal for minorities and a separate single goal for women has been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 - J. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, or national origin.
 - K. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to E.O. 11246.
 - L. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to E.O. 11246, as amended.
 - M. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
 - N. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
 - O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
3. **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION**
(Applicable to contracts and subcontract over \$10,000)
- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

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

Goals for minority participation: _____ (*see table below*)

Goals for female participation: _____ 6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

MINORITY PARTICIPATION GOALS

PARISH	MIN. GOAL (%)	PARISH	MIN. GOAL (%)	PARISH	MIN. GOAL (%)	PARISH	MIN. GOAL (%)
Acadia	24.1	E. Baton Rouge	26.1	Madison	27.9	St. Landry	24.1
Allen	17.8	East Carroll	27.9	Morehouse	27.9	St. Martin	24.1
Ascension	26.1	East Feliciana	30.4	Natchitoches	29.3	St. Mary	24.1
Assumption	27.7	Evangeline	24.1	Orleans	31.0	St. Tammany	31.0
Avoyelles	29.3	Franklin	27.9	Ouachita	22.8	Tangipahoa	27.7
Beauregard	17.8	Grant	25.7	Plaquemines	27.7	Tensas	27.9
Bienville	29.3	Iberia	24.1	Pointe Coupee	30.4	Terrebonne	27.7
Bossier	29.3	Iberville	30.4	Rapides	25.7	Union	27.9
Caddo	29.3	Jackson	27.9	Red River	29.3	Vermilion	24.1
Calcasieu	19.3	Jefferson	31.0	Richland	27.9	Vernon	17.8
Caldwell	27.9	Jefferson Davis	17.8	Sabine	29.3	Washington	27.7
Cameron	17.8	Lafayette	20.6	St. Bernard	31.0	Webster	29.3
Catahoula	27.9	Lafourche	27.7	St. Charles	27.7	W. Baton Rouge	26.1
Claiborne	29.3	LaSalle	27.9	St. Helena	30.4	West Carroll	27.9
Concordia	30.4	Lincoln	27.9	St. James	27.7	West Feliciana	30.4
De Soto	29.3	Livingston	26.1	St. John the Baptist	27.7	Winn	29.3

- C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in

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excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.

- D. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is *(insert description of the geographical areas where the contract is to be performed, giving the State, parish, and city, if any)*:

4. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

5. CIVIL RIGHTS

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age

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Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

7. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN EMPLOYMENT AND TRAINING

The work to be performed under this Contract, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FR 61562, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements.

- A. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients of CDBG assistance shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
- B. Section 3 also requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
- C. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- D. The contractor agrees, to the greatest extent feasible, take steps to achieve the Section 3 benchmarks established by HUD for Section 3 workers and Targeted Section 3 workers. Section 3 benchmarks will consist of the following two ratios: (i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project. (ii) The number of labor hours worked by Targeted Section 3 workers as defined in § 75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project.
- E. The contractor agrees to report in a manner prescribed by the Owner, (i) The total number of labor hours worked; (ii) The total number of labor hours worked by Section 3 workers; and (iii) The total number of labor hours worked by Targeted Section 3 workers.
- F. If the contractor fails to achieve the HUD Section 3 benchmarks, the contractor must report in a form prescribed by the Owner on the qualitative nature of its activities and those of its subcontractors. Such qualitative efforts may, for example, include but are not limited to the following:
 - (1) Outreach efforts to generate job applicants who are Targeted Section 3 workers.
 - (2) Provided training or apprenticeship opportunities.
 - (3) Provided technical assistance to help Section 3 workers compete for jobs (*e.g.*, resume assistance, coaching).

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- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
 - (5) Held one or more job fairs.
 - (6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
 - (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
 - (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
 - (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
 - (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
 - (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
 - (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
 - (13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
 - (14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
- G. The contractor agrees to include these Section 3 contract provisions in every subcontract subject to compliance with regulations in 24 CFR part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- H. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
8. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**
(Applicable to contracts and subcontracts over \$10,000)
- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:
- (1) Recruitment, advertising, and job application procedures;
 - (2) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

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- (3) Rates of pay or any other form of compensation and changes in compensation;
 - (4) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (5) Leaves of absence, sick leave, or any other leave;
 - (6) Fringe benefits available by virtue of employment, whether or not administered by the contractor;
 - (7) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (8) Activities sponsored by the Contractor including social or recreational programs;
 - (9) Any other term, condition, or privilege of employment.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers, or access to computers, that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

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- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- G. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

9. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

10. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

11. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to contracts and subcontracts exceeding \$150,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility

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utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

12. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Include in contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. Use of Explosives (Modify as Required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

13. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said

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Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

14. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years after the official date of the State's final closeout of its grant with HUD.

15. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

16. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

17. CONFLICT OF INTEREST

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.



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18. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(Applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

19. PATENTS

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

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21. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

22. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

23. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

24. SUBCONTRACTS

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

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25. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR 180 that implement Executive Order 12549, *Debarment and Suspension* (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689, *Debarment and Suspension* (3 CFR Part 1989 Comp., p. 235).

26. PROTECTION OF LIVES AND HEALTH

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Owner may determine to be reasonably necessary.

27. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

29. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

30. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

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All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

31. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

32. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

33. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

34. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

35. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 CFR Part 200, as they relate to the use of Federal funds under this contract.



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36. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

37. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

38. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

39. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

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- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

40. PROCUREMENT OF RECOVERED MATERIALS

- A. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- B. Paragraph A of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

41. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- B. Prohibitions.
- i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
- (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;



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- (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

- i) This clause does not prohibit contractors from providing—
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii) By necessary implication and regulation, the prohibitions also do not apply to:
 - (1) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

- i) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- ii) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (2) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- iii) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments."

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42. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber

43. FEDERAL LABOR STANDARDS PROVISIONS

The Contractor shall abide by the requirements of the Federal Labor Standards Provisions (form HUD-4010) as follows.

44. AUTHORIZATION

ATTEST:

ASCENSION PARISH

By: _____

Clint Cointment, Parish President

Date: _____

_____ [name of CONTRACTOR]

By: _____

[name & title of CONTRACTOR
Representative]

Date: _____

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HUD-4010 Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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- (D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)
- (2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- (3) **Payrolls and basic records.**
- (i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.
- Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)
- (ii) **Certified Payroll Reports.**
- (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

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If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).
- (11) Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.
- B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**
The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.
- C. HEALTH AND SAFETY**
The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.
- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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Division 2 – Article 3

SECTION 01010

FEDERAL WAGE DECISION

**ASCENSION PARISH
BONADONA/CATALDO DRAINAGE
PM-19-12-002**

01010 - 1



"General Decision Number: LA20230002 01/06/2023

Superseded General Decision Number: LA20220002

State: Louisiana

Construction Type: Heavy

Counties: Acadia, Ascension, Bossier, Caddo, Calcasieu, East Baton Rouge, Lafayette, Lafourche, Livingston, Ouachita, Rapides, St Landry, St Martin, Terrebonne, Webster and West Baton Rouge Counties in Louisiana.

HEAVY CONSTRUCTION PROJECTS (includes flood control, water & sewer lines, and water wells; excludes elevated storage tanks, industrial construction-chemical processing, power plants, and refineries)

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the	. Executive Order 13658 generally applies to the contract.



contract is not renewed or extended on or after January 30, 2022:	. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023

CARP1098-004 07/01/2022

ASCENSION, EAST BATON ROUGE, LIVINGSTON AND WEST BATON ROUGE
PARISHES

	Rates	Fringes
CARPENTER (formbuilding/formsetting).....	\$ 29.04	10.86

CARP1098-014 07/01/2022		

CALCASIEU PARISH

	Rates	Fringes
CARPENTER (formbuilding/formsetting).....	\$ 29.04	10.86



CARP1098-015 07/01/2022

ACADIA, LAFAYETTE, ST. LANDRY AND ST. MARTIN PARISHES

	Rates	Fringes
CARPENTER (formbuilding/formsetting).....	\$ 29.04	10.86

CARP1098-016 07/01/2022

BOSSIER, CADDO, OUACHITA, RAPIDES AND WEBSTER PARISHES

	Rates	Fringes
CARPENTER (formbuilding/formsetting).....	\$ 29.04	10.86

CARP1846-008 07/01/2022

LAFOURCHE and TERREBONNE PARISHES

	Rates	Fringes
CARPENTER (formbuilding/formsetting).....	\$ 29.09	10.27

ELEC0130-009 12/05/2022

LAFOURCHE AND TERREBONNE PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.75	14.51

ELEC0194-007 09/05/2022

BOSSIER, CADDO, and WEBSTER PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 31.25	14.34

ELEC0446-007 09/01/2022



OUACHITA PARISH

	Rates	Fringes
ELECTRICIAN.....	\$ 26.48	2%+13.04

ELEC0576-006 09/01/2022		

RAPIDES PARISH

	Rates	Fringes
ELECTRICIAN.....	\$ 26.40	4.25%+9.60

ELEC0861-006 09/01/2022		

ACADIA, CALCASIEU, LAFAYETTE, AND ST. MARTIN PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 29.53	4.34%+13.05

ELEC0995-006 01/01/2022		

ASCENSION, EAST BATON ROUGE, LIVINGSTON, ST. LANDRY, AND WEST
BATON ROUGE PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 26.64	12.30

SULA2004-006 04/29/2004		

	Rates	Fringes
CARPENTER (all other work).....	\$ 12.81 **	0.00
Cement Mason/Concrete Finisher...	\$ 13.77 **	0.00
Laborers		
Common.....	\$ 8.20 **	0.00
Pipelayer.....	\$ 9.45 **	0.00
Power Equipment Operators		



Backhoe/Excavator.....	\$ 13.01 **	0.00
Bulldozer.....	\$ 13.83 **	0.00
Crane.....	\$ 16.62	3.28
Dragline.....	\$ 15.16 **	0.00
Front End Loader.....	\$ 11.50 **	0.00
Motor Grader/Blade.....	\$ 11.75 **	0.00
Oiler.....	\$ 8.59 **	2.50
Trackhoe.....	\$ 12.64 **	0.00
Water Well Driller.....	\$ 11.91 **	2.44
Winch.....	\$ 11.38 **	0.00
Truck Driver, Dump.....	\$ 10.25 **	0.00

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

=====
** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after



award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates



the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour



National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"



LWI - 10/19/22

Division 2 – Article 4

SECTION 01011

**DAVIS-BACON AND LABOR STANDARDS
CONTRACTOR GUIDE ADDENDUM**

ASCENSION PARISH
BONADONA/CATALDO DRAINAGE
PM-19-12-002

01011 – 1 of 21



DAVIS-BACON AND LABOR STANDARDS CONTRACTOR GUIDE ADDENDUM



CONTRACTOR GUIDE ADDENDUM

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CONTRACTOR GUIDE ADDENDUM



INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide that is simple and non-bureaucratic yet comprehensive, and will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Davis Bacon and Labor Standards worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor that has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts that they either fund or assist in funding.

This Guide contains six main chapters. The first chapter includes the laws and regulations associated with Federal labor standards administration and enforcement. The second chapter lists the responsibilities of contractors and of state, tribal, and local contracting agencies that administer HUD programs. The third chapter lists wage basics, including wage decisions, wage classifications, and wage rates, to provide background for the rest of the Guide. The fourth chapter discusses reviewing and reporting payrolls. The fifth chapter delves into additional work classifications and wage rates. The sixth and final chapter discusses sanctions and restitution. For further background, the DBLS Agency Guide may be used as a reference.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Standards Field staff for your area.

RESOURCE

Visit the Office of Davis Bacon and Labor Standards online:
www.hud.gov/program_offices/davis_bacon_and_labor_standards

BASIC DBA DEFINITIONS

See Section 3 in the Agency Guide.



CONTRACTOR GUIDE ADDENDUM



LAWS AND REGULATIONS

The Davis-Bacon Act (DBA)

The Davis-Bacon Act (DBA) requires the payment of prevailing wage rates (determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if DB applies to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" (see 5.9 in the Agency Guide). The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (OT) hours (over 40 in any workweek) worked on a covered project. The CWHSSA applies to both direct federal contracts and to federally-assisted contracts where those contracts require or involve the employment of laborers and mechanics and where federal wage standards (e.g., Davis-Bacon or HUD-determined prevailing wage rates) are applicable. CWHSSA provisions apply to all laborers and mechanics, including watchmen and guards, employed by any contractor or subcontractor. CWHSSA also applies to maintenance laborers and mechanics employed by contractors or subcontractors engaged in the operation of Public Housing Agencies (PHA), Tribally Designated Housing Entities (TDHE), and Indian Housing Agencies (IHA) developments.

Exemptions:

CWHSSA O/T provisions do not apply where the federal assistance is only in the nature of a loan guarantee or insurance.

CWHSSA O/T provisions do not apply to prime contracts of \$100,000 or less.

The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback, (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer to submit weekly certified payroll reports, and regulates permissible payroll deductions.

The Fair Labor Standards Act (FLSA)

The FLSA governs matters such as federal minimum wage rates and O/T. These standards are generally applicable to any labor performed and may be pre-empted by other (often more stringent) federal standards such as the DBRA prevailing wage requirements and CWHSSA O/T provisions. The authority to administer and enforce FLSA provisions resides solely with DOL.

Davis-Bacon Regulations

DOL has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6, and 7. Part 1 explains how DOL establishes and publishes DBA wage determinations (also referred to as wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly CPRs. Part 5 covers the labor standards provisions that are in contracts relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Finally, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available online: www.ecfr.gov/current/title-29



CONTRACTOR GUIDE ADDENDUM

Construction Contract Provisions and Labor Standards Administration

Labor standards administration involves the activities that take place primarily before construction begins. Administration sets the stage for the compliance activities that occur during the construction phase. The first and sometimes most difficult step is determining whether and to what extent Davis-Bacon wage standards apply to a particular contract or project. The Factors of Labor Standards Applicability (see Appendix II-6) should be helpful. Most HUD-assisted construction work is covered by Davis-Bacon, but there are some exceptions. The best and safest approach is to first assume that Davis-Bacon requirements will be applicable whenever the contract/project involves construction work valued in excess of \$2,000, then look more closely to see if there is any reason for non-coverage. Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally wound into the contract specifications.

The labor standards clauses

The contract for construction is the vehicle to ensure contractor compliance and Davis-Bacon wage enforcement. Therefore, the bid specifications and/or the contract for each project subject to Davis-Bacon wage rates must contain both a Davis-Bacon wage decision and labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the Davis-Bacon wage and reporting

requirements and with the O/T provisions of the CWHSSA (applicable only when the prime contract is valued at over \$100,000). The labor standards clauses also provide for remedies in the event of violations, including the withholding of payments due to the contractor to ensure the payment of wages or liquidated damages that may be found due, and sanctions should violations occur. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-92554M, Supplementary Conditions Of The Contract for Construction, which is issued primarily for FHA (Federal Housing Administration) multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG (Community Development and Block Grant) and HOME (HOME Investment Partnerships Program) projects; and the HUD-5370, General Conditions for Construction Contracts (construction contracts >\$150,000) or the HUD-5370-EZ, General Contract Conditions for Small Construction/Development Contracts (construction contracts >\$2,000 but ≤\$150,000) which are used for Public and Indian Housing projects. These should be wound into the contract specifications or incorporated by specific reference in the bid/contract documents (see Labor Relations Letter 96-03).





CONTRACTOR GUIDE ADDENDUM

Davis-Bacon Wage Decisions

The term "wage decision" includes the original decision and any subsequent decisions that modify, supersede, correct, or otherwise change the provisions of the original decision. The term "wage decision" is used within this Guide to mean the Davis-Bacon wage decision. The terms "wage decision" and "wage determination" are used interchangeably. A wage decision is a schedule of construction work classifications, wage rates, and fringe benefits that represent the minimum rates that must be paid to workers employed in those classifications. Wage decisions are established for defined geographic areas, usually by county or group of counties, and four general characters of construction work.

RESOURCE

The Department of Housing and Urban Development (HUD) one stop forms resource page.

www.hud.gov/program_offices/administration/hudclips/forms

RESOURCE

All current Davis Bacon wage decisions can be accessed online at no cost at www.sam.gov





CONTRACTOR GUIDE ADDENDUM



CONTRACTOR RESPONSIBILITIES

The principal contractor is responsible for the full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and their subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator Responsibilities, below.)

In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for contractors remains essentially the same.

DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

CONTRACT ADMINISTRATOR RESPONSIBILITIES

The contract administrator is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. This term is used to represent the person (or persons) who will provide labor standards advice and support to contractors and other project principals (e.g., owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 6.1, The Wage Decision) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see Section 12, Payroll Compliance Reviews and Corrections, in the Agency Guide) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Standards field staff. But many HUD-assisted projects are administered by local contracting agencies such as PHAs, TDHEs, and States, cities and counties under HUD's CDBG and HOME programs.

RESOURCE

Program technical guidance

For interpretations of program requirements or handbooks and instructions on the use of forms:

Housing Programs - See our [Contact List](#) for help.



CONTRACTOR GUIDE ADDENDUM



WAGE BASICS

The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for skilled workers, operators, truck drivers, and laborers—for example: carpenters, electricians, plumbers, roofers, rollers, screeds, bulldozers, water wagons, dump trucks, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 5.12 in the Agency Guide.

The work classifications and wage rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications.

You'll want to make sure that the work classifications you need are contained in the wage decision, and make certain that you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (e.g., residential and commercial work) and can be lengthy and difficult to read. The contract administrator (HUD Labor Standards field staff or local agency staff) is available to assist with any trouble reading the wage decision or finding the applicable work classification(s).

To make reading lengthy wage decisions easier, a contract administrator may prepare a Project Wage Sheet (HUD-4720). This sheet is a one-page transcript that will show only the classifications and wage rates for a project. A blank copy of a Project Wage Rate Sheet is provided in the Appendix.

RESOURCE

A fillable version of this form is available online at HUDClips www.hud.gov/program_offices/administration/hudclips/forms. Contact the contract administrator monitoring the project for assistance with a Project Wage Rate.

Posting the wage decision, Davis-Bacon poster, and Additional Classifications wages

The prime contractor is responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet), a copy of the DOL Davis-Bacon poster titled Employee Rights Under the Davis-Bacon Act (Form WH-1321), and Additional Classifications wages at the job site in a place that is easily accessible to all the construction workers employed on the project and where the wage decision and poster will not be destroyed by wind, rain, etc. The purpose of this posting is to provide information to the construction laborers and mechanics working on the project about their entitlement to the prevailing wage for their trade, and to advise them whom to contact (the contract administrator) if they have any questions or want to file a complaint.

RESOURCE

The Employee Rights Under the Davis Bacon Act poster replaces the Notice To All Employees. The new poster is available in English and Spanish online at:

www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrmk13.



CONTRACTOR GUIDE ADDENDUM



REVIEWING PAYROLLS

Certified Payroll Reports (CPRs)

To demonstrate compliance with labor standards requirements, each employer shall prepare, certify, and submit payroll reports for each week to the sponsor, applicant, or owner for any contract work that is performed. See 29 CFR § 5.5(a)(3)(ii) for information on CPRs.

CPR format

Employers on an FHA project are required to use the HUD-authorized Electronic Payroll System (EPS) to submit CPR reports. If an approved electronic payroll reporting system is not being used by the LCA,, the employer must ensure that all information from DOL Payroll Form WH-347 is included and that the LSS can reasonably interpret it. Form WH-347 is available online at www.dol.gov/whd/forms/wh347.pdf.

Submission requirements

Each employer shall submit payroll reports beginning with the first week such employer performs work on the site of the work. Employers shall submit reports promptly following the close of each such pay week.

"No Work" payrolls

Employers are not required to submit reports for weeks during which no work was performed at the site of work, provided that the payroll reports are numbered sequentially or that the employer has provided written notice that its work on the project has been suspended.

Weekly payroll certification

Each weekly payroll submitted shall be accompanied by a "Statement of Compliance" that bears the original signature of the owner, executive/corporate officer, or a designee authorized by the owner or officer. The signature must be in ink; pencil is not acceptable. Signature stamps, photocopies, and facsimiles are not acceptable. The employer may utilize the reverse side of the DOL Payroll Form WH-347 as its Statement of Compliance or another document that contains the same language prescribed on the reverse of the WH-347.

False Submissions

The falsification of any of the above certifications may subject the employer to civil or criminal prosecution under § 1001 of Title 18 and § 231 of Title 31 of the United States Code (USC).



CONTRACTOR GUIDE ADDENDUM

Payroll Review and Submission

The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for O/T violations. All the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments, and protect itself from financial loss should underpayments occur.

Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records—such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments—for a Davis-Bacon project for at least three years after the project is completed. The prime contractor must keep a complete set of all the payrolls for every contractor (including subcontractors) for at least three years after completion of the project.

Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or DOL.





CONTRACTOR GUIDE ADDENDUM



REPORTING PAYROLLS

Completing a Payroll Report

Each employer shall maintain payroll records with respect to their own workforce employed at the site of the work. The prime contractor shall maintain such records relative to all laborers and mechanics working at the site of the work during the course of the construction work for at least three years following the completion of the work. Such records shall contain:

Project and contractor/subcontractor information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Week dates must be indicated in the spaces provided. Numbering payrolls is optional but strongly recommended.

Employee information

The name and an individually identifying 4-digit number for each laborer and mechanic. Employers must always maintain each employee's address and full Social Security number (SSN) during the construction of the project and for no less than three years following completion. This information must be made available to the prime contractor, HUD, and/or the LCA upon request.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for Federal labor standards compliance monitoring. Prime contractors may require a subcontractor to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

Work classification

Each employee must be classified in accordance with the wage decision based on the type of work they perform.

Apprentices or trainees

The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

Split classifications

For an employee that worked in a split classification, make a separate entry for each classification of work performed, distributing the hours of work to each classification accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

Hours worked

The payroll should show only the regular and O/T hours worked on one particular project. The employer must show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, employers should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

Rate of pay

Employers must show the basic hourly rate of pay for each employee for one particular project. If the wage decision includes a fringe benefit and the employer does not participate in approved fringe benefit programs, the employer must add the fringe benefit rate to the basic hourly rate of pay, and must list the O/T rate if O/T hours were worked.



CONTRACTOR GUIDE ADDENDUM

Piece-work

For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any O/T hours.

The effective hourly rate must be reflected on the certified payroll. This hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week to week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the O/T rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the O/T rate would be: $(\$10 \times 1.5) + \$5 = \$20/\text{hour}$.

Gross wages earned

Show the gross amount of wages earned for work performed on a particular project. Note: Employees with work hours and earnings on other projects may show gross wages for a particular project over gross earnings from all projects (e.g., \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

Deductions

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (e.g., Savings Account or Loan Repayment). Any voluntary deduction (i.e., not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears. The note needs to show the type, amount, and frequency of the deduction. A new deduction authorization is required when any of the aforementioned items change.

MORE INFO

Only one employee authorization is needed for recurring (e.g., weekly) "other" deductions. Written employee authorization is not required for income tax and Social Security deductions.





CONTRACTOR GUIDE ADDENDUM

Net pay

Show the net amount of wages paid.

Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Employers must be sure to complete the identifying information at the top, particularly if attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, the employer must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that the employer is paying required fringe benefits to approved plans or programs; and 4(b) indicates that the employer is paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If the employer is paying a portion of the required fringe benefit to programs and the balance directly to the employee, the employer must explain those differences in box 4(c).

Signature

For paper payrolls submitted, the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer, or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. For paper payrolls, signatures in pencil, signature stamps, Xerox copies, PDFs, and other facsimiles are not acceptable.

MORE INFO

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.





CONTRACTOR GUIDE ADDENDUM



ADDITIONAL WORK CLASSIFICATION AND WAGE RATES

After contract award, if it is determined that additional work classifications are required because the wage decision lacks all the necessary classifications and wage rates, the prime contractor and, if applicable, its subcontractors employing workers in such classifications shall request an additional work classification and propose a wage rate and fringe benefits for such classification on form SF-1444, Request for Authorization of Additional Classification and Rate. The contractor or subcontractor shall make its request for a final decision through the LSS or LCA, as appropriate, to DOL at whd-cbaconformance_incoming@dol.gov. The LSS/LCA shall assist the employer in preparing the request and, if necessary, provide guidance on the policies and procedures involved.

Note: Additional work classifications and wage rates may be requested only after the effective wage decision "lock-in" date. (See DOL Regulations at 29 CFR Part 5 § 5.5(a)(1)(ii).)

Additional Work Classification and Wage Rate Parameters

Signature

Additional work classifications must be signed by DBLS for FHA-insured projects managed by HUD and signed by the LCA contracting officer for projects managed by LCAs, then forwarded to DOL with the applicable wage decision where:

The requested work classification is used in the area of the project by the construction industry;

The work that will be performed by the requested work classification is not performed by a work classification that is already contained within the applicable wage decision;

The proposed wage rate for the requested work classification bears a reasonable relationship to the wage rates on the wage decision; and

The workers that will be employed in the requested work classification (if it is known who the workers are or will be) or the workers' representatives agree with the proposed wage rate.

General guide

The wage rate and fringe benefits proposed for any classification must be in accordance with the guidance available in All Agency Memorandum 213. The proposed wage rate and fringe benefits should bear a reasonable relationship to the entirety of the rates within the relevant category. There are four basic categories: skilled crafts, laborers, truck drivers, and power equipment operators. Additional classifications proposed for power equipment operators must specify the type(s) of power equipment involved.

Making the Request

Although a request for additional work classification and wage rate may be prompted following an LSS/LCA review, the proposal must originate with the prime contractor/employer that will utilize the work classification. The prime contractor/employer must submit the request in writing. A basic request must identify the contract/project involved, the work classification requested, and the wage rate, including any bona fide fringe benefits proposed. In some cases, it may be necessary for the prime contractor/employer to describe the work that the requested work classification would perform. The prime contractor/employer should use form SF-1444, Request for Authorization of Additional Classification and Rate, to submit the request.



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LSS/LCA Review of Request

The LSS/LCA will review the prime contractor/employer's request to determine if it satisfies the approval criteria at 5.12.1.9.2. The LSS/LCA will contact the prime contractor/employer if clarification or additional information is needed to complete the review.

Signing the request, reporting to DOL

If the LSS/LCA review finds that the requested work classifications and wage rate/fringe benefits meet the criteria at 5.12.1.9.2, the LSS/LCA submits the completed SF-1444, related documentation, and the applicable wage decision to the DOL National Office for final decision using DOL's dedicated email address:

whd-cbaconformance_incoming@dol.gov.

Disagreement with the request; referring for DOL decision

If the LSS/LCA review finds that the requested work classification and wage rate/fringe benefits fails to meet the approval criteria or if the parties do not agree on the proper classification or wage rate/fringe benefits for the work described, the LSS/LCA shall prepare an SF-1444 and a written report explaining the results of the review and any issues in dispute among the parties, and shall forward these along with a copy of the applicable wage decision to the DOL National Office for its decision using the same dedicated DOL email address.

DOL decision

DOL regulations permit 30 days for DOL to respond to the SF-1444. DOL will notify the LSS/LCA in writing of its decision.

DOL approval

When DOL approves the requested additional work classification and wage rate/fringe benefits, the LSS/LCA shall provide a copy of the DOL notice of approval to the prime contractor/employer with instructions that the additional work classification and wage rate/fringe benefits must be posted on the job site with the wage decision.





CONTRACTOR GUIDE ADDENDUM

DOL disapproval

When DOL disapproves the requested work classification and wage rate/fringe benefits, DOL will notify the LSS/LCA in writing of the reasons why the request cannot be approved. DOL may also indicate what work classifications/wage rate/fringe benefits could be approved for the work involved if a modified request is submitted.

Notification to the prime contractor/employer

The LSS/LCA will notify the prime contractor/employer in writing of the results of the LSS/LCA review and/or DOL decision and provide a copy of the DOL notice.

Requests for DOL reconsideration

The LSS/LCA, the prime contractor/employer, or other interested parties may request reconsideration of the DOL decision on a requested additional work classification and wage rate/fringe benefits. Such requests must be made in writing accompanied by a full statement of the interested party's views and any supporting wage data or other pertinent information.





CONTRACTOR GUIDE ADDENDUM



SANCTIONS AND RESTITUTION

Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before DOL, or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of the things you might expect, and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

Administrative Review on Labor Standards Disputes

The labor standards clauses in the contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

Additional classifications and wage rates

Additional classification and wage rate requests are sometimes denied by DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

Reconsideration

DOL normally identifies the reasons for denial in its response to the request. Any interested person (e.g., the contract administrator, employer, or representatives of the employees) may request reconsideration of

the decision on the additional classification request.

The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to DOL. (See DOL Regulations 29 CFR § 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through HQLS (Headquarters Office Davis-Bacon and Labor Standards).

Administrative Review Board

Any interested party may request a review of the Administrator's decision on reconsideration by DOL's Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR § 1.9.)

Findings of underpayment

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due, and to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with employers to reach such agreements.

Rulings and interpretations

unrelated to findings of underpayment

DOL is the authority for rulings and interpretations unrelated to findings of underpayments. This includes disputes concerning the prevailing wage rates as determined by DOL, DBRA applicability, character of work decisions, and interpretation and application of DOL regulations at 29 CFR Parts 1, 3, and 5. These and other such matters must be referred to the DOL Wage and Hour Administrator for their ruling and/or interpretation per 29 CFR § 5.13. Any request for a ruling or an interpretation from the DOL Administrator via DBLS must be submitted through HQLS with a copy to the local LSS.



CONTRACTOR GUIDE ADDENDUM

Disputes concerning findings of underpayment

Underpayments usually occur when a contractor or subcontractor does not properly pay wages according to the approved wage determination and it has been identified as part of a Davis-Bacon and DBLS enforcement action. There may be other situations that also create underpayments, and they can originate from the employer, prime contractor, or any other interested party. Any underpayment decision by DBLS will include a formal decision letter with a Notice of Right to Appeal.

DOL review

DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL ALJ. (See DOL Regulations 29 CFR § 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

Administrative Review Board

Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

Withholding

The contract administrator shall cause the withholding of payments due to the prime contractor to ensure the payment of wages that are believed to be due and unpaid (e.g., if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor). DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is serious and is not taken unless warranted. If withholding is deemed necessary, the contractor will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.



CONTRACTOR GUIDE ADDENDUM

Deposits and Escrows

In some situations, certain labor standards issues are not or cannot be resolved in time to meet project closeout schedules. In order to permit a final closing/closeout to proceed while certain labor issues are outstanding, a deposit account (HUD-administered projects, e.g. multifamily housing-insured and grant programs) or an escrow account (LCA-administered projects, e.g., CDBG, HOME, HOPE VI (Housing Opportunities for People Everywhere)) may be established as a guarantee to ensure the payment of any wages that have been or may be found due to workers that were employed in the construction of the project. Deposit and escrow accounts may also hold fringe benefits payments that are due to plans or programs and/or liquidated damages that are assessed for violations of CWHSSA O/T provisions. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

MORE INFO

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 3.2, Responsibilities of the Principal Contractor, and 12.4, Restitution for Underpayment of Wages, in the Agency Guide.

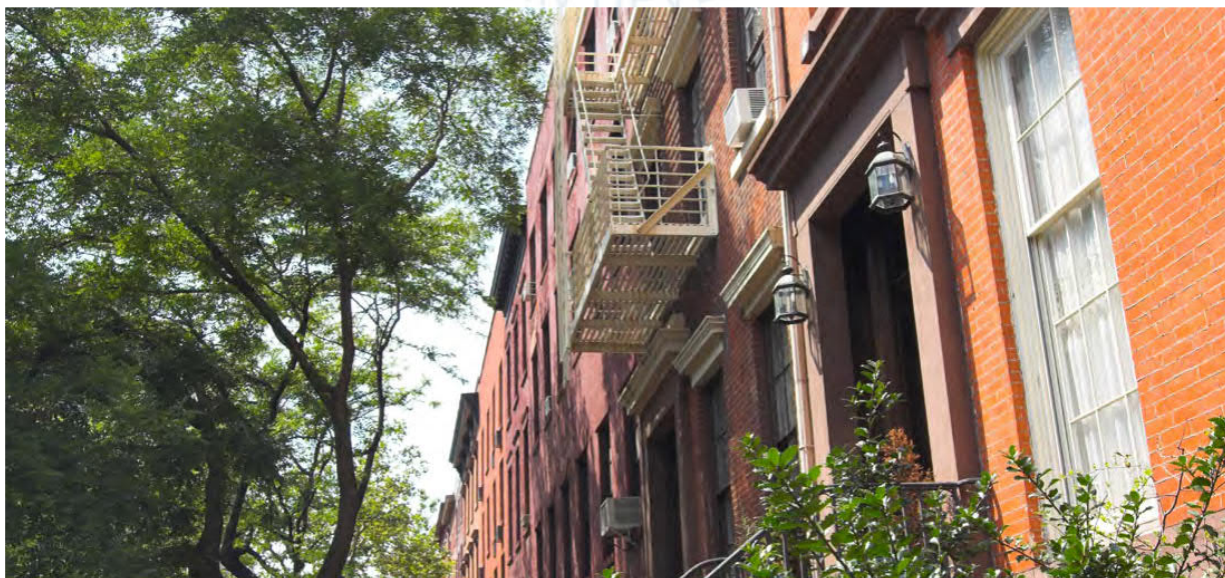
Where the parties have agreed to amounts of wage restitution that are due, but the employer hasn't furnished evidence yet that all the underpaid workers have received their back wages (e.g., unfound workers)

The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in Section 11.4.1 of this Guide;

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and cannot be located. After wage restitution has been paid to all the workers who could be located, the employer must submit a list of any workers who could not be found and paid (unfound workers). See 12.4.6 in the Agency Guide for more information.

Where underpayments are suspected or alleged and an investigation has not yet been completed

The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper





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documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor;

If the employer is unable to make the payments to the workers (e.g., lacks the funds necessary), the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described in Section 13.4.6 in the Agency Guide.

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained.

MORE INFO

Remember, if you have any questions or need assistance concerning labor standards requirements, help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Standards staff in your area.

Where the parties are waiting for the outcome of an administrative hearing that has been or will be requested contesting a final determination of wages due

The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

DOL debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the DBRA will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to three years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership, or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or initiated by DOL. Debarment proceedings are described in DOL regulations 29 CFR § 5.12.

HUD sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments, and suspensions.





CONTRACTOR GUIDE ADDENDUM

Limited Denial of Participation

HUD may issue to the employer an LDP, which prohibits the employer from further participation in HUD programs for a period of up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDPs are found at 24 CFR §§ 24.700-24.714.

Debarment and suspensions

In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications), or initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

Falsification of Certified Payroll Reports

Cases that involve certified payroll falsification may be referred to DOL for its investigation at the outset or referred to DOL for administrative review/hearings or other sanctions.

All referrals suggesting consideration for criminal prosecution must be submitted through the established hierarchy:



States may submit any such recommendation to DOL directly.

MORE INFO

Remember, if you have any questions or need assistance concerning labor standards requirements, help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Standards staff in your area.





LWI – 10/19/22

Division 2 – Article 5

SECTION 01020

SECTION 3 GENERAL INFORMATION

**ASCENSION PARISH
BONADONA/CATALDO DRAINAGE
PM-19-12-002**

This Construction Contract includes the requirement to ensure that employment opportunities be directed to low – and very low income persons, particularly those who are recipients of government assistance for housing. These requirements are included in Section 3 of the Housing and Urban Development Act of 1968; and are known as “Section 3 Provisions”.

The rules and requirements for adherence with Section 3 will impact the obligation and reporting requirements of you as the prime contractor, as well as all of your subcontractors. Section 3 regulations:

1. Establishes a benchmark of twenty-five (25) percent of the total labor hours on the project (worked by existing employees and new employees) must be performed by Section 3 Workers. A **Section 3 Worker** must meet one of the following criteria:
 - a. Household income is below HUD’s income limits (worker’s self-certification); **or**
 - b. Participation in a means-tested program such as public housing or Section 8 assisted housing (worker’s self-certification); **or**
 - c. Employment by a Section 3 Business Concern.
2. Establishes a benchmark of five (5) percent of the total labor hours on the project (worked by existing employees and new employees) must be performed by Targeted Section 3 Workers. In addition to meeting the criteria for a Section 3 Worker, **Targeted Section 3 Worker** must also meet one of the following criteria:
 - a. Employment by a Section 3 Business Concern; **or**
 - b. Live within a one (1) mile radius of the project site; **or**
 - c. Participate in a YouthBuild program.

Contractors and subcontractors must document efforts to comply with Section 3 and meet the benchmarks stated above through the compilation and maintenance of a “good faith efforts” file. It should contain memoranda, correspondence, advertisements, etc., illustrating your attempts to reach eligible persons and businesses.

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Division 2 – Article 6

SECTION 01021

SECTION 3 FREQUENTLY ASKED QUESTIONS

**ASCENSION PARISH
BONADONA/CATALDO DRAINAGE
PM-19-12-002**

(Published: March 25, 2021)

"Best Efforts" and "To the Greatest Extent Feasible"

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ATTACHMENT A
FREQUENTLY ASKED QUESTIONS
for
SECTION 3

LWI - 10/19/22

Published: March 25, 2021

The following is a guidance document published by the Department of Housing and Urban Development Office of Field Policy and Management for the purpose of providing answers to frequently asked questions about Section 3 of the HUD Act of 1968 (12 U.S.C § 1701u) and its associated regulations (24 C.F.R. Part 75). This document is intended to provide guidance for Section 3 funding recipients, subrecipients, contractors, subcontractors, workers, and other stakeholders.

This guidance document covers questions in several topic areas and is divided into parts that contain questions on that part's topic.

I. GENERAL QUESTIONS REGARDING SECTION 3:

1. What is Section 3?
2. What Do "Best Efforts" and "to the Greatest Extent Feasible" Mean?
3. What Does "Section 3 Worker" Mean?
4. What Does "Targeted Section 3 Worker" Mean?
5. What Does "Section 3 Business Concern" mean?
6. How are low-income and very low-income determined?
7. What is YouthBuild?
8. As a funding recipient, what are my Section 3 reporting goals?
9. How does Section 3 differ from the Minority Business Enterprise/Women Business Enterprise programs?
10. What is a Section 3 project?
11. Who is considered a recipient of Section 3 funding?
12. What are funding thresholds and how do they apply to Section 3 covered financial assistance?
13. Which recipient agencies (or sources of HUD financial assistance) are required to comply with Section 3?
14. Can a non-profit organization be considered a business concern for the purposes of Section 3?
15. What is a "Service Area" or "Neighborhood of the project"?
16. What if my agency does not meet all benchmark goals for employment or contracting?
17. My agency has met all benchmark goals for employment and contracting, does this mean that we are considered in compliance with Section 3?

II. APPLICABILITY:

1. What HUD assistance does Section 3 apply to?
2. Do the requirements of Section 3 apply to grantees on a per project basis?
3. If a project is funded with non-HUD assistance, do the requirements of Section 3 still apply?
4. What recordkeeping responsibilities do contractors/subcontractors have if they receive Section 3 covered contracts?
5. Do the Section 3 requirements apply to material only contracts?
6. Do the Section 3 requirements apply to Section 8 project-based rental assistance contracts?
7. Are maintenance projects covered by Section 3?

Section 3 Frequently Asked Questions

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8. Does the reduction and abatement of lead-based paint hazards constitute housing rehabilitation?
9. Are demolition projects covered by the requirements of Section 3?
10. Are professional service contracts required to be reported under Section 3?
11. Does Section 3 apply to labor hours by a CDBG-Entitlement recipient?
12. Does Section 3 apply to labor hours by a Public Housing Authority?

III. CONSISTENCY WITH OTHER LAWS:

1. Are recipients required to comply with Federal/state/local laws in addition to Section 3?
2. What is the relationship between Section 3 and Davis Bacon requirements?
3. What does the new rule mean for Tribes and Tribally Designated Housing Entities?

IV. RECIPIENT RESPONSIBILITIES:

1. What are the responsibilities of recipient agencies under Section 3?
2. What are the reporting requirements for legacy contracts entered into under the old Part 135 rule?
3. What are the reporting requirements for Section 3 projects for which assistance or funds are committed during the transition period?
4. What is the reporting timeline for Public Housing Authorities and other recipients of public housing financial assistance?
5. What are the reporting requirements for Public Housing Authorities and other recipients of public housing financial assistance during the transition period?
6. What are good strategies for targeting Section 3 workers and businesses?
7. Are funds provided to recipients so that they can comply with the requirements of Section 3?
8. Are Section 3 workers or business concerns guaranteed employment or contracting opportunities under Section 3?
9. Are recipients, developers, and contractors required to provide long-term employment opportunities, and not simply seasonal or temporary employment?
10. When might a recipient agency be exempt from the quantitative reporting requirements of Section 3?
11. Are recipients required to request developers or contractors to make payments into Section 3 training or implementation funds?

V. SECTION 3 CERTIFICATION:

1. How can a prospective Section 3 worker or business concern certify that they meet the eligibility requirements?
2. What documentation must be maintained by HUD recipients, contractors and subcontractors certifying that low- and very-low individuals and business concerns meet the regulatory definitions under Section 3?
3. What are examples of acceptable evidence to determine eligibility as a Section 3 worker?
4. What are examples of acceptable evidence for determining eligibility as a Section 3 business concern?
5. Are all public housing residents considered Section 3 workers regardless of their income?
6. Does qualifying as a Section 3 businesses mean that the business will be selected if it meets the technical requirements of the bid, regardless of bid price?
7. Can contracting with MBE/WBE businesses count towards Section 3 benchmarks?
8. Does a business have to be incorporated to be considered a Section 3 eligible business?

VI. ECONOMIC OPPORTUNITIES NUMERICAL BENCHMARKS:

1. How can low- and very low-income persons and businesses locate recipient agencies that are required to comply with Section 3 in their area?

Section 3 Frequently Asked Questions

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2. How can I find Section 3 business concerns in my area?
3. Do the benchmark requirements only count toward new hires?
4. Should PHA's report on staff hours?
5. What category of PHA Staff should be included?
6. Are recipient agencies required to meet the Section 3 benchmarks, or are they optional?
7. Will there be changes to the benchmark requirements?
8. What is considered "other" public construction?
9. What is the meaning of the safe harbor determination?

VII. SECTION 3 COMPLAINTS:

1. How should complaints be made?
2. Where else can I file complaints alleging denied employment and contracting opportunities?

I. GENERAL QUESTIONS REGARDING SECTION 3:

1. What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

2. What Do "Best Efforts" and "to the Greatest Extent Feasible" Mean?

"Best efforts" and "greatest extent feasible" are statutory terms, used in the statute in different contexts. As such, HUD uses both terms to track compliance, and there are many ways to interpret the language. Traditionally, HUD has used the terms interchangeably, as referenced in the statute, and will continue to be consistent with the statutory language. *See* 12 U.S.C. 1701u (b)-(d). These terms are integral to the statutory intent and provide flexibility, rather than administrative burden, to grantees or recipients of HUD funding.

HUD acknowledges that some perceive "best efforts" to be the more rigorous standard, while others perceive "greatest extent feasible" to be the more rigorous standard. HUD has determined not to define the difference between these two terms but rather to increase the emphasis on outcomes as a result of these efforts. A recipient's reported results will be compared to the outcome metrics defined in the benchmark notice. HUD program staff will evaluate the level of effort expended by those recipients that fail to meet the benchmark safe harbor, and thus will ensure that the statutory terms are being properly enforced. HUD included a list of examples in the regulation at 24 CFR §§ 75.15 and 75.25, including engagement in outreach efforts to generate job applicants who are Targeted Section 3 workers, providing training or apprenticeship opportunities, and providing technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).

3. What Does "Section 3 Worker" Mean?

A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD (see Question 6 of this part I of these FAQs, below);



2. The worker is employed by a Section 3 business concern (see Question 5 of part I, below); or
3. The worker is a YouthBuild participant.

4. What Does "Targeted Section 3 Worker" Mean?

A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who:

- (1) is employed by a Section 3 business concern; or
- (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) A resident of public housing or Section 8-assisted housing;
 - (ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
 - (iii) A YouthBuild participant.

A Section 3 targeted worker for Housing and Community Development Financial Assistance projects is a Section 3 worker who:

- (1) is employed by a Section 3 business concern; or
- (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5; or
 - (ii) A YouthBuild participant.

5. What Does "Section 3 Business Concern" mean?

A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

6. How are low-income and very low-income determined?

Low- and very low-income limits are defined in Section 3(b) (2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from:

<https://www.huduser.gov/portal/datasets/il.html>.

7. What is YouthBuild?

YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.

YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods.



The Division of Youth Services within the Employment and Training Administration's Office of Workforce Investment at the U.S. Department of Labor administers the YouthBuild program. Each year, more than 6,000 youth participate in approximately 210 YouthBuild programs in more than 40 states. More information can be found here:

<https://www.dol.gov/agencies/eta/youth/youthbuild>.

8. As a funding recipient, what are my Section 3 reporting goals?

Your Section 3 reporting goals depend on the type of assistance you are receiving, whether public housing financial assistance or housing and community development financial assistance.

For public housing financial assistance, the benchmark for Section 3 workers is set at *25 percent* or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year. The benchmark for Targeted Section 3

workers is set at *5 percent* or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year. This means that the *5 percent* is included as part of the *25 percent* threshold.

For housing and community development financial assistance projects, the benchmark for Section 3 workers is set at *25 percent* or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 workers is set at *5 percent* or more of the total number of labor hours worked by all workers on a Section 3 project. This means that the *5 percent* is included as part of the *25 percent* threshold.

9. How does Section 3 differ from the Minority Business Enterprise/Women Business Enterprise programs?

Section 3 is both race and gender neutral. The standards provided under this regulation are based on income-level and location. Section 3 regulations were designed to encourage recipients of HUD funding to direct employment, training, and contracting opportunities to low-income individuals, and the businesses that employ these persons within their community regardless of race and/or gender.

Minority Business Enterprise (MBE) means a business enterprise that is at least 51% owned and controlled by one or more minority or socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or other similar causes.

Women's Business Enterprise (WBE) is an independent business concern that is at least 51% owned and controlled by one or more women who are U.S. citizens or Legal Resident Aliens; whose business formation and principal place of business are in the U.S. or its territories; and whose management and daily operation is controlled by a woman with industry expertise.

Section 3 standards are race and gender neutral. A minority and/or woman owned business enterprise must provide evidence that it meets at least one criterion of a Section 3 business concern outlined above in order to receive preference under Section 3. However, the Department anticipates that Section 3 will serve to support, and not impede, contract opportunities for minority business enterprises.

The MBE designation may provide preferences promoted by other statutes and regulations, such as goals for MBEs and other socially and economically disadvantaged businesses.



To learn more about the Minority Business Enterprise and Women Business Enterprise programs, please contact HUD's Office of Small and Disadvantaged Business Utilization at 202-708-1428, or visit their website, located at: https://www.hud.gov/program_offices/sdb.

10. What is a Section 3 project?

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 *et seq.*; and/or the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*). (See Question 12 of this part I of these FAQs for more detail regarding Lead Hazard Control and Healthy Homes programs.)

The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing. The requirements of Part 75 apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

11. Who is considered a recipient of Section 3 funding?

A recipient is any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization. It does not include contractors or any intended beneficiary under the HUD program to which Section 3 applies, such as a homeowner or a Section 3 worker.

12. What are funding thresholds and how do they apply to Section 3 covered financial assistance?

Funding thresholds are minimum dollar amounts that trigger Section 3 requirements. There are no thresholds for public housing programs. The requirements of Section 3 apply to all programs receiving public housing financial assistance regardless of the amount of assistance received from HUD. Section 3 also applies to the entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance.

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000 (Lead Hazard Control and Healthy Homes (LHCHH) assistance is not included in calculating whether the assistance exceeds the \$200,000 threshold).

The threshold is \$100,000 when the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970, the Lead-Based Paint Poisoning Prevention Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992. LHCHH programs require Section 3 compliance if there is over \$100,000 of LHCHH funding for the project (neither HUD public housing financial assistance nor HUD housing and community development financial assistance is included in calculating whether the assistance exceeds the \$100,000 threshold). Recipients of LHCHH funding will also be required to comply with Section 3 regulations and report on the entirety of the project when the total amount of HUD housing and community development financial assistance to the project exceeds \$200,000 (LHCHH

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funding is not included in calculating whether the total assistance exceeds the \$200,000 threshold), or if any public housing financial assistance is provided.

13. Which recipient agencies (or sources of HUD financial assistance) are required to comply with Section 3?

For public housing financial assistance, Public Housing Authorities (PHAs), regardless of size or number of public housing units, are required to comply with Section 3 and its reporting requirements. However, small PHAs (fewer than 250 units) are permitted to report qualitatively as permitted under 24 CFR § 75.15(d). Some examples of those qualitative efforts are listed in the answer to Question 15.

As previously stated, Section 3 also applies to projects with more than \$200,000 in funding from housing and community development financial assistance programs. The following is a list of examples of such funds:

- Community Development Block Grant (CDBG)
- HOME Investment Partnership
- Housing Trust Fund (HTF)
- Neighborhood Stabilization Program Grants (NSP 1, 2 & 3)
- Housing Opportunities for Persons with AIDS (HOPWA)
- Emergency Solutions Grants (ESG)
- University Partnership Grants
- Economic Stimulus Funds
- 202/811 Grants
- Lead Hazard Control Grants (\$100,000 threshold; see Question 12, above, in this part I of these FAQs)
- Healthy Homes Production Grants (\$100,000 threshold; see Question 12, above, in this part I)
- Rental Assistance Demonstration (RAD) (see most recent RAD Notice, found through HUD's RAD website, www.hud.gov/rad/)

*Note: The requirements of Section 3 typically apply to recipients of HUD funds that will be used for housing construction, rehabilitation, or other public construction. Contact Section3@hud.gov to determine applicability to a particular project/activity.

14. Can a non-profit organization be considered a business concern for the purposes of Section 3?

Yes. A non-profit organization can be a business concern. Non-profit organizations must meet the criteria of a Section 3 business concern as defined at 24 CFR § 75.5 in order to receive Section 3 preference. See response to Question 5 above.

15. What is a "Service Area" or "Neighborhood of the project"?

"Service area" or the "neighborhood of the project" means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

16. What if my agency does not meet all benchmark goals for employment or contracting?

If reporting indicates that the agency has not met the Section 3 benchmarks, the agency must report in a method prescribed by HUD program offices on the qualitative nature of its activities and those its contractors and subcontractors pursued per 24 CFR § 75.15(b) and § 75.25(b).

Such qualitative efforts may, for example, include but are not limited to the following:



- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Provided training or apprenticeship opportunities.
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Held one or more job fairs.
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e) (2) of the Workforce Innovation and Opportunity Act

17. My agency has met all benchmark goals for employment and contracting, does this mean that we are considered in compliance with Section 3?

Yes. Recipients will be considered to have complied with Section 3 requirements, in the absence of evidence to the contrary, if they meet all benchmark goals and certify compliance with prioritization requirements found in 24 CFR § 75.9 or §75.19. However, if subsequent HUD enforcement activities reveal that the recipient has failed to comply with the recipient responsibilities set forth at 24 CFR §75.13 or §75.23, this compliance determination may be rescinded.

II. APPLICABILITY: /

1. What HUD assistance does Section 3 apply to?

Section 3 applies to both:

a) Public Housing Financial Assistance –

- (i) Development assistance provided pursuant to Section 5 of the United States Housing Act of 1937 (the 1937 Act);
- (ii) Operations and management assistance provided pursuant to Section 9(e) of the 1937 Act;



(iii) Development, modernization, and management assistance provided pursuant to Section

9(d) of the 1937 Act; and

(iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in subsections (i) through (iii).

b) Housing and Community Development Financial Assistance expended for housing rehabilitation, housing construction, or other public construction. See Question #2 below for applicability thresholds.

2. Do the requirements of Section 3 apply to grantees on a per project basis?

Yes, for housing and community development financial assistance projects. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. See Question 12 of part I of these FAQs.

Section 3 applies to all public housing financial assistance funds, regardless of the amount of assistance from HUD.

3. If a project is funded with non-HUD assistance, do the requirements of Section 3 still apply?

Section 3 applies to projects that are fully or partially funded with HUD financial assistance. Projects that are financed with state, local or private matching or leveraged funds used in conjunction with HUD funds are covered by Section 3 if the amount of HUD funding for the project exceeds the regulatory thresholds (listed in Section I, Question #11).

For RAD projects, Section 3 applies regardless of what money is used to pay for repairs. Per the RAD Notice, "While most RAD conversions do not utilize funding covered by Section 3, HUD has established the alternative requirement that any Work required by the conversion after the RAD Closing that involves housing rehabilitation or housing construction is subject to the Section 3 requirements applicable to housing and community development activities as set forth in 12 U.S.C. 1701u(c)(2) and (d)(2) and the regulations derived from such provisions except that, with the exception of transactions receiving HUD housing and community development assistance, such as CDBG (24 CFR part 570) or HOME (24 CFR part 92), first priority for employment and other economic opportunities shall be given to residents of public housing or Section 8 assisted housing. Otherwise, the receipt of Section 8 rental assistance does not, in itself, trigger the applicability of Section 3."

4. What recordkeeping responsibilities do contractors/subcontractors have if they receive Section 3 covered contracts?

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. Recipients are required to maintain documentation to demonstrate compliance with the regulations and are responsible for requiring their contractors/subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers, Targeted Section 3 workers, and any qualitative efforts to comply with Section 3. Examples of documentation can be found in 24 CFR §75.31.



5. Do the Section 3 requirements apply to material only contracts?

No. Section 3 does not apply to material only contracts or those that do not require any labor. For example, a contract for office or janitorial supplies would not be covered by Section 3. In this example, Section 3 would be encouraged but not required. However, a contract to replace windows that includes the removal of existing windows and the installation of new windows would be covered due to the involvement of labor.

6. Do the Section 3 requirements apply to Section 8 project-based rental assistance contracts?

No. Section 8 project-based voucher or project-based rental assistance housing assistance payment contracts, are not covered by the statute, including properties converted through the Rental Assistance Demonstration (RAD).

7. Are maintenance projects covered by Section 3?

Yes, but only for PIH funded programs administered by Public Housing Authorities.

8. Does the reduction and abatement of lead-based paint hazards constitute housing rehabilitation?

No, reduction and abatement of lead-based paint hazards focuses on mitigating lead paint hazards only, not conducting general rehabilitation activities.

9. Are demolition projects covered by the requirements of Section 3?

Yes. Recipients of assistance covered by Section 3 should, where feasible, comply with Section 3 benchmarks.

10. Are professional service contracts required to be reported under Section 3?

No, professional service contracts for non-construction services that require an advanced degree or professional licensing are not required to be reported as a part of total Section 3 labor hours. However, this exclusion does not cover all non-construction services.

However, professional services staff labor hours are permitted to be reported and PHAs will be given credit for reporting opportunities created for professional services by including professional services labor hours in the numerator, and not in the denominator, of the reported outcome ratios. The reporting structure in the rule allows a recipient to count any work performed by a professional services Section 3 worker or Targeted Section 3 worker as Section 3 labor hours and as Targeted Section 3 labor hours (i.e., in the numerator of the calculation), even when the professional services as a whole are not counted in the baseline reporting (i.e., in the denominator of the calculation). The effect of this reporting structure is to give a recipient a bonus if they are able to report Section 3 hires in the professional services context.

11. Does Section 3 apply to labor hours by a CDBG-Entitlement recipient?

Yes. If the recipient intends to use its HUD grant to perform housing construction, rehabilitation, or other public construction and the total HUD assistance to the project exceeds \$200,000, then Section 3 applies to the project.

12. Does Section 3 apply to labor hours by a Public Housing Authority?

Yes. Section 3 applies to all Public Housing capital, operating, or development funds.



III. CONSISTENCY WITH OTHER LAWS:

1. Are recipients required to comply with Federal/state/local laws in addition to Section 3?

Yes. Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, recipients of Section 3-covered assistance are required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations.

2. What is the relationship between Section 3 and Davis Bacon requirements?

Compliance with Section 3 must be achieved consistent with the requirements of Davis-Bacon. Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) and implementing U.S. Department of Labor regulations in 29 CFR Part 5. Additionally, certain HUD-assisted rehabilitation and maintenance activities on public housing projects are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. (24 CFR § 965.101).

3. What does the new rule mean for Tribes and Tribally Designated Housing Entities?

After the Section 3 new rule went into effect on November 30, 2020, Tribes and Tribally Designated Housing Entities under the Indian Housing Block Grant and Indian Community Development Block Grant programs are no longer required comply with Section 3 requirements. The new rule at 24 CFR part 75 provides that contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

IV. RECIPIENT RESPONSIBILITIES:

1. What are the responsibilities of recipient agencies under Section 3?

Recipients are required to ensure their own compliance and the compliance of their contractors/subcontractors with the Section 3 regulations, as outlined at 24 CFR part 75. These responsibilities include but are not limited to the following:

Designing and implementing procedures to comply with the requirements of Section 3: Recipient agencies must take an **active role** in ensuring Section 3 compliance. The first step is implementing procedures to ensure that all parties, including residents, businesses, contractors, and subcontractors, comply with Section 3 and maintain records verifying that compliance.

Facilitating the training and employment of Section 3 workers: The recipient agency must act as a facilitator, connecting Section 3 workers to training and employment opportunities.

Facilitating the award of contracts to Section 3 business concerns: The recipient agency must also work to link developers and contractors with capable Section 3 business concerns. Additionally, recipient agencies, when necessary, may direct Section 3 business concerns to organizations that provide capacity-building training.



Ensuring Contractor and Subcontractor Awareness of and Compliance with Section 3 Benchmarks and responsibilities: The recipient agency is responsible for ensuring that contractors and subcontractors are aware of, and in compliance with, Section 3 requirements.

Ensuring Compliance and Meeting Numerical Benchmarks: Recipient agencies shall ensure compliance with Section 3 by assessing the hiring and subcontracting needs of contractors; regularly monitoring contractor compliance; assisting and actively cooperating with the Secretary of HUD in obtaining the compliance of contractors; penalizing non-compliance; providing incentives for good performance; and refraining from entering into contracts with any contractor that previously failed to comply with the requirements of Section 3.

Reporting Requirements: Recipient agencies must document all actions taken to comply with the requirements of Section 3 and report these activities either through the Section 3 Performance Evaluation and Registration System (SPEARS), for Public Housing financial assistance, or any reporting system designated by program areas overseeing other funding.

2. What are the reporting requirements for legacy contracts entered into under the old Part 135 rule?

On and after November 30, 2020, Section 3 regulations codified at 24 CFR Part 135 (the old rule) have not applied and will not apply to new grants, commitments, contracts, or projects. Contracts executed or projects for which assistance or funds were committed prior to November 30, 2020 are still required to adhere to the requirements of the old rule. Recipients of such assistance or funds will still be expected to maintain records of Section 3 statutory, regulatory, and contractual compliance but will no longer be required to report Section 3 compliance to HUD in SPEARS. HUD does not require funding recipients to change or alter contracts that were in place prior to the new Section 3 requirements becoming effective on November 30, 2020.

3. What are the reporting requirements for Section 3 projects for which assistance or funds are committed during the transition period?

Projects for which assistance or funds are committed between November 30, 2020 and July 1, 2021 are subject to the new Section 3 regulations found in 24 CFR part 75, and HUD expects that funding recipients will begin following this final rule's requirements for new grants, commitments, and contracts. Recipients will be expected to maintain records of statutory, regulatory, and contractual compliance with Section 3 for these projects but will not be required to report to HUD on the requirements found in 24 CFR part 75.

During the transition period between November 30, 2020 and July 1, 2021, recipients are expected to plan and revise processes, systems, and documents to comply with the new rule's requirements. During this time, funding recipients are still required to comply with Section 3's statutory requirements by ensuring that, to the greatest extent feasible, recipients continue to direct economic opportunities generated by certain HUD financial assistance to low- and very low-income persons and businesses that provide economic opportunities to low- and very low-income persons.

Recipients and employers should use this time to update policies and procedures for tracking labor hours and other requirements to ensure compliance with the new rules for projects for which funds are committed on or after July 1, 2021.

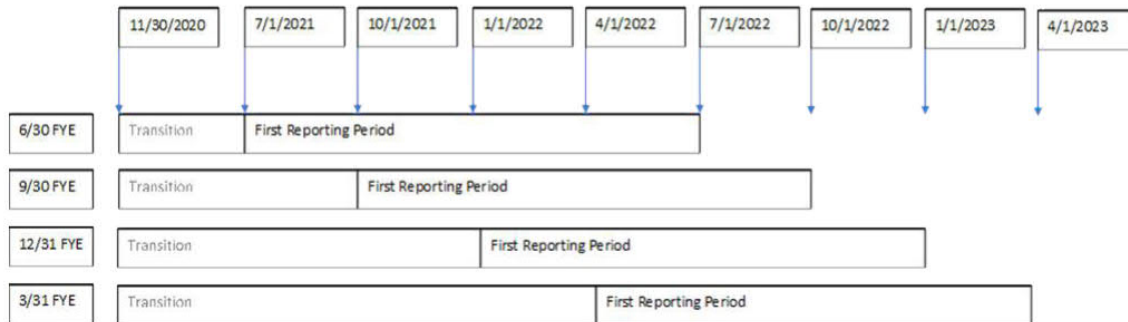


4. What is the reporting timeline for Public Housing Authorities and other recipients of public housing financial assistance?

As of November 30, 2020, PHAs' requirement to report their Section 3 activities and efforts starts 60 days after the end of their first fiscal year that begins after July 1, 2021. Please see the charts below for examples of PHA reporting schedules:

Fiscal Year End	<u>New Reporting Period Begins</u>	<u>New Reporting Period Ends</u>
6/30/21	<u>7/1/21</u>	6/30/22
9/30/21	<u>10/1/21</u>	9/30/22
12/31/21	<u>1/1/22</u>	12/13/22
3/31/22	<u>4/1/22</u>	3/31/23

Section 3 Transition



5. What are the reporting requirements for Public Housing Authorities and other recipients of public housing financial assistance during the transition period?

All recipients of public housing financial assistance are required to follow the new Section 3 regulations found in 24 CFR part 75 beginning on November 30, 2020, and HUD expects that funding recipients and employers will begin following this final rule's requirements for new grants, commitments, and contracts on and after this date. Recipients will be expected to maintain records of statutory, regulatory, and contractual compliance with Section 3 but will not be required to report in SPEARS on the requirements found in 24 CFR part 75 until the recipient's first full fiscal year after July 1, 2021, as indicated in Question #4 above.

During the transition period between November 30, 2020 and a PHA or other recipient's required reporting start date, employers and grantees are expected to plan and revise processes, systems, and documents to comply with the new rule's requirements. During this time, PHAs and other recipients are still required to comply with Section 3's statutory requirements by ensuring that, to the greatest extent feasible, PHA's continue to direct economic opportunities generated by certain HUD financial assistance to low- and very low-income persons, tenants of public and assisted housing, and businesses that provide economic opportunities to low- and very low-income persons.

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6. What are good strategies for targeting Section 3 workers and businesses?

In order to successfully target Section 3 workers and businesses for employment and contracting opportunities, recipients must establish and maintain an effective Section 3 program. HUD has found that hiring a Section 3 coordinator or assigning one individual the responsibility of coordinating all Section 3 related activities is instrumental in reaching Section 3's employment and contracting goals.

It is recommended that recipient agencies establish procedures to certify Section 3 workers and Section 3 business concerns for employment and contracting opportunities. Thereafter, they should maintain a list of eligible workers and businesses by skill, capacity or interest and contact them on a periodic basis when employment and contracting opportunities are available. Refer to the Section 3 regulations at 24 CFR § 75.15(b) and § 75.25(b) for a listing of qualitative efforts.

7. Are funds provided to recipients so that they can comply with the requirements of Section 3?

No. Funding has not been appropriated for Section 3 compliance. Section 3 requirements are only triggered when the normal expenditure of covered funds results in employment, training, or contracting opportunities.

8. Are Section 3 workers or business concerns guaranteed employment or contracting opportunities under Section 3?

Section 3 is not an entitlement program; therefore, employment and contracts are not guaranteed. Low- and very low-income individuals and Section 3 business concerns must be able to demonstrate that they have the ability or capacity to perform the specific job or successfully complete the contract that they are seeking.

9. Are recipients, developers, and contractors required to provide long- term employment opportunities, and not simply seasonal or temporary employment?

Recipients, developers, and contractors are required, to the greatest extent feasible, to direct employment opportunities to low- and very low-income persons, including seasonal and temporary employment opportunities. Benchmark goals include the calculation of all Section 3 worker and Targeted Section 3 Worker labor hours as a percentage of all labor hours worked on a project.

Recipients, developers, and contractors are encouraged to provide long-term employment to ensure that they meet the benchmark goals.

10. When might a recipient agency be exempt from the quantitative reporting requirements of Section 3?

A Small Public Housing Agency (less than 250 units) may elect to not report on labor hours. If the agency does elect not to report on labor hours, it is required to report solely on qualitative efforts as permitted in 24 CFR § 75.15(d).

11. Are recipients required to request developers or contractors to make payments into Section 3 training or implementation funds?

No. Recipients are not required to request contractors to make payments into a fund.



V. SECTION 3 CERTIFICATION:

1. How can a prospective Section 3 worker or business concern certify that they meet the eligibility requirements?

The individual or business must contact the agency or developer from which they are seeking employment or contracting opportunities (e.g., the PHA, city, or local government). They should identify themselves as a Section 3 worker, Targeted Section 3 worker, or Section 3 business concern and provide whatever documentation that the recipient agency requires under their certification procedures. Prospective Section 3 workers and business concerns may self-certify that they meet the requirements as defined in the regulations. HUD recipients, contractors and subcontractors may also establish their own system to certify Section 3 workers and business concerns.

2. What documentation must be maintained by HUD recipients, subrecipients, contractors, and/or subcontractors certifying that low- and very-low individuals and business concerns meet the regulatory definitions under Section 3?

There are many ways that a worker can be certified as either a Section 3 Worker or Targeted Section 3 Worker under 24 CFR part 75:

For a worker to qualify as a *Section 3 worker*, one of the following must be maintained:

- (i) A worker's self-certification that their income is below the income limit from the prior calendar year;
- (ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
- (iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
- (v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a *Targeted Section 3 worker*, one of the following must be maintained:

For Public Housing Financial Assistance projects:

- (i) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
- (ii) Certification from a PHA, or the owner or property manager of project-based Section 8 – assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (iii) An employer's certification that the worker is employed by a Section 3 business concern; or
- (iv) A worker's certification that the worker is a YouthBuild participant.



For Housing and Community Development Financial Assistance projects:

- (i) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
- (ii) An employer's certification that the worker is employed by a Section 3 business concern; or
- (iii) A worker's self-certification that the worker is a YouthBuild participant.

The documentation must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR § 200.334, Retention Requirements for Records (www.ecfr.gov/cgi-bin/retrieveECFR?n=se2.1.200_1334), which provides for retaining records for at least three years, as described in detail in that regulation..

A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

3. What are examples of acceptable evidence to determine eligibility as a Section 3 worker?

HUD does not prescribe that any specific forms of evidence to establish Section 3 eligibility.

Acceptable documentation includes, but is not limited to the following:

- Proof of residency in a public housing project; or
- Evidence of participation in the YouthBuild program.

4. What are examples of acceptable evidence for determining eligibility as a Section 3 business concern?

HUD does not prescribe that any specific forms of evidence be required to establish Section 3 eligibility. The business seeking the preference must be able to demonstrate that they meet one of the following criteria:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

5. Are all public housing residents considered Section 3 workers regardless of their income?

No. To qualify as a Section 3 Worker, an individual must meet one of the following criteria:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.



6. Does qualifying as a Section 3 businesses mean that the business will be selected if it meets the technical requirements of the bid, regardless of bid price?

No. As provided in 2 CFR 200.318, contract awards shall only be made to responsible contractors possessing the ability to perform under the terms and conditions of the proposed contract. In order to meet the requirements of Section 3 and Federal and state procurement laws, recipient agencies must develop procedures that are consistent with all applicable regulations.

7. Can contracting with MBE/WBE businesses count towards Section 3 benchmarks?

It depends. Section 3 is race and gender neutral. Only MBEs/WBEs that meet the eligibility criteria as a Section 3 business concern set forth in the regulation can be counted towards the Section 3 labor hour calculation.

8. Does a business have to be incorporated to be considered a Section 3 eligible business?

No. A Section 3 business concern can be any type of business, such as a sole proprietorship, partnership, or a corporation, properly licensed and meeting all legal requirements to perform the contract under consideration.

VI. ECONOMIC OPPORTUNITIES NUMERICAL BENCHMARKS:

1. How can low- and very low-income persons and businesses locate recipient agencies that are required to comply with Section 3 in their area?

To find local recipients' agencies, Section 3 residents or businesses should contact their local HUD office. To find your closest office, visit: www.hud.gov/localoffices.

2. How can I find Section 3 business concerns in my area?

Contact local recipient agencies to find Section 3 business concerns in your area. Section 3 business concerns that have registered in the Section 3 Business Registry are also available at: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>.

3. Do the benchmark requirements only count toward new hires?

No, the rule does not apply to only new hires, but if someone is currently on staff and qualifies as a Section 3 resident under 24 CFR part 135, they will need to re-certify as either a Section 3 worker or Targeted Section 3 worker under 24 CFR part 75.

4. Should PHA's report on staff hours?

Yes, but not all PHA staff qualify as Section 3 workers. Only PHA staff that meet the definition of a Section 3 worker or Targeted Section 3 worker would qualify to be counted toward total Section 3 or Targeted Section 3 labor hours. Once a PHA determines that a Section 3 worker or Targeted Section 3 worker is hired or currently employed, the PHA would just report those hours as the numerator over the total labor hours funded with public housing financial assistance as the denominator.

5. What category of PHA Staff should be included?

Both salaried and hourly workers need to be reported. There is a limited good faith assessment exception for PHAs and other recipient employers of hourly and salaried workers that are not subject to requirements specifying time and attendance reporting and do not have systems already in place to track labor hours. This exception is to address employers that do not already track labor hours without making changes in time and attendance or payroll.



6. Are recipient agencies required to meet the Section 3 benchmarks, or are they optional?

The Section 3 benchmarks are minimum targets that must be reached in order for the Department to consider a recipient in compliance. Recipient agencies are required to make best efforts, or to the greatest extent feasible, to achieve the benchmarks required for the number of labor hours performed by both Section 3 workers and Targeted Section 3 workers. If an agency fails to fully meet the Section 3 benchmarks, they must adequately document the efforts taken to meet the numerical goals (see Question #9 for a discussion of safe harbor.)

7. Will there be changes to the benchmark requirements?

The Secretary of Housing and Urban Development is required in the Benchmark Notice published in the Federal Register to review and update the Benchmarks by Federal Register notice no less frequently than once every three years.

8. What is considered "other" public construction?

Other public construction includes infrastructure work, such as extending water and sewage lines, sidewalk repairs, site preparation, and installing conduits for utility services.

9. What is the meaning of the safe harbor determination?

Recipients will be considered to have complied with the Section 3 requirements and met the safe harbor, in the absence of evidence to the contrary, if they certify that they have followed the required prioritization of effort and met or exceeded the applicable Section 3 benchmarks.

If a recipient agency or contractor does not meet the benchmark requirements but can provide evidence that they have made a number of qualitative efforts to assist low- and very low-income persons with employment and training opportunities, the recipient or contractor is considered to be in compliance with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

VII. SECTION 3 COMPLAINTS:

1. How should complaints be made?

Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office. These offices can be found through the HUD website, www.hud.gov/.

2. Where else can I file complaints alleging denied employment and contracting opportunities?

You may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about your rights, please contact EEOC at: www.EEOC.gov.

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: <http://www.dol.gov/ofccp/>.



LWI - 10/19/22

Division 2 – Article 7

SECTION 01022

**CERTIFICATION OF PRIME CONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

**ASCENSION PARISH
BONADONA/CATALDO DRAINAGE
PM-19-12-002**

Name of Prime Contractor

Project Name

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the Contract;
- b) To the greatest extent feasible economic opportunities, most importantly employment, generated by this project shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of Ascension Parish.
- c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Typed Name and Title of
Authorized Representative

Company (Prime Contractor)

Signature of Authorized
Representative

Date



LWI - 10/19/22

Division 2 – Article 8

SECTION 01023

**CERTIFICATION OF SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

**ASCENSION PARISH
BONADONA/CATALDO DRAINAGE
PM-19-12-002**

Name of Subcontractor

Project Name

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the Contract;
- b) To the greatest extent feasible economic opportunities, most importantly employment, generated by this project shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of Ascension Parish.
- c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Typed Name and Title of
Authorized Representative

Company (Prime Contractor)

Signature of Authorized
Representative

Date



LWI - 10/19/22

Division 2 – Article 9

SECTION 01024

CONTRACTOR SECTION 3 PLAN

**ASCENSION PARISH
BONADONA/CATALDO DRAINAGE
PM-19-12-002**

[Name of Contractor], Contractor, agrees to ensure, to the greatest extent feasible, that economic opportunities, most importantly employment, generated by CDBG financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the CDBG financial assistance is spent.

Goals

To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the Contractor agrees to comply with the employment and training, and contract prioritization efforts of 24 CFR 75.19. The goals of this Plan are, where feasible, to:

- Provide employment opportunities and training to Section 3 workers, participants in YouthBuild programs.
- Provide contacting opportunities to qualified Section 3 business concerns.
- Give priority for employment opportunities and training to Section 3 workers residing within the service area of the project and participants in YouthBuild Programs.

On this project, the Contractor and its subcontractors will collectively strive to meet the following Section 3 minimum labor hour benchmarks:

<u>Labor Hour Standard</u>	<u>Ratio Formula</u>	<u>Minimum %</u>
Section 3 Workers	Section 3 Worker Hours ÷ Total Labor Hours	25%
Targeted Section 3 Workers	Targeted Section 3 Worker Hours ÷ Total Labor Hours	5%

Reporting

To document the Contractor's and subcontractor's efforts to achieve the benchmarks and comply with the reporting requirements set forth in 24 CFR 75.25(a), the Contractor and its subcontractors will complete and submit the following certifications and reports¹ as applicable:

- Section 3 Employee Data Form and Self-Certification.
- Section 3 Business Concern Contractor/Subcontractor Certification.
- Section 3 Activity and Good Faith Efforts Report (quarterly).
- Section 3 Employee Roster-Job specific
- Section 3 Utilization Report (final)

Contract Provisions

In compliance with 24 CFR 75.27, the Contractor will include contract provisions in all subcontract agreements that require the subcontractor to meet the requirements of 24 CFR 75.19 as outlined above.

The undersigned declares that the Contractor agrees to implement this Section 3 Plan for the above-named Section 3 covered project.

Printed Name and Title

Authorized Signature

Date

¹ The Contractor may substitute an internal computer-generated employee registry in lieu of completing a specific form or report provided it includes the worker's name, worker's address, employer, hours worked and indicates Section 3/targeted Section 3 Status.



LWI -10/19/22
(Reporting and Compliance Form)

Division 2 – Article 10
SECTION 01025

SECTION 3 WORKER SELF CERTIFICATION

ASCENSION PARISH
BONADONA/CATALDO DRAINAGE
PM-19-12-002

To be completed by Employee:

Employee General Information

1. Name of Employer _____
2. Name of Employee _____
3. Street Address of Employee _____
4. City and Zip Code of Employee _____
5. Phone Number and Email _____
6. Date of Employment _____

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, any United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker if they are a YouthBuild participant or employee of a Section 3 Business concern.

SECTION 3 WORKER QUALIFICATIONS

To qualify as a Section 3 Worker, you must meet **one** of the following requirements **OR** have your employer certify that you are employed by a Section 3 Business Concern.

<ul style="list-style-type: none">Income for the previous calendar year is below the income limit*A participant in a means-tested program such as public housing or Section 8-assisted housingA YouthBuild Participant*	Income limit \$XX,XXX
---	--------------------------

* Currently or at the time of hire if hired within the past 5 years

Income Limit is the HUD 80% One Person Income Limit for Parish for which employee resides.
Income limits may be obtained at: [Income Limits | HUD USER](#)



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(Reporting and Compliance Form)

- ☐ I meet at least one of the requirements in the box above and therefore qualify to be counted as a Section 3 Worker under 24 CFR § 75.

TARGETED SECTION 3 WORKER QUALIFICATIONS

If applicable, please indicate which requirement you meet to be considered a Targeted Section 3 worker in the box below. If you select "Living within the service area or neighborhood of the project," that selection will have to be confirmed by your employer. If you do not meet any of these requirements or do not know if you meet any of the requirements listed below, you may leave this section blank.

- Living within the service area or neighborhood of the project (requires employer confirmation)*
- YouthBuild participant*

*Currently or at the time of hire if hired within the past 5 years

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

- ☐ In addition to qualifying as a Section 3 Worker, I meet at least one of the requirements in the box above and therefore qualify to be counted as a Targeted Section 3 Worker under 24 CFR § 75.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature

Date



LWI - 10/19/22
(Reporting and Compliance Form)

Division 2 – Article 11
SECTION 01026

SECTION 3 WORKER EMPLOYER CERTIFICATION FORM

ASCENSION PARISH
BONADONA/CATALDO DRAINAGE
PM-19-12-002

To be completed by Employer:

A. Employer General Information

1. Name of Employer _____
2. Street Address of Employer _____
3. City and Zip Code of Employer _____
4. Phone Number and Email _____

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, the United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker and Targeted Section 3 worker, if an employee of a Section 3 Business Concern. To qualify as a Targeted Section 3 worker, an employer can confirm that the employee lives within the service area or neighborhood of the project.

B. Employee General Information

1. Name of Employee _____
 2. Street Address of Employee _____
 3. City and Zip Code of Employee _____
 4. Phone Number and Email _____
-



LWI - 10/19/22

(Reporting and Compliance Form)

SECTION 3 WORKER AND TARGETED SECTION 3 WORKER QUALIFICATIONS

Please indicate which of the following is true for the worker listed above: (Select ALL that apply)

<input type="checkbox"/> Worker's income from your employment is below the income limit based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis*	Income Limit
<input type="checkbox"/> Worker is employed by a Section 3 Business Concern (Select if your business qualifies as a Section 3 Business Concern)	\$XX,XXX
<input type="checkbox"/> Worker's residence is within the service area or neighborhood of the project *	

*Currently or at the time of hire if hired within the past 5 years

Income Limit is the HUD 80% One Person Income Limit for Parish for which employee resides. Income limits may be obtained at: [Income Limits](#) | [HUD USER](#)

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Employer Signature

Date



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(Reporting and Compliance Form)

Division 2 – Article 12

SECTION 01027

**SECTION 3 BUSINESS CONCERN
CONTRACTOR/SUBCONTRACTOR CERTIFICATION**

**ASCENSION PARISH
BONADONA/CATALDO DRAINAGE
PM-19-12-002**

Name of Business: _____

Name of Business Owner: _____

Address of Business: _____

Phone Number: _____

Email Address: _____

Type of Business: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

The undersigned hereby certifies that **(select any that apply)**:

- _____ The business is at least 51% owned and controlled by low or very low income persons; **or**
- _____ Over 75% of the labor hours performed for the business over the previous 3 month period are performed by Section 3 workers; **or**
- _____ The business is at least 51% owned and controlled by current resident of public housing or Section 8 assisted housing.

Business Concern Affirmation

I affirm and certify that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that all information provided is correct to the best of my knowledge.

Name & Title of Company Representative (Print or Type)

Signature

Date

FOR ADMINISTRATIVE USE ONLY

Qualifies as Section 3 Business Concern: ☐ Yes

☐ No

By: _____

Date: _____

***This certification expires six (6) months after date of signature.**

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(Reporting and Compliance Form)

Division 2 – Article 13

SECTION 01028

SECTION 3 ACTIVITY AND GOOD FAITH EFFORTS QUARTERLY REPORT

**ASCENSION PARISH
BONADONA/CATALDO DRAINAGE
PM-19-12-002**

General Contractor: _____

Subcontractor (If applicable): _____

Reporting Period: _____

Report Type: Quarterly

Quarterly

January – March: Due April 15th

April – June: Due July 15th

July – September: Due October 15th

October – December: Due January 15th

Contractor Section 3 Point of Contact: _____

Phone: _____ Email: _____

Section 3 Goals

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires recipients of certain HUD financial assistance to provide job training, employment, and contracting, to the greatest extent feasible, for low- or very low-income residents in connection with projects and activities in their neighborhoods. Section 3 is race and gender-neutral and is NOT the same as WBE/MBE.

Projects over \$200,000 trigger Section 3. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 residents and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project worked by Targeted Section 3 workers.

Programmatic Responsibilities

Contractors and/or Subcontractors are expected to meet the minimum goals listed above, to the greatest extent feasible. All efforts to utilize Section 3 businesses and workers should be documented.

PART 1: SECTION 3 COMPLIANCE (See Sample Labor Hour Tracker for example of information to be compiled for reporting – Page 6 of 6)		
I. SECTION 3 HOURS WORKED – Report the number of Section 3 hours for this reporting period.		
A. Total hours worked this period by all workers	B. Number of Section 3 hours worked this period	% Section 3 hours (Divide column B by column A)
II. TARGETED SECTION 3 HOURS WORKED – Report the number of targeted Section 3 hours for this reporting period		
A. Total hours worked this period by all workers	B. Number of targeted Section 3 hours worked this period	% Targeted Section 3 hours (Divide column B by column A)



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(Reporting and Compliance Form)

PART 2: SUBCONTRACTOR INFORMATION

- ☐ This project WILL NOT utilize subcontractors.
☐ This project MAY utilize the following subcontractors:

No.	Sect3 Bus.	Subcontractor Name	Subcontractor Address and Phone Number	Trade	Subcontract Amount
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					



LWI - 10/19/22

(Reporting and Compliance Form)

PART 3: PERMANENT EMPLOYEES (On This Project Only)

Please list all current permanent employees (both full and part-time) employed by your company (or local/regional office) as of the signature date on Section 001020 – Certification of Prime Contractor Regarding Section 3 and Segregated Facilities, as well as employees of all subcontractors working on this project. Use additional sheets as necessary. A computer-generated employee registry can be provided in lieu of this form if it includes the worker's name, employer and job category and indicates Section 3/targeted Section 3 status.

No.	Name of Worker	Employer	Job Category/Trade	Section 3 Worker (Y/N)	Targeted Section 3 Worker (Y/N)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					



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(Reporting and Compliance Form)

PART 4: DOCUMENTATION OF QUALITATIVE EFFORTS

Describe efforts to provide Sec 3 Workers and Section 3 Business Concerns with first consideration for employment and contracting opportunities, and all outreach activities performed. If no activity, explain why*

1. Describe all efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, to Section 3 workers. Attach additional pages if needed.

Attach supporting documentation such as:

- Copies of all publications, notices, pictures of posted notices, and other outreach materials.
- List of all Section 3 workers that responded to your responded to your outreach efforts (e.g., submitted job applications, phone logs, etc.); were any of them hired? If not, please explain why.

2. Describe all efforts made to notify Section 3 businesses of any subcontracting opportunities generated by HUD financial assistance for this project, to the greatest extent feasible. Attach additional pages if needed.

Attach supporting documentation such as:

- Section 3 Business List used in any solicitation.
- List of Section 3 business included in any solicitation and documentation of efforts (emails, letters, phone, logs, etc.).
- List of Section 3 businesses that responded to your solicitation and/or outreach efforts; were any of them hired? If not, please explain why.
- Copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.



LWI - 10/19/22

(Reporting and Compliance Form)

3. Describe all additional qualitative efforts made to comply with Section 3 requirements. See below for examples. Attach all applicable supporting documentation.

4. If there are employment opportunities associated with your project, include a draft of the proposed signage. Section 3 signage should be posted at the construction site. Signage must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) state the project is a HUD Section 3 Project, and (c) include the name, phone number and email address of an appropriate point of contact regarding employment opportunities.

Examples of Qualitative Efforts

- Engage in outreach efforts to generate job applicants who are Targeted Section 3 workers
- Provide training or apprenticeship opportunities
- Provide technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- Assist or connect Section 3 workers with drafting resumes, preparing for interviews, and finding job opportunities
- Hold one or more job fairs
- Provide or refer Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare)
- Provide assistance to apply for or attend community college, a four-year educational institution, or vocational/technical training
- Help Section 3 workers to obtain financial literacy training and/or coaching
- Engage in outreach efforts to identify and secure bids from Section 3 business concerns
- Provide technical assistance to help Section 3 business concerns understand and bid on contracts
- Divide contracts into smaller jobs to facilitate participation by Section 3 business concerns
- Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- Promote use of business registries designed to create opportunities for disadvantaged and small businesses
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act

I declare that all statements contained in this report and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of funding or other penalties as prescribed under 18 U.S. Code § 1001.

Typed/Printed Name and Title of Company Representative

Signature of Company Representative

Date



LWI - 10/19/22

(Reporting and Compliance Form)

Section 3 Labor Hour Tracker Methodology (Sample)

[illegible]

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LWI - 10/19/22

(Reporting and Compliance Form)

Division 2 – Article 14

SECTION 01029

SECTION 3 UTILIZATION FINAL REPORT

**ASCENSION PARISH
BONADONA/CATALDO DRAINAGE
PM-19-12-002**

(To Be Completed By the Prime Contractor and Include Data for All Sub-Contractors and Submitted to Owner and Owner's Grant Manager After Substantial Completion)

A. Section 3 Employee Labor Information

1. Total number of Labor Hours on the project: _____
2. Total number of Section 3 Labor Hours on the project: _____
Percent of Total Labor Hours: _____
3. Total number of Targeted Section 3 Labor Hour on the project: _____
Percent of Total Labor Hours: _____
4. Number of Section 3 Employees Utilized on the Project by Prime Contractor: _____
5. Number of Section 3 Employees Utilized on the Project by Subcontractors: _____
6. Total Number of Section 3 Employees Utilized on Project: _____
7. Names of all subcontractors (*attach additional sheet if necessary*):

B. Certification of Prime Contractor

General Contractor: _____

Address: _____

Phone: _____

As an officer and representative of the Company, I hereby certify that the above information is true and accurate and is reported fully for this construction project. It is understood final payment from the Owner for this project cannot be made until this report is submitted to the owner or authorized designee.

Name & Title of Company Representative (Print or Type)

Signature

Date

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LWI - 10/19/22
(Reporting and Compliance Form)

DIRECTIONS FOR COMPLETION OF SECTION 3 UTILIZATION REPORT

1. Determine the level of Section 3 participation in the construction project.
 - a) All employees of the Prime Contractor and all subcontractors must fill out an Employee Information Form, to be retained by the Prime Contractor with copies submitted to the Owner's Compliance Officer. All new hires during the construction project must also complete the Employee Information Form.
 - b) Distribute copies of the Employee Information Form to **all** subcontractors you engage for the project, for completion by all employees to be submitted to the prime for retention, with copies submitted to the Owner's Compliance Officer.
 - c) Determine Section 3 eligibility for all employees in order to track labor hours performed (tracking spreadsheet provided separately)
2. Complete **(A) Section 3 Employee Information** area of the report.
 - a) Enter the total number of labor hours on the project on Line 2.
 - b) Enter the number of labor hours for Section 3 Workers, on Line 3; calculate the percentage (Line 2 divided by Line 3)
 - c) Enter the number of labor hours for Targeted Section 3 Workers on Line 4; calculate the percentage (Line 2 divided by Line 4)
 - d) Enter number of Section 3 Employees utilized by Prime Contractor on Line 5
 - e) Enter number of Section 3 Employees utilized by subcontractors on Line 6
 - f) Enter total number Section 3 Employees utilized on the project on Line 7 (Line 5 + Line 6)
 - g) List all subcontractors on Line 8 (insert additional pages as needed)
3. Complete **(B) Certification by Prime Contractor** section of the report
 - a) List name, address, and telephone of your company (prime contractor)
 - b) Print or type the name and title of authorized company representative
 - c) Have authorized company representative sign and date the Report

Important Reminder

Final payment of retainage funds will not be made until Section 3 Utilization Report is submitted to the Owner or Owner's Compliance Officer.



CDBG – 12/10/22
(Reporting and Compliance Form)

Division 2 – Article 15
SECTION 01030

ATTESTATIONS AFFIDAVIT

**ASCENSION PARISH
BONADONA/CATALDO DRAINAGE
PM-19-12-002**

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

LA R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- | | |
|---------------------------------------|------------------------------------|
| (a) Public bribery (R.S. 14:118) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:230) |

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- | | |
|--|--|
| (a) Theft (R.S. 14:67) | (f) Bank fraud (R.S. 14:71.1) |
| (b) Identity Theft (R.S. 14:67.16) | (g) Forgery (R.S. 14:72) |
| (c) Theft of a business record
(R.S.14:67.20) | (h) Contractors; misapplication of
payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70) | (i) Malfeasance in office (R.S. 14:134) |
| (e) Issuing worthless checks
(R.S. 14:71) | |

LA R.S. 38:2212.10 VERIFICATION OF EMPLOYEES

- A. Appearer is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.



CDBG - 12/10/22

(Reporting and Compliance Form)

- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

LA R.S. 23:1726(B) CERTIFICATION REGARDING UNPAID WORKERS COMPENSATION INSURANCE

- A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.
- B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding/proposing entity.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER

WITNESSES:

Sworn to and subscribed before me this _____ day of _____, 202__

Notary Public



LWI 2022

Division 2 – Article 16
SECTION 01031

PROJECT SIGN

PART 1 - GENERAL

- 1.1 Scope: This Section covers the construction and installation of a project sign as detailed on the Drawings.
- 1.2 General: Immediately upon beginning work under this contract, the CONTRACTOR shall accomplish the work covered under this section. Location of the project sign shall be as determined by the ENGINEER's OWNER at the pre-construction conference.
- 1.3 Other Signs: No other signs are allowed, except those required by law.

PART 2 - PRODUCTS

- 2.1 Plywood: The sign shall be constructed of 1/2 inch thick, grade A-C, exterior type plywood.
- 2.2 Paint: The signs shall receive two (2) coats of an approved semi-gloss, exterior type enamel, colors as shown on the Drawings. Lettering shall be as shown on the Drawings and shall be white, black or brown semi-gloss, exterior type enamel.

PART 3 - EXECUTION

- 3.1 General:
- A. The sign shall be constructed by skilled craftsmen, experienced in carpentry and painting.
 - B. Sign posts, structure, lettering and dimensions shall be in accordance with details contained herein.
 - C. The sign shall be installed at the beginning of the project and removed at the completion of the project.
 - D. The location of the sign shall be selected by the ENGINEER.
- 3.2 Maintenance: Maintain signs and supports in a neat, clean condition; repair damages to structures, framing or sign.
- 3.3 Removal: Remove signs, framing, supports and foundations at completion of project.

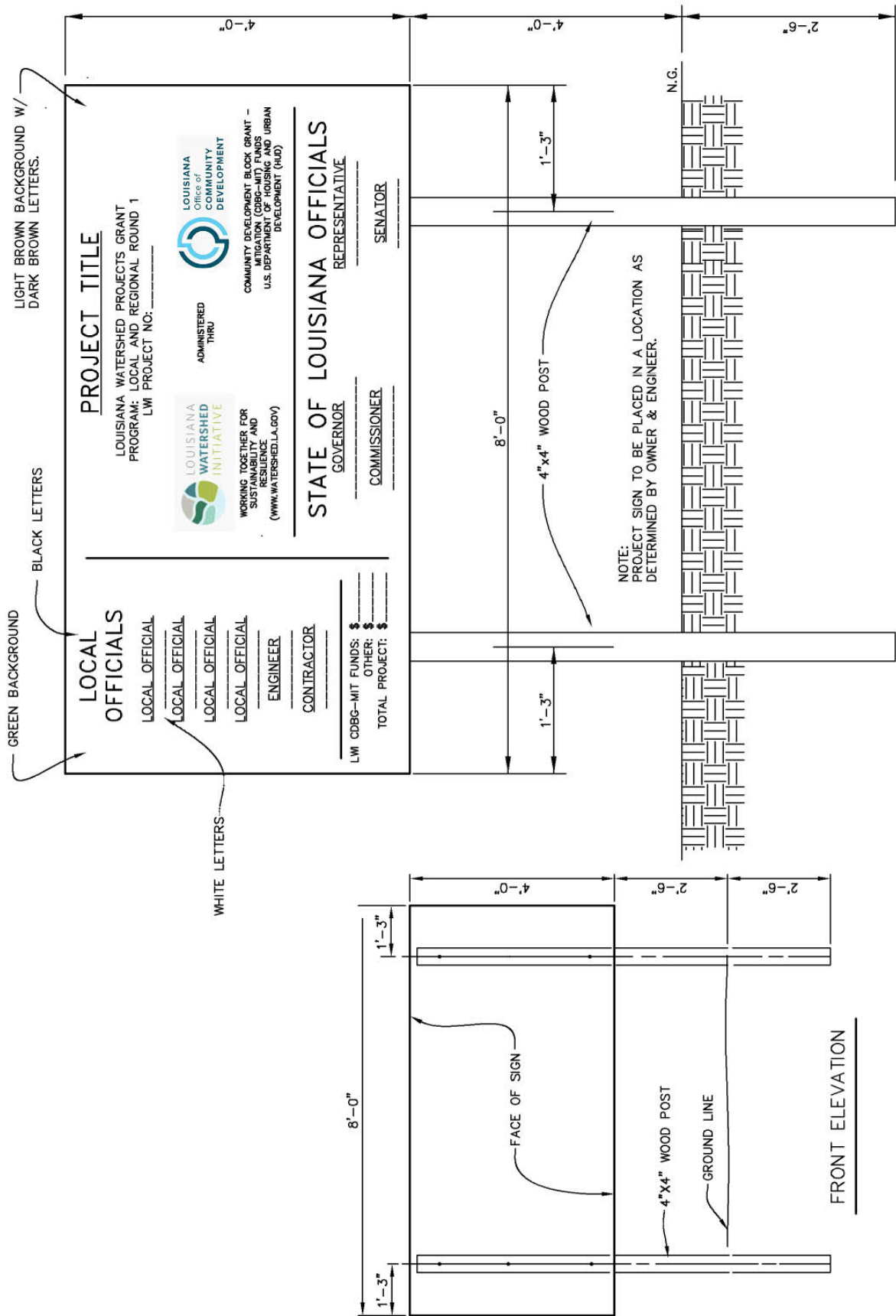


LWI 2022

PART 4 - MEASUREMENT AND PAYMENT

4.1 Method of Measurement and Payment: This work will not be measured for payment. The cost of this work shall be included in other items to which it is subsidiary.

- END OF SECTION -



PROJECT SIGN DETAIL
N.T.S.



DIVISION 3

BID FORMS



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Division 3 – Article 1
LOUISIANA UNIFORM
PUBLIC WORKS BID FORM

TO: *Ascension Parish Government* BID FOR: **BONADONA/CATALDO DRAINAGE**
P.O. Box 2392 *PM-19-12-002*
Gonzales, Louisiana 70707

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: MB Design Consultants, LLC and dated: September 2022.

(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging)

_____.

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid"* but not alternates) the sum of:

_____ Dollars (\$ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

_____ N/A _____ Dollars (\$ _____ N/A _____)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

_____ N/A _____ Dollars (\$ _____ N/A _____)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct)) for the lump sum of:

_____ N/A _____ Dollars (\$ _____ N/A _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER :** _____

DATE: _____

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BIDEFORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise, it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.



Division 3 – Article 2
LOUISIANA UNIFORM PUBLIC WORKS BID FORM
UNIT PRICE FORM

TO: Ascension Parish Government
P.O. Box 2392
Gonzales, Louisiana 70707

BID FOR: BONADONA/CATALDO DRAINAGE
PM-19-12-002

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	■ Base Bid or □ Alt.# MOBILIZATION			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
1	1	LUMP SUM		

DESCRIPTION:	■ Base Bid or □ Alt.# TEMPORARY ENVIRONMENTAL CONTROLS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
2	1	LUMP SUM		

DESCRIPTION:	■ Base Bid or □ Alt.# TEMPORARY TRAFFIC CONTROL			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
3	1	LUMP SUM		

DESCRIPTION:	■ Base Bid or □ Alt.# SITE PREPARATION			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
4	1	LUMP SUM		

DESCRIPTION:	■ Base Bid or □ Alt.# REMOVAL OF STRUCTURES AND OBSTRUCTIONS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
5	1	LUMP SUM		

DESCRIPTION:	■ Base Bid or □ Alt.# REMOVAL OF DRAINAGE PIPE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
6	2800	LINEAR FEET		

DESCRIPTION:	■ Base Bid or □ Alt.# REMOVAL OF CATCH BASINS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
7	10	EACH		

DESCRIPTION:	■ Base Bid or □ Alt.# DRAINAGE EXCAVATION			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
8	800	CUBIC YARD		

DESCRIPTION:	■ Base Bid or □ Alt.# DITCH CLEANING			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
9	1	LUMP SUM		



DESCRIPTION:	■ Base Bid or □ Alt.# DITCH GRADING			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
10	1	LUMP SUM		

DESCRIPTION:	■ Base Bid or □ Alt.# 15" RCP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
11	25	LINEAR FOOT		

DESCRIPTION:	■ Base Bid or □ Alt.# 18" RCP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
12	32	LINEAR FOOT		

DESCRIPTION:	■ Base Bid or □ Alt.# 24" RCP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
13	36	LINEAR FOOT		

DESCRIPTION:	■ Base Bid or □ Alt.# 30" RCP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
14	364	LINEAR FOOT		

DESCRIPTION:	■ Base Bid or □ Alt.# 36" RCP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
15	84	LINEAR FOOT		

DESCRIPTION:	■ Base Bid or □ Alt.# 24" RCPA			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
16	10	LINEAR FOOT		

DESCRIPTION:	■ Base Bid or □ Alt.# 15" HDPE DRAINAGE PIPE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
17	684	LINEAR FOOT		

DESCRIPTION:	■ Base Bid or □ Alt.# 18" HDPE DRAINAGE PIPE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
18	1326	LINEAR FOOT		

DESCRIPTION:	■ Base Bid or □ Alt.# 24" HDPE DRAINAGE PIPE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
19	640	LINEAR FOOT		

DESCRIPTION:	■ Base Bid or □ Alt.# 30" HDPE DRAINAGE PIPE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
20	600	LINEAR FOOT		

DESCRIPTION:	■ Base Bid or □ Alt.# BEDDING MATERIAL			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
21	100	CUBIC YARD		



DESCRIPTION:	■ Base Bid or <input type="checkbox"/> Alt.# CATCH BASIN			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
22	17	EACH		

DESCRIPTION:	■ Base Bid or <input type="checkbox"/> Alt.# GEOTEXTILE FABRIC			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
23	70	SQUARE YARD		

DESCRIPTION:	■ Base Bid or <input type="checkbox"/> Alt.# HYDRO-SEEDING			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
24	1	LUMP SUM		

DESCRIPTION:	■ Base Bid or <input type="checkbox"/> Alt.# SAW CUT ASPHALT PAVEMENT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
25	372	LINEAR FEET		

DESCRIPTION:	■ Base Bid or <input type="checkbox"/> Alt.# SAW CUT CONCRETE PAVEMENT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
26	2100	LINEAR FEET		

DESCRIPTION:	■ Base Bid or <input type="checkbox"/> Alt.# ASPHALT PAVEMENT WITH BASE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
27				

DESCRIPTION:	■ Base Bid or <input type="checkbox"/> Alt.# CONCRETE PAVEMENT WITH BASE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
28	1	LUMP SUM		

DESCRIPTION:	■ Base Bid or <input type="checkbox"/>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

TOTAL				



Division 3 – Article 3
BIDDER INFORMATION FORM
(To be submitted by the successful bidder upon request.)

If BIDDER is:

An Individual

By: _____ (SEAL)
(Signature Individual)

Name (typed or printed): _____

Doing business as: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of General Partner)

Name (typed or printed): _____

Business Address: _____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Business Address: _____

Phone No.: _____ Fax No.: _____

** (A Corporate Resolution Must Be Attached)



If BIDDER is:

A Limited Liability Company

Company Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Business Address: _____

Phone No.: _____ Fax No.: _____

A Joint Venture

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of Joint Venture Partner)

Name (typed or printed): _____

Address: _____

Phone No.: _____ Fax No.: _____

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of Joint Venture Partner)

Name (typed or printed): _____

Address: _____

Phone No.: _____ Fax No.: _____

Address, Phone Number, and Fax Number for receipt of official communications:

(Each joint venture partner must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)



Division 3 – Article 4

BID BOND FORM
(Due with Bid)

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as Principal, and _____, as Surety, are held and firmly bound unto the _____ (Obligee), in the full and just sum of five (5%) percent of the total amount of this bid, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies *as* approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

PRINCIPAL (BIDDER)

SURETY

BY: _____ BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER AGENT OR ATTORNEY-IN-FACT
(SEAL)



Division 3 – Article 5

BIDDER’S NON-COLLUSION AFFIDAVIT
(DUE WITHIN TEN (10) DAYS OF BID)

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned authority, personally came and appeared

_____ who after being by me duly sworn, deposed and

said that he is the fully authorized _____ of

_____ (Herein after referred to as “BIDDER”) the party

who submitted a bid for

_____ which bid was received by ASCENSION PARISH, LOUISIANA on

_____ and said affiant further said:

- (1) That bidder employed no person, corporation, firm, asocial, or other organization, either directly or indirectly, to secure public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for bidder, and
- (2) That no part of the contract price received by bidder was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration, or demolition of the public building or project were in the regular course of their duties for bidder.
- (3) Said bidder is genuine and the bidder has not colluded, conspired or agreed directly or indirectly with any other bidder to offer a sham or collusive bid.
- (4) Said bidder has not in any manner directly or indirectly agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead profit or cost element of said bid price, of that of any other bidder, or to induce any other person to refrain from bidding.



- (5) Said bid is not intended to secure an unfair advantage of benefit from Ascension Parish, Louisiana or in favor of any persons interested in the proposed contract.
- (6) All statement contained in said bid are true and correct.
- (7) Neither affiant nor any member of his company has divulged information regarding said bid or any data relative thereto to any person, firm, or corporation.

By: _____
(Signature)

(Type or Print Name)

(Type or Print Title)

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____DAY OF
_____, 20_____.

Notary Public



Division 3 – Article 6

**RESOLUTION AUTHORIZING
SUBMISSION OF BID, SIGNATURE
OF BID AND SIGNATURE OF
CONTRACT (DUE WITH BID)**

BE IT RESOLVED by the Board of Directors of _____, a
Corporation organized and existing under the laws of the State of
_____, and domiciled in the City of _____;
that _____ President of the Corporation and/or
_____ of the Corporation, be, and are hereby authorized and
empowered to submit bids and to execute any and all contracts of whatever kind on behalf of
the Corporation and to do all things necessary in the premises.

CERTIFICATE

I, _____, Secretary of _____ do
hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by
the Board of Directors of said corporation at a meeting thereof legally held on the _____
day of _____ 20____; that said resolution is duly entered into the records of said
corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation
this _____ day of _____, 20_____.

(Secretary)



Division 3 – Article 7

R-1020 (4/12)



**Designation of Construction Contractor
as Agent of a Governmental Entity
Sales Tax Exemption Certificate**

_____, an agency of the United States government, or an agency, board, commission, or instrumentality of the State of Louisiana or its political subdivisions, including parishes, municipalities and school boards, does hereby designate the following contractor as its agent for the purpose of making sales tax exempt purchases on behalf of the governmental body:

Name of Contractor		
Address		
City	State	ZIP

This designation of agency shall be effective for purchases of component construction materials, taxable services and leases and rentals of tangible personal property for the following named construction project:

Construction Project	Contract Number
----------------------	-----------------

This designation and acceptance of agency is effective for the period

Beginning Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)
-----------------------------	-----------------------

Purchases for the named project during this period by the designated contractor shall be considered as the legal equivalent of purchases directly by the governmental body. Any materials purchased by this agent shall immediately, upon the vendor's delivery to the agent, become the property of this government entity. This government entity, as principal, assumes direct liability to the vendor for the payment of any property, services, leases, or rentals made by this designated agent. This agreement does not void or supersede the obligations of any party created under any construction contract related to this project, including specifically any contractual obligation of the construction contractor to submit payment to the vendors of materials or services for the project.

This contractor-agent is not authorized to delegate this purchasing agency to others; separate designations of agency by this governmental entity are required for each contractor or sub-contractor who is to purchase on behalf of this governmental entity. The undersigned hereby certify that this designation is the entirety of the agency designation agreement between them. In order for a purchase for an eligible governmental entity through a designated agent to be eligible for sales tax exemption, the designation of agency must be made, accepted, and disclosed to the vendor before or at the time of the purchase transaction.

Designation of Agency			Acceptance of Agency		
Signature of Authorized Designator		Date (mm/dd/yyyy)	Signature of Contractor or Subcontractor Authorized Acceptor		Date (mm/dd/yyyy)
Name of Authorized Designator			Name of Contractor's or Subcontractor's Acceptor		
Name of Governmental Entity			Name of Contractor		
Address			Address		
City	State	ZIP	City	State	ZIP

This designation of agency form, when properly executed by both the contractor and the governmental entity, shall serve as evidence of the sales tax exempt status that has been conferred onto the contractor. No other exemption certificate form is necessary to claim exemption from sales taxes. The agency agreement evidenced by this sales tax exemption certificate must be implemented at the time of contract execution with the governmental entity. The contract between the governmental entity and his agent must contain provisions to authenticate the conferment of agency.



Division 3 – Article 8
SALES TAX EXEMPTION CONTRACT

STATE OF LOUISIANA
PARISH OF _____

CONTRACT FOR L.R.S. 47:301(8)(c) SALES AND TAX EXEMPTION

WHEREAS, _____, (Contractor), has been awarded a Contract with ASCENSION PARISH, (Owner), a public entity/political subdivision, in accord with the Louisiana public bid Law for the following public project:

BONADONA/CATALDO DRAINAGE
PM-19-12-002

WHEREAS, the Contractor and/or its subcontractors on this project, in their execution of the Project will use and/or purchase tangible property and/or goods which will be consumed in completing the Project or which will be incorporated into the Project;

WHEREAS, the Contractor and/or its subcontractors on this project, in bidding on the Project, did not include sales and use taxes on tangible property and/or goods which will be consumed in completing the Project or which will be incorporated into the Project;

WHEREAS, the Owner wishes to avail itself of the sales and use tax exemption afforded to it by L.R.S. 47:301(8)(c);

WHEREAS, the Owner wishes to avoid paying sales and use taxes when it has no legal obligation to do so;

WHEREAS, the Owner's unnecessary payment of sales and use taxes could be a violation of its duty to prudently administer the public funds in its charge;

WHEREAS, the parties may avoid the unnecessary payment of sales and use taxes if the Contractor or its subcontractors on this project act as the Owner's agent and/or instrumentality for the purchase and/or use of tangible property which will be consumed in completing the Project or which will be incorporated into the Project;

WHEREAS, the Contractor and its subcontractors on this project and the Owner mutually agree to a contract of agency and/or instrumentality between them for the purchase and/or use of tangible property which will be consumed in completing the Project or which will be incorporated into the Project and thereby avoid the unnecessary payment of sales and/or use taxes;

NOW THEREFORE the Owner appoints the Contractor and its subcontractors on this project as its agent and/or instrumentality for purposes of the purchase and/or use of tangible property which will be consumed in completing the Project or which will be incorporated into the Project subject to the following conditions:



All purchases under this Contract shall be made from the public funds paid to the Contractor and/or its subcontractors on this project and shall be charged to the contract price for the Project. The Contractor and/or its subcontractors on this project shall obtain invoices for all purchases made under this Contract. The invoices shall bear the name and number of the Project as listed above. All materials and equipment shall be purchased by the Contractor and/or its subcontractors on this project in the name of the Owner using funds that are accounted for to the Owner and that are traced to public funds.

Title to all property purchased under this Contract shall immediately pass to the Owner at the time of the purchase, but the Contractor and/or its subcontractors on this project shall be the depositary or custodian of the property until the Owner accepts the Project as substantially complete at which time this Contract shall terminate.

In the event that the Contractor and/or its subcontractors on this project are subject to a sales or use tax audit by either the State of Louisiana or a local government subdivision and the taxing authority assess taxes on any materials or equipment incorporated into the Project or use in its work, the Owner shall be responsible for defending the tax-exempt status or the purchases at issue unless the tax liability is due to the non-compliance to this contract by the Contractor and/or its subcontractors. Moreover, should the taxing authority prevail in imposing its sales or use tax, the Owner shall be ultimately liable for remitting to the taxing authority the taxes, interest and penalties ultimately found due unless the Contractor and/or its subcontractors on this project have failed to comply with this Contract, in which event the Contractor and/or its subcontractors shall be solely responsible for the payment of taxes found to be due.

This Contract does not limit or otherwise alter Contractor's responsibilities (1) to fully insure materials and equipment to be furnished by Contractor; (2) to insure the work at all times prior to substantial completion; (3) to fully warrant all materials and equipment furnished by Contractor; (4) to alter the method or time frames for payments established under the Project; (5) to change the rights of the Owner to accept or reject the work or any part thereof or alter the manner or time frames in which inspections may be made by the Engineer or Architect on behalf of the Owner; (6) to provide for the safety and protection of materials and equipment whether in storage on or off site and regardless whether titled to the contracting agency as part of the work; (7) to maintain liability and property insurance, specifically including coverage for damages to the materials and equipment prior to final acceptance and claims for damages because of bodily injury, sickness, or death and any of the Contractor's and/or its subcontractors on this project employees or any person other than the Contractor's and/or its subcontractors on this project employees; (8) to properly correct the work as required by the Engineer or Architect or diminish the Owner's and Engineer's or Architect's right to reject any portions of the work.



The Contractor accepts its appointment as indicated by the signature of its authorized agent on the date shown below. The subcontractors of the Contractor on this project shall accept this appointment by their execution of a subcontract with the Contractor to which this Sales Tax Exemption Agreement shall be incorporated by reference and attached as an Exhibit thereto.

CONTRACTOR

WITNESS DATE

WITNESS DATE

Sworn to and subscribed before me on this ____ day of _____, 202__.

Notary Public

OWNER

WITNESS DATE

WITNESS DATE

Sworn to and subscribed before me on this ____ day of _____, 202__.

Notary Public



Division 3 – Article 9
PERFORMANCE BOND

_____ as Principal, and

_____ a surety company or companies authorized to do business in Louisiana, as Surety, are bound, in solido, unto

_____ and unto

all subcontractors, workmen, and furnishers of materials and equipment, jointly in

the sum of _____

Dollars(\$_____).

Payable in lawful money of the United States, and to this bond do obligate their heirs, successors and assigns. In the case of co-sureties, co-sureties assume an obligation in the sum of

_____ Dollars(\$_____).

For _____ and

_____ Dollars(\$_____).

The consideration for this bond is such, that if the Principal shall perform this contract, made and entered into on the _____ day of _____, 20_____, To construct the project entitled:

BONADONA/CATALDO DRAINAGE: PM-19-12-002 consisting of

municipal wastewater infrastructure construction according to the stipulations in said contract attached hereto and made a part hereof, at the time and in the manner and form specified; perform all labor and work; and shall furnish all materials as specified in said contract, and the drawings and specifications thereto attached and made a part thereof; this obligation shall



be void; otherwise to remain in effect.

It is agreed by the parties that this bond is given in accordance with Louisiana Revised Statutes of 1950, Title 38, Chapter 10.

In faith whereof, we have subscribed this obligation at _____,

Louisiana. Witness our hands and seals, this _____ day of _____, 20_____.
Witnesses

Principal

By _____

Typed or Printed Name

First Surety

By _____ (Seal)

Attorney-in-Fact

Typed or Printed Name

Second Surety

By _____ (Seal)

Attorney-in-Fact

Typed or Printed Name



I certify that I am as of the date of this bond a licensed Resident Agent of Louisiana in good standing with the Louisiana Insurance Commission and authorized to countersign this bond on behalf of the Surety of Sureties.

First Surety

Second Surety

By _____

By _____

Typed or Printed Name

Typed or Printed Name

Address

Typed or Printed Name

Typed or Printed Name

Address



Division 3 – Article 10
PAYMENT BOND FORM

as Principal, and _____

a surety company or companies authorized to do business in Louisiana, as Surety, are bound, in solido, unto _____ and unto all subcontractors, workmen, and furnishers of materials and equipment, jointly in the sum of _____ Dollars(\$_____).

Payable in lawful money of the United States, and to this bond do obligate their heirs, successors and assigns. In the case of co-sureties, co-sureties assume an obligation in the sum of _____ Dollars(\$_____).

For _____ and _____ Dollars(\$_____).

The consideration for this bond is such, that if the Principal shall perform this contract, made and entered into on the _____ day of _____, 20_____, To construct the project entitled:

BONADONA/CATALDO DRAINAGE; **PM-19-12-002**, consisting of municipal street and lighting construction according to the stipulations in said contract attached hereto and made a part hereof, pay all sums due on materials and supplies used and



wages earned by workmen employed on the work; this obligation shall be void; otherwise to remain in effect.

It is agreed by the parties that this bond is given in accordance with Louisiana Revised Statutes of 1950, Title 38, Chapter 10.

Witness our hands and seals, this _____ day of _____, 20_____.

Witnesses

Principal

By _____

Typed or Printed Name

First Surety

_____ By _____ (Seal)

Attorney-in-Fact

Typed or Printed Name

Second Surety

_____ By _____ (Seal)

Attorney-in-Fact

Typed or Printed Name



I certify that I am as of the date of this bond a licensed Resident Agent of Louisiana in good standing with the Louisiana Insurance Commission and authorized to countersign this bond on behalf of the Surety of Sureties.

First Surety

Second Surety

By _____ By _____

Typed or Printed Name

Typed or Printed Name

Typed or Printed Name

Typed or Printed Name

Address

Address



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Division 3 – Article 11

HOLD HARMLESS AGREEMENT

OWNER: **PARISH OF ASCENSION**
 P.O. BOX 1659
 GONZALES, LOUISIANA 70707-1659

ENGINEER: **MB DESIGN CONSULTANTS, LLC**
 8841 Bluebonnet Blvd., Suite A
 Baton Rouge, LA. 70810

The Contractor shall indemnify and hold harmless the Owner and the Engineers and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees 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 the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or the Engineers, or any of their agents or employees by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this Agreement shall not extend to the liability of the Engineers, their agents or employees arising out of. (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications: or (2) the giving of or the failure to give directions or instructions by the Engineers, their agents or employees provided such giving or failure to give its primary cause of the injury or damage.

CONTRACTOR: _____

By: _____

WITNESSES:



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DIVISION 4

CONTRACT FORMS



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Division 4 – Article 1

NOTICE OF AWARD

Date of Award: _____

TO: _____

ADDRESS: _____

PROJECT: _____

Owner's Contract No.: _____ Engineer's Project No.: 2017-14 _____

Contract For: **BONADONA/CATALDO DRAINAGE**
ASCENSION PARISH
PROJECT # PM-19-12-002

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for: **BONADONA/CATALDO DRAINAGE: ASCENSION PARISH**

The Contract Price of your Contract is: _____

4 Copies of each of the proposed Contracts accompany this Notice of Award.

4 Sets of the complete Contract Documents, including Drawings, will be delivered separate

During the Pre-Construction Conference or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, this is by: _____

1. You must deliver to the Owner four (4) fully executed counterparts of the proposed Contract, including the Agreement. Each copy of the Contract must bear your signature on all signatory lines within the Agreement
2. You must deliver with the executed Agreement, the Contract Security (Bonds) as specified in the Instructions to Bidders (Section 1.8) and General Conditions (Section 5.01).



NOTICE OF AWARD (Continued)

-
3. You must deliver with the executed Agreement, Certificate of Insurance including certificates verifying additional insurers as required in General Conditions (Section 5.03)

Failure to comply with these conditions within the time specified will entitle the Owner to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with the above conditions, the Owner will return to you one (1) fully signed counterpart of the Agreement with the Contract Documents attached.

PARISH OF ASCENSION
(Owner)

By: _____
(Authorized Signature)

(Title)

ACCEPTANCE OF AWARD

(Contractor)

By: _____
(Authorized Signature)

(Title)

(Date)



Division 4 – Article 2

NOTICE TO PROCEED

TO: _____

ADDRESS: _____

PROJECT: _____

Owner's Contract No.: _____ Engineer's Project No.: _____

Contract For: **BONADONA/CATALDO DRAINAGE**
ASCENSION PARISH
PROJECT # PM-19-12-002

You are notified that the Contract Times under the above Contract will commence to run on _____ . By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and completion and readiness for Final Payment are: _____ and _____

Before you may start any Work at the site, Article 2.01 of the General Conditions provides that you and the Owner must each deliver to the other (with copies to the Engineer) and other identified additional insurers) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents. Also, before you may start any Work at the site you must notify Owner/Engineer of Start Date.

PARISH OF ASCENSION

(Owner)

By: _____

(Authorized Signature)

(Title)

ACKNOWLEDGED:

(Contractor)

By: _____
(Authorized Signature)

(Title)

(Date)



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Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: _____

By: _____
ENGINEER
Authorized Signature



NO. _____

Division 4 – Article 4

WORK CHANGE DIRECTIVE

PROJECT: BONADONA/CATALDO DRAINAGE

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: PARISH OF ASCENSION OWNER'S CONTRACT NO.: PM-19-12-002

ENGINEER: _____ ENGINEER'S PROJECT NO.: _____

CONTRACTOR: _____

You are directed to make the following changes in the Contract Documents:

Description: _____

Purpose of Work Change Directive: _____

Attachments (List documents supporting changes): _____

If a claim is made that the above change(s) have affected the Contract Price or Contract Times, any claim for a change order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

____ Unit Prices
____ Lump Sum
____ Other: _____

Method of determining change in Contract Times

____ Contractor's Records
____ Engineer's Records
____ Other: _____

Estimated increase (decrease) in Contract Price:

\$ _____ - _____

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: _____ Days

Ready for Final Payment: _____ Days

If the change involves an increase, the estimated are not to be exceeded without further authorization.

RECOMMENDED: By: _____
Engineer (Authorized Signature)

Date: _____

APPROVED: By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED: By: _____
Contractor (Authorized Signature)

Date: _____



CLINT COINTMENT

ASCENSION PARISH PRESIDENT

WWW.ASCENSIONPARISH.NET

EJCDC No. 1910-E-F (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and Endorsed by

The Associated General Contractors of America



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Division 4 – Article 5
CHANGE ORDER

CHANGE ORDER NO. _____

OWNER Ascension Parish Government DATE _____

NAME OF PROJECT: **BONADONA/CATALDO DRAINAGE**

PROJECT NUMBER: **PM-19-12-002**

ENGINEER: _____

CONTRACTOR: _____ CONTRACT DATE _____

It is hereby mutually agreed that when this change order has been signed by the contracting parties, the following described changes in the work required by the Contract shall be executed by the Contractor without changing the terms of the Contract except as herein stipulated and agreed.

SCOPE OF CHANGES:

JUSTIFICATION FOR CHANGES:

CONTRACTOR'S PROPOSAL FOR THE ABOVE DESCRIBED CHANGES

I/We hereby agree to the modification of the Contract as described above and agree to furnish all materials, equipment and labor necessary to perform all work in connection therewith in accordance with the requirements for similar work in the existing Contract except as otherwise stipulated herein, for the following consideration.

CONTRACT Amount –Add to –or- Deduct from- the Contract amount the sum of \$ _____

Time for Completion –Add to –or- Deduct from- the Contract Time: _____ Days.

The New Date for Completion is _____

CONTRACTOR: _____

SIGNATURE: _____ DATE _____

RECOMMENDED BY: Chief Engineer, Ascension Parish Engineering Department

BY: _____ DATE _____



CHANGE ORDER (Continued)

APPROVED BY:

PUBLIC WORKS BY: _____ DATE _____

PARISH PRESIDENT BY: _____ DATE _____

STATEMENT OF CONTRACT AMOUNT

ORIGINAL CONTRACT AMOUNT:	\$	_____
Previous Additions	\$	_____
Previous Deductions	\$	_____
Net Amount Prior to this Change	\$	_____
Amount of This Change Add Deduct...	\$	_____
CONTRACT AMOUNT TO DATE.....	\$	_____



Division 4 – Article 6

CERTIFICATE OF
SUBSTANTIAL COMPLETION

Project: **BONADONA/CATALDO DRAINAGE**

Owner: Ascension Parish Government

Owner's Contract No.: PM-19-12-002

Contract:

Engineer's Project No

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:



CERTIFICATE OF
SUBSTANTIAL COMPLETION (Continued)

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

<hr/>	<hr/>
Executed by Engineer	Date

<hr/>	<hr/>
Accepted by Contractor	Date

<hr/>	<hr/>
Accepted by Owner	Date



DIVISION 5

TECHNICAL SPECIFICATIONS



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SPECIAL PROVISIONS (REVISED 22 MAY 2019)

PART 1 -- SPECIAL PROVISIONS

SP1. THE REQUIREMENT

- A. The WORK to be performed under this Contract shall consist of furnishing plant, tools, equipment, materials, supplies, and manufactured articles, and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.

SP2. WORK COVERED BY CONTRACT DOCUMENTS

- A. The WORK of this Contract generally comprises the construction of drainage improvements including clearing and grubbing, ditch cleaning, excavation and disposal, fill, installation of erosion protection, removal and replacement of drainage pipes, removal and installation of catch basins, and other items as indicated in the Contract Documents.
- B. The Work of the contract is generally located in Donaldsonville,
- C. Major Items of the WORK include, but are not limited to the following:
 - 1. Ditch cleaning
 - 2. Disposal of spoil material
 - 3. Removal of catch basins and drainage pipe
 - 4. Installation of new catch basins and drainage pipe
 - 5. Repair of pavement

SP3. CONTRACT METHOD

- A. The WORK hereunder will be constructed under a single unit price contract. Payments will be based upon items identified in Section 01025 – Measurement and Payment.

SP4. EXPLANATION OF ALTERNATES

- A. No bid alternates will be considered.

SP5. WORK BY OTHERS

- A. Where 2 or more contracts are being performed at one time on the same Site or adjacent land in such manner that work under one contract may interfere with work under another, the OWNER will determine the sequence and order of the Work in either or both contracts. When the Site of one contract is the necessary or convenient means of access for performance of work under another, the OWNER may grant privilege of access or

other reasonable privilege to the CONTRACTOR so desiring, to the extent, amount, and in manner and at time that the OWNER may determine. No OWNER determination of method or time or sequence or order of the work or access privilege shall be the basis for a claim for delay or damage except under provisions of the General Conditions for temporary suspensions of the work. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to allow continued safe access to their respective portions of the Site, as required to perform work under their respective contracts.

SP6. INTERFERENCE WITH WORK ON UTILITIES

- A. The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

SP7. WORK SEQUENCE

- A. The CONTRACTOR's attention is directed to the fact that the WORK is being performed in an active drainage canal, and as such, no interruption in the flow of stormwater into and out of the river can be accommodated during severe rainfall events.

SP8. CONTRACTOR USE OF THE SITE

- A. The CONTRACTOR's use of the Site shall be limited to its construction operations, including on-Site storage of materials, on-Site fabrication facilities, and field offices.

SP9. WORKING HOURS

- A. The CONTRACTOR's working hours shall be limited to ordinary working hours of 7:30 AM to 5:30 PM, Monday through Friday. The CONTRACTOR may work outside of normal hours with the permission of the OWNER and ENGINEER. Such requests shall be tendered to the ENGINEER a minimum of 48 hours prior to the proposed work outside of normal working hours.
- B. Night WORK will generally not be allowed.
- C. The CONTRACTOR is alerted to the Construction and Schedule Constraints specified within these Special Provisions.

SP10. OWNER'S USE OF THE SITE

- A. The OWNER may utilize all or part of the existing facilities during the entire period of construction for the conduct of the OWNER's normal operations. The CONTRACTOR shall cooperate and coordinate with the OWNER and ENGINEER to facilitate the OWNER's operations and to minimize interference with the CONTRACTOR's operations at the same time. In any event, the OWNER shall be allowed access to the Site during

SP11. BAR CHART CONSTRUCTION SCHEDULE

- A. CONTRACTOR shall schedule the WORK in accordance with the Contract Documents.

- B. Where submittals are indicated, submit the number and type of copies as established at the pre-construction conference.
- C. The CONTRACTOR is alerted to the Construction and Schedule Constraints specified within these Special Provisions.
- D. The CONTRACTOR shall submit 2 schedule documents at the Preconstruction Conference that shall serve as the CONTRACTOR's Plan of Operation for the initial 60 Day period of the Contract Times and shall identify the manner in which the CONTRACTOR intends to complete WORK within the Contract Time. The CONTRACTOR shall submit a 60 Day Plan of Operation Bar Chart Schedule and a Project Overview Bar Chart Schedule for WORK as indicated below.
 - 1. 60 Day Bar Chart Plan of Operation Schedule: The bar chart shall show the CONTRACTOR's early activities (mobilization, permits, submittals necessary for early material and equipment procurement, submittals necessary for long lead equipment procurement, scheduling submittals, initial site work, and other submittals) required in the first 60 Days).
 - 2. Project Overview Bar Chart Schedule: The Bar Chart shall indicate the major components of the WORK and the sequence relations between the major components and subdivisions of major components. The bar chart schedule shall indicate the relationships and time frames in which the various components of the WORK will be made substantially complete and placed into service in order to meet the Contract Times. Sufficient detail shall be included for the identification of subdivisions of major components according to such activities as mobilization, site dewatering, excavation, demolition, yard piping installation, placement of structural backfill, final site grading, and other important WORK for each major item within the overall project scope. Planned durations and start dates shall be indicated for each work item subdivision.
- E. The ENGINEER and the CONTRACTOR shall meet to review and discuss the 60 Day Plan of Operations and Project Overview Schedules at the Pre – Construction Conference. The ENGINEER's review and comment on the schedules will be limited to conformance to the Contract Documents. The CONTRACTOR shall make corrections to the schedules necessary to comply with requirements and shall adjust the schedules to incorporate any missing information requested by the ENGINEER.
- F. Upon approval of a change order or upon receipt of authorization to proceed with additional WORK, the change shall be depicted in the next submittal of the Project Overview Bar Chart Schedule.
- G. The CONTRACTOR shall furnish monthly Project Overview Bar Chart Schedules and written narrative reports in the form indicated below. This information, along with Construction Photographs as required by the Special Provisions, shall accompany the CONTRACTOR's Progress Payment Requests.
- H. The Project Overview Bar Chart Schedule shall be a summary of the current construction schedule for major project components (original and as updated and adjusted throughout the entire construction period). The major project components shall be represented as time bars which shall be subdivided into various types of WORK including dewatering, excavation, demolition, yard piping, placement of structural backfill, and final site grading.

- I. Each major component and subdivision shall be plotted accurately on a time scale consistent with the early start and finish activity information contained in the latest update of the schedule. In addition, a percent completion shall be listed for each major component and subdivision. The CONTRACTOR shall amend the Project Overview Bar Chart Schedule as necessary to include any additional detail required by the ENGINEER. The CONTRACTOR shall include any additional information requested by the ENGINEER at any time during construction.
- J. The CONTRACTOR shall prepare monthly written narrative reports of the status of the project for submission to the ENGINEER with the CONTRACTOR's [[monthly]] Progress Payment Request. Status reports shall include:
 - 1. The status of major project components (percent complete and amount of time ahead or behind schedule) and an explanation of how the project will be brought back on schedule if delays have occurred.
 - 2. The progress made on critical activities indicated on the construction schedule.
 - 3. Explanations for any lack of WORK on critical activities planned to be performed during the last month.
 - 4. Explanations for any schedule changes, including changes to the logic or to activity durations.
 - 5. A list of the critical activities scheduled for the next 2 months.
 - 6. The status of major material and equipment procurements.
 - 7. The value of materials and equipment properly stored at the Site but not yet incorporated into the WORK.
 - 8. Any delays encountered during the reporting period.
 - 9. An assessment of inclement weather delays and impacts to the progress of the WORK.
 - 10. The CONTRACTOR may include any other information pertinent to the status of the project.
 - 11. The CONTRACTOR shall include additional status information requested by the ENGINEER.
- K. The construction schedule shall include lost days on the construction schedule due to inclement weather. Inclement weather delays shall be determined in accordance with the Contract Documents.

SP12. CONSTRUCTION AND SCHEDULE CONSTRAINTS

- A. The WORK shall be scheduled, sequenced, and performed in a manner which minimizes disruption to the operation and maintenance of existing facilities.
- B. The CONTRACTOR shall incorporate the construction and schedule constraints of this Section in preparing the construction schedules required under Special Provisions.

- C. It is the CONTRACTOR'S responsibility to coordinate and plan the construction activities to integrate each schedule constraint into performance of the overall work.
- D. The listing of schedule constraints below does not mean that all constraints or special conditions have been identified. The list does not substitute for the CONTRACTOR's coordination and planning for completion of the WORK within the Contract Times.
- E. The constraints herein do not relieve the CONTRACTOR of his responsibilities to notify the OWNER and ENGINEER of proposed work outside of normal working hours.
- F. The following constraints affect the construction schedule.
 - 1. The CONTRACTOR shall maintain at least one lane of all roads open at all times. Lane closures may be permitted at the discretion of the OWNER. For any state highway, the CONTRACTOR shall be required to coordinate closures with the Louisiana Department of Transportation and Development (LDOTD).

SP13. PROTECTION OF EXISTING FACILITIES

- A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than prior to such damage or temporary relocation, all in accordance with the Contract Documents.
- B. The CONTRACTOR shall not do any WORK that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall the CONTRACTOR enter upon the rights-of-way involved until notified that the OWNER has secured authority therefor from the proper party.
- C. After authority has been obtained, the CONTRACTOR shall give said party due notice of its intention to begin work, if required by said party, and shall remove, shore, support, or otherwise protect such pipeline, transmission line, ditch, fence, or structure, or replace the same.
- D. The CONTRACTOR shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced. Survey markers or points disturbed by the CONTRACTOR shall be accurately restored after street or roadway resurfacing has been completed.
- E. All paved areas including asphaltic concrete berms cut or damaged during construction shall be replaced with similar materials of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. The pavement restoration requirement to match existing sections shall apply to all components of existing sections, including sub-base, base, and pavement. Temporary and permanent pavement shall conform to the requirements of the affected pavement

owner. Pavements which are subject to partial removal shall be neatly saw cut in straight lines.

- F. Wherever required by the public authorities having jurisdiction, the CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.
- G. In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.
- H. **Restoration of Sidewalks or Private Driveways:** Wherever sidewalks or private roads have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions. If no such period of time is so fixed, the CONTRACTOR shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.
- I. The CONTRACTOR shall protect underground Utilities and other improvements which may be impaired during construction operations, regardless of whether or not the Utilities are indicated on the Drawings. The CONTRACTOR shall take all possible precautions for the protection of unforeseen Utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- J. Except where the Drawings indicate Utilities have been field located during design or certain Utility locations shall be exposed as part of the WORK, the CONTRACTOR shall be responsible for exploratory excavations as it deems necessary to determine the exact locations and depths of Utilities which may interfere with its work. All such exploratory excavations shall be performed as soon as practicable after Notice to Proceed and, in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR's progress. When such exploratory excavations show the Utility location as shown on the Drawings to be in error, the CONTRACTOR shall so notify the ENGINEER.
- K. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the Utility.
- L. **Utilities to be Moved:** In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the CONTRACTOR, be notified by the OWNER to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the ENGINEER a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- M. **Utilities to be Removed:** Where the proper completion of the WORK requires the temporary or permanent removal and/or relocation of an existing Utility or other improvement which is indicated, the CONTRACTOR shall remove and, without unnecessary delay, temporarily replace or relocate such Utility or improvement in a manner satisfactory to the ENGINEER and the owner of the facility. In all cases of such

temporary removal or relocation, restoration to the former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the Utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.

- N. **OWNER's Right of Access:** The right is reserved to the OWNER and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the WORK of this Contract.
- O. **Underground Utilities Indicated:** Existing Utility lines that are indicated or the locations of which are made known to the CONTRACTOR prior to excavation and that are to be retained, and all Utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the CONTRACTOR, unless otherwise repaired by the owner of the damaged Utility. If the owner of the damaged facility performs its own repairs, the CONTRACTOR shall reimburse said owner for the costs of repair.
- P. **Underground Utilities Not Indicated:** In the event that the CONTRACTOR damages existing Utility lines that are not indicated or the locations of which are not made known to the CONTRACTOR prior to excavation, a verbal report of such damage shall be made immediately to the ENGINEER and a written report thereof shall be made promptly thereafter. The ENGINEER will immediately notify the owner of the damaged Utility. If the ENGINEER is not immediately available, the CONTRACTOR shall notify the Utility owner of the damage. If directed by the ENGINEER, repairs shall be made by the CONTRACTOR under the provisions for changes and extra work as specified in the General Conditions.
- Q. Costs of locating and repairing damage not due to failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such Utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the project which was actually working on that portion of the WORK which was interrupted or idled by removal or relocation of such Utility facilities, and which was necessarily idled during such work will be paid for as extra work in accordance with the General Conditions.
- R. **Approval of Repairs:** All repairs to a damaged Utility or improvement are subject to inspection and approval by an authorized representative of the Utility or improvement owner before being concealed by backfill or other work.
- S. **Maintaining in Service:** Unless indicated otherwise, oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the WORK shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the ENGINEER are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The CONTRACTOR shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.
- T. Lawn or landscaped areas damaged during construction shall be repaired to match the pre-construction condition to the satisfaction of the land owner and the OWNER.

- U. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way, the CONTRACTOR shall notify the respective authorities representing the owners or agencies responsible for such facilities not less than 3 days nor more than 7 days prior to excavation so that a representative of said owners or agencies can be present during such work if they so desire.

SP14. ROADWAY CLOSURE REQUESTS

- A. Modifications to existing facilities, the construction of new facilities, and the connection of new to existing facilities may require the temporary closure of existing roadways and driveways. In such cases, the CONTRACTOR shall coordinate the WORK with the ENGINEER as described below. The CONTRACTOR shall submit a detailed closure request and time schedule for all construction activities which will make it necessary to completely or partially close a roadway, driveway, or walkway to the public.
- B. The closure request shall be submitted to the ENGINEER a minimum of two (2) weeks in advance of the time that such closure is required. The closure plan shall be coordinated with the construction schedule and shall meet the restrictions and conditions of these Special Provisions. The closure request shall describe the CONTRACTOR's temporary traffic control plan, the length of time to complete the operation, and the manpower, plant, and equipment to ensure that WORK requiring the closure is completed within the scheduled time for the closure. All costs for preparing and implementing the closure plan shall be the responsibility of the CONTRACTOR as part of the WORK.
- C. The CONTRACTOR shall not enact a roadway, driveway, or sidewalk closure until written approval has been granted by the ENGINEER in each case. Should the CONTRACTOR enact a closure without approval of the ENGINEER, the ENGINEER will direct the CONTRACTOR to take whatever measures are necessary to re – open the affected roadway, driveway, or sidewalk closure at the CONTRACTOR's expense. Should the CONTRACTOR refuse, the OWNER may take required measures and such costs will be withheld from future progress payments to the CONTRACTOR.
- D. The ENGINEER will coordinate the CONTRACTOR's planned closure with the OWNER's personnel. The ENGINEER shall have the authority to modify any proposed closure plans should the closure unnecessarily adversely impact the public.
- E. The ENGINEER shall be notified in writing at least one week in advance of the required closure if the schedule for performing the work has changed or if revisions to the closure plan are required. The CONTRACTOR shall provide written confirmation of the closure date and time 2 working days prior to the actual closure.

SP15. PERMITS

- A. The CONTRACTOR shall abide by the conditions of all permits and shall obtain proof of satisfaction of conditions from issuers of permits prior to acceptance of the WORK by the OWNER.
- B. Conditions affecting the CONTRACTOR are found in the following permits. Copies will be provided to the CONTRACTOR upon request.
 - 1. **Stormwater Permit:** The CONTRACTOR shall obtain and pay for any stormwater permits required by State and Federal Agencies.

SP16. CONSTRUCTION NOISE

- A. The CONTRACTOR shall maintain and operate equipment in such manner as to minimize noise generation to the extent practicable. All engines used on the project shall be equipped with properly functioning mufflers.

SP17. SITE CONDITIONS SURVEYS

- A. The CONTRACTOR shall conduct thorough pre-construction and post-construction Site conditions surveys of the entire Project. Site conditions surveys shall consist of photographs and videotape recordings.
- B. Video surveys, photographs, and other data of the preconstruction conditions shall be submitted to the ENGINEER for record purposes prior to, but not more than three weeks before, commencement of any construction activities.
- C. A complete set of all photographs and survey data of the post-construction conditions shall be completed and submitted prior to final inspection by the OWNER and ENGINEER. Photographs shall be in digital format.
- D. CONTRACTOR, as a minimum, shall document pre- and post-construction conditions by preparing videotape surveys of the following:
 - 1. Roadways used to access the Site or haul materials and equipment to the Site.
 - 2. Work areas, including actual work sites, materials processing and stockpiling areas, access corridors, disposal areas, and staging areas.
 - 3. Any work completed by other CONTRACTORS at the Site that will be connected to or otherwise affected by the WORK.
 - 4. Driveways, sidewalks, and buildings which might be affected by the WORK.
- E. Supplement videotape surveys with photographs as required to thoroughly document the original condition and location of existing features and facilities.
- F. Videotape records shall be in DVD format.

SP18. APPLICATIONS FOR PAYMENT

- A. Applications for Payment shall contain both an application and continuation pages, along with all substantiating documentation detailed herein or as deemed necessary by the ENGINEER. The application and continuation sheets shall be typed in the format specified herein and created on 8-1/2" x 11" paper.
- B. The CONTRACTOR shall submit Applications for Payment typed on American Institute of Architects (AIA) Form G-702. Continuation sheets shall be submitted on American Institute of Architects (AIA) Form G-703.
- C. The CONTRACTOR shall populate the application form (AIA G-702) in accordance with the form instructions and as prescribed below:
 - 1) Include required information, including Change Orders executed prior to the date of the application;

- 2) Include summary of dollar amounts to agree with totals depicted within continuation sheets;
 - 3) Execute certification by a Corporate Principal.
 - 4) The signed application form shall be notarized by a Notary Public Registered in the State of Louisiana.
- D. The CONTRACTOR shall submit Applications for Payment typed on American Institute of Architects (AIA) Form G-702. Continuation sheets shall be submitted on American Institute of Architects (AIA) Form G-703.
- E. The CONTRACTOR shall populate the application form (AIA G-702) in accordance with the form instructions and as prescribed below:
- 1) If the project is to be conducted under a Lump Sum Contract, include list of all scheduled items of the WORK per the Schedule of Values with each as a single line item. Include list of all payment items included in Section 01025 – Measurement and Payment with each as a single line item.
 - 2) Fill in dollar amount in each column for each line item on the continuation page.
 - 3) List each Change Order executed prior to date of submission at the end of the continuation pages.
 - 4) Submit copies of paid invoices for stored materials, along with photos of stored materials in the amount and quality deemed acceptable by the ENGINEER.
- F. The CONTRACTOR shall submit applications for Payment to the ENGINEER at the times stipulated in the General Conditions.
- G. Prior to submittal of the completed Application for Payment, the CONTRACTOR shall submit to the ENGINEER an electronic copy of a “draft” Application for Payment, including all substantiating documentation for review. The draft application shall be created in Adobe Acrobat Portable Document Format (.PDF). The CONTRACTOR shall undertake all revisions as required by the ENGINEER prior to submitting the completed application for payment.
- H. When the ENGINEER finds the application for payment correct, he will instruct the CONTRACTOR to submit the completed application for approval and transmittal to the OWNER. The CONTRACTOR shall submit the number of applications for payment as determined at the pre – construction conference.
- I. The ENGINEER will not collate or assemble Applications for Payment. Assembly of the Application for Payment shall be the sole responsibility of the CONTRACTOR.
- J. The CONTRACTOR shall submit construction progress photographs documenting progress of the WORK with applications for payment.
- K. The CONTRACTOR shall submit construction progress narratives documenting the progress of the WORK with applications for payment.

SP19. CHANGE ORDER PROCEDURES

- A. The CONTRACTOR shall implement and abide by the procedures for Change Orders as specified

herein and the General Conditions.

B. The CONTRACTOR shall:

- 1) Provide full written data as required or requested for the evaluation of changes by the OWNER and ENGINEER;
- 2) Maintain detailed records of work done on a time – and – material or force account basis;
- 3) Provide full documentation to the ENGINEER upon request.

C. The CONTRACTOR shall designate in writing the member of the CONTRACTOR's organization who is authorized to accept changes in the WORK and who is responsible of informing others in the CONTRACTOR's employ of the authorization for changes in the WORK.

D. The OWNER will designate in writing the person who is authorized to execute change orders.

E. The OWNER or ENGINEER may initiate changes to the WORK by submitting a Proposal Request to the CONTRACTOR. Such a request is to be for information only and shall not be construed as an authorization to execute the WORK. This request will include, but not necessarily be limited to, the following items:

- 1) Detailed description of the proposed change, products, and location of the proposed change to the WORK;
- 2) Supplementary or revised drawings and/or specifications;
- 3) Projected time for making the change, and a specific statement as to whether or not overtime work is or is not authorized;
- 4) A specific period of time for which the requested price is to remain valid.

F. The CONTRACTOR may initiate a request for changes to the WORK by submitting a written notice to the ENGINEER containing at a minimum the following items:

- 1) A description of the proposed changes
- 2) Statement of the reason for making the changes
- 3) Statement of the effect on the Contract Price and Contract Time
- 4) Statement of the effect on the work of separate CONTRACTORS
- 5) Documentation supporting any change in the Contract Sum or Contract Time, as appropriate.

G. The CONTRACTOR shall support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow ENGINEER to evaluate the quotation.

H. On request of the ENGINEER or OWNER, the CONTRACTOR shall provide additional data to support time and cost computations, such as the following:

- 1) Labor Required
 - 2) Equipment Required
 - 3) Products required (recommended source of purchase and unit cost, quantities required)
 - 4) Taxes, insurance, and bonds
 - 5) Credit for WORK deleted from the Contract
 - 6) Overhead and Profit
 - 7) Justification for any changes in the Contract Time.
- I. The CONTRACTOR shall support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information, such as the following:
- 1) Name of the OWNER's authorized agent who ordered the work, and date of the order
 - 2) Dates and time work was performed, and by whom
 - 3) Time record, summary of hours worked, and hourly rates paid
 - 4) Receipts and invoices for equipment used listing dates and times of use
 - 5) Receipts and invoices for products used, including quantities
 - 6) Receipts and invoices for subcontracts.
- J. The ENGINEER will prepare each Change Order.
- K. The form for Change Orders shall be the OWNER's standard form, which will be provided to the CONTRACTOR. A copy of the OWNER's standard form is included within this specification for the CONTRACTOR's information.
- L. The Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- M. The Change Order will provide an accounting of adjustment in the Contract Sum and Contract Times.
- N. The content of Lump Sum/Fixed Price Change Orders will be based on, either:
- 1) ENGINEER's Proposal Request and CONTRACTOR's responsive proposal as mutually agreed upon between OWNER and CONTRACTOR
 - 2) CONTRACTOR's Proposal for change to the WORK, as recommended by the ENGINEER.
- O. OWNER and ENGINEER will sign and date the Change Order as authorization for the CONTRACTOR to proceed with the changes.
- P. CONTRACTOR may sign and date the Change Order to indicate agreement with the terms therein.

Q. The content of Unit Price Change Orders will be based on, either:

- 1) ENGINEER'S definition of scope of the required Changes in the WORK
- 2) CONTRACTOR's proposal for a Changes in the WORK, as recommended by the ENGINEER
- 3) Survey of completed work.

R. The amounts of the unit prices shall be either:

- 1) Those stated in the Agreement
- 2) Those mutually agreed upon between OWNER and CONTRACTOR.

S. When quantities of the items affected by the Change Order can be determined prior to the start of the work, the following procedure shall be employed:

- 1) OWNER and ENGINEER will sign and date the Change Order as authorization for the CONTRACTOR to proceed with the changes
- 2) CONTRACTOR may sign and date the Change Order to indicate agreement with the terms therein.

T. When quantities of the items affected by the Change Order cannot be determined prior to the start of the work, the following procedure shall be employed:

- 1) The ENGINEER or OWNER will issue a construction change authorization directing CONTRACTOR to proceed with the change on the basis of unit prices and will cite the applicable unit prices.
- 2) At the completion of the change, the ENGINEER will determine the cost of such work based upon the unit prices and quantities of work performed. The CONTRACTOR shall submit documentation sufficient in the opinion of the ENGINEER to establish the change in Contract Sum and Contract Time.
- 3) The ENGINEER will sign and date the Change Order to establish the change in Contract Sum and Contract Time.
- 4) OWNER and CONTRACTOR will sign and date the Change Order to indicate their agreement with the terms included therein.

U. The CONTRACTOR shall periodically revise Schedule of Values and application for payment forms to record each change as a separate item of WORK, and to reflect the adjusted Contract Price.

V. The CONTRACTOR shall periodically revise the Construction Schedule to reflect Change Orders as specified herein.

W. Upon completion of WORK under a Change Order, the CONTRACTOR shall enter pertinent changes into the Record Documents.

SP20. PRESERVATION OF PUBLIC AND PRIVATE PROPERTY

A. The CONTRACTOR shall be responsible for preservation of public and private property and shall protect from disturbance and damage all land monuments, property line markers or horizontal and

vertical control monuments such as those established by the United States Coast and Geodetic Survey, National Geodetic Survey, Louisiana Geodetic Survey, Louisiana DOTD, Corps of Engineers, or United States Geological Survey. Before removing and/or resetting any survey monuments, the CONTRACTOR shall give sufficient written advance notice to the ENGINEER with a copy to the Department's Location and Survey Section for coordination with the appropriate agency. The CONTRACTOR shall not disturb or move any such monument without written approval. The CONTRACTOR shall give immediate written notice to the ENGINEER, with a copy to the Department's Location and Survey Section, of damage to survey monuments. The ENGINEER will designate the location and manner in which monuments are to be reset in accordance with current Department procedures. The CONTRACTOR shall be responsible for damage to property during the WORK due to any negligent act, omission or misconduct in executing the WORK, or due to defective WORK or materials. This responsibility will not end until final acceptance. When damage is done to public or private property by the CONTRACTOR due to any negligent act, omission or misconduct in execution of the WORK, or in consequence of nonexecution thereof by the CONTRACTOR, such property shall be restored at the CONTRACTOR's expense, to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding or otherwise acceptably restoring as directed, or making good such damage in an acceptable manner.

SP21. EQUIPMENT ON PUBLIC ROADS

- A. The CONTRACTOR shall design and implement measures to minimize the damage to Parish streets as a result of the construction. In all cases, the CONTRACTOR shall protect all existing traffic markings, reflectors, and signage from damage.
- B. All metal - tracked equipment shall be operated on matted surfaces only. Under no circumstances shall any metal – tracked equipment be operated in direct contact with pavement on Parish streets. The design of mats shall be sufficient to reduce the effective live load of the equipment such that ground contact loading or pressures are equal to or less than HS 20-44 live loading as defined by AASHTO.
- C. All rubber tire equipment shall result in no greater than an HS 20-44 live loading on Parish streets. Should equipment which produces greater than a resultant HL – 93 live loading on Parish streets be employed by the CONTRACTOR in the prosecution of the WORK, matting shall be provided such that contact loading or pressures are equal to or less than HS 20-44 live loading as defined by AASHTO.
- D. Prior to the beginning of the WORK, the CONTRACTOR shall submit a complete roster of all equipment to be utilized, complete with operating weights, proposed measures for matting and surface protection, and calculations signed and sealed by a Professional Engineer registered in the State of Louisiana which substantiate compliance with the requirements contained within this special provision.
- E. Live Loads for Construction Equipment on State Highways shall be in compliance with State Law and requirements of the Louisiana Department of Transportation and Development (LDOTD).

SP22. EQUIPMENT ON PRIVATE ROADS

- A. Under no circumstances shall any construction equipment, vehicles, or materials be permitted on privately owned roads or privately - owned bridges.

SP23. DISPOSAL OF SPOIL MATERIAL

- A. The CONTRACTOR shall dispose of the remainder of the spoil that is not used in the channel for embankment in accordance with local, state, and federal laws and regulations. The CONTRACTOR

shall provide evidence of agreements with land owners where spoil is placed for disposal.

- END OF SECTION -

SECTION 01010 – GENERAL REQUIREMENTS
PART 1 -- GENERAL

1.1 ABBREVIATIONS OF INSTITUTIONS

A. Wherever in these Specifications references are made to the standards, specifications, or other published data of the various international, national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. As a guide to the user of the Specifications, the following acronyms or abbreviations which may appear shall have the meanings indicated herein.

B. Abbreviations:

AA	Aluminum Association
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ABMA	American Bearing Manufacturer's Association – ABMA ACGIH
	American Conference of Governmental Industrial Hygienists ACI
	American Concrete Institute
AF&PA	American Forest and Paper Association
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers AI
	The Asphalt Institute
AIA	American Institute of Architects
AIHA	American Industrial Hygiene Association
AIIM	Association for Information and Image Management
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Movement and Control Association International, Inc
ANS	American Nuclear Society
ANSI	American National Standards Institute, Inc.
APA	The Engineered Wood Association
API	American Petroleum Institute APWA
	American Public Works Association
ARI	Air-Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASNT	American Society of Nondestructive Testing
ASQ	American Society for Quality
ASSE	American Society of Sanitary Engineers ASTM
	American Society for Testing and Materials
AWCI	American Wire Cloth Institute
AWI	Architectural Woodwork Institute AWWA
	American Wood Preservers Association
AWPI	American Wood Preservers Institute

AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials and Code Administrators International
BHMA	Builders Hardware Manufacturer's Association
CABO	Council of American Building Officials
CDA	Copper Development Association
CEMA	Conveyors Equipment Manufacturer's Association
CGA	Compressed Gas Association
CLFMI	Chain Link Fence Manufacturer's Institute
CMAA	A division/section of the Material Handling Industry of America
CRSI	Concrete Reinforcing Steel Institute
DCDMA	Diamond Core Drilling Manufacturer's Association
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Research Association
EASA	Electrical Apparatus Service Association EI Energy Institute
EIA	Electronic Industries Alliance
EPA	Environmental Protection Agency
ETL	Electrical Test Laboratories
FCC	Federal Communications Commission
FCI	Fluid Controls Institute
FEMA	Federal Emergency Management Association
FHWA	Federal Highway Administration
FM	Factory Mutual System
FPL	Forest Products Laboratory
HI	Hydronics Institute, Hydraulic Institute
HSWA	Federal Hazardous and Solid Waste Amendments
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
IBC	International Building Code
ICC	International Code Council
ICEA	Insulated Cable Engineers Association
ICCEC	Electrical Code
ICC-ES	International Code Council Evaluation Service IEEE Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America
IFC	International Fire Code
IFGC	International Fuel Gas Code
IMC	International Mechanical Code
IME	Institute of Makers of Explosives
IPC	International Plumbing Code, Association Connecting Electronic Industries IRC International Residential Code
ISA	Instrument Society of America
ISDI	Insulated Steel Door Institute
ISEA	Industrial Safety Equipment Association
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
ITU-T	Telecommunications Standardization Sector of the International Telecommunications Union
LDOTD	Louisiana Department of Transportation and Development LPI Lightning Protection Institute

LRQA	Lloyd's Register Quality Assurance MBMA Metal Building Manufacturer's Association
MIL	Military Standards (DoD)
MPTA	Mechanical Power Transmission Association
MSS	Manufacturers Standardization Society
NAAMM	National Association of Architectural Metal Manufacturer's
NACE	National Association of Corrosion Engineers
DASMA	Door and Access Systems Manufacturers Association International NAPF National Association of Pipe Fabricators
NBBPVI	National Board of Boiler and Pressure Vessel Inspectors
NCCLS	National Committee for Clinical Laboratory Standards NCMA National Concrete Masonry Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NETA	International Electrical Testing Association
NFPA	National Fire Protection Association or National Fluid Power Association NISO National Information Standards Organization
NIST	National Institute of Standards and Technology
NLGI	National Lubricating Grease Institute
NRCA	National Roofing CONTRACTORs Association
NSF	National Sanitation Foundation
NWWDA	National Wood Window and Door Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PPI	Plastic Pipe Institute
RCRA	Resource Conservation and Recovery Act
RMA	Rubber Manufacturers Association
RVIA	Recreational Vehicle Industry Association RWMA Resistance Welder Manufacturer's Association SAE Society of Automotive Engineers
SDI	Steel Door Institute, Steel Deck Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning CONTRACTORs National Association
SPFA	Steel Plate Fabricator's Association
SPIB	Southern Pine Inspection Bureau
SSPC	Society for Protective Coating
SSPWC	Standard Specifications for Public Works Construction
STLE	Society of Tribologists and Lubricating Engineers
TAPPI	Technical Association of the Worldwide Pulp, Paper, and Converting Industry
TFI	The Fertilizer Institute
TIA	Telecommunications Industries Association TPI Truss Plate Institute
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.
WCLIB	West Coast Lumber Inspection Bureau
WDMA	National Window and Door Manufacturers Association
WEF	Water Environment Federation
WI	Woodwork Institute
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

1.2 REFERENCE STANDARDS

- A. **Titles of Sections and Paragraphs:** Titles and subtitles accompanying specification sections and paragraphs are for convenience and reference only, and do not form a part of the Specifications.
- B. **Applicable Publications:** Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Contract is advertised for bids shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth in the Specifications or shown on the Drawings will be waived because of any provision of, or omission from, said standards or requirements.
- C. References herein to "Building Code" shall mean The International Building Code (IBC) latest edition. Similarly, references to "Mechanical Code", "Plumbing Code" and, "Fire Code" shall mean International Mechanical Code, International Plumbing Code and International Fire Code of the International Conference of the Building Officials (ICBO). "Electric Code" or "National Electric Code (NEC)" shall mean the National Electric Code of the National Fire Protection Association (NFPA). The latest edition of the codes as approved by the Municipal Code and used by the local agency as of the date that the WORK is advertised for bids, as adopted by the agency having jurisdiction, shall apply to the WORK herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- D. In case of conflict between codes, reference standards, drawings, and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER for clarification and directions prior to ordering or providing any materials or furnishing labor. The CONTRACTOR shall bid for the most stringent requirements.
- E. References herein to "OSHA Regulations for Construction" shall mean **Title 29, Part 1926, Construction Safety and Health Regulations**, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- F. References herein to "OSHA Standards" shall mean **Title 29, Part 1910, Occupational Safety and Health Standards**, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- G. The CONTRACTOR shall be responsible that all work included in the Contract Documents, regardless if shown or not, shall comply with all EPA, OSHA, RCRA, NFPA, and any other Federal, State, and Local Regulations governing the storage and conveyance of hazardous materials, including petroleum products. Where no specific regulations exist, chemical, hazardous, and petroleum product piping and storage in underground locations shall be installed with double containment piping and tanks, or in separate concrete trenches and vaults, or with an approved lining which cannot be penetrated by the chemicals, unless waived in writing by the OWNER.

1.3 CONTRACTOR SUBMITTALS

- A. Wherever submittals are required in the Contract Documents, submit them to the ENGINEER.

B. **Shop Drawings:** Wherever called for in the Contract Documents or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, a number and type of each Shop Drawing submittal as established by the OWNER or ENGINEER. Shop Drawings may include detail design calculations, shop-prepared drawings, fabrication and installation drawings, erection drawings, lists, graphs, catalog sheets, data sheets, and similar items. Whenever the CONTRACTOR is required to submit design calculations as part of a submittal, such calculations shall bear the signature and seal of an engineer registered in the appropriate branch and in the state wherein the project is located, unless otherwise indicated. Shop drawing submittals shall be accompanied by the CONTRACTOR's standard submittal transmittal form. Submittals shall be signed by the CONTRACTOR as an indication that they have been reviewed for completeness and organization.

- 1) **Organization:** A single submittal transmittal form shall be used for each technical specification section or item or class of material or equipment for which a submittal is required. A single submittal covering multiple sections will not be acceptable, unless the primary specification references other sections for components. Example: if a pump section references other sections for the motor, shop-applied protective coating, anchor bolts, local control panel, and variable frequency drive, a single submittal would be acceptable. A single submittal covering vertical turbine pumps and horizontal split case pumps would not be acceptable.
- 2) Unless indicated otherwise, terminology and equipment names and numbers used in submittals shall match those used in the Contract Documents.
- 3) Each submittal shall be assigned a unique number. Submittals shall be numbered sequentially, and the submittal numbers shall be clearly noted on the transmittal. Submittals shall be numbered in accordance with the numbers indicated in Section 01030 – Submittals, Sampling, and Testing Plan. Original submittals shall be assigned a numeric submittal number followed by a letter of the alphabet to distinguish between the original submittal and each resubmittal. For example, if submittal 09-01-A requires a resubmittal, the first resubmittal will bear the designation "09- 01-B" and the second resubmittal will bear the designation "09-01-C" and so on.
- 4) Disorganized submittals that do not meet the requirements of the Contract Documents will be returned without review.
- 5) Except as may otherwise be indicated, the ENGINEER will return a copy of each submittal to the CONTRACTOR with comments noted thereon, within 30 Days following receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR will make a complete and acceptable submittal to the ENGINEER by the first resubmittal on an item. The OWNER reserves the right to withhold monies due to the CONTRACTOR to cover additional costs of the ENGINEER's review beyond the first resubmittal. The ENGINEER'S maximum review period for each submittal or resubmittal will be 30 Days. Thus, for a submittal that requires 2 resubmittals before it is complete, the maximum review period could be 90 Days.

- 6) If a submittal is returned to the CONTRACTOR marked "REVIEWED-NO EXCEPTIONS," formal revision and resubmission will not be required. If a submittal is returned marked "REVIEWED- EXCEPTIONS NOTED," CONTRACTOR shall make the corrections on the submittal, but formal revision and resubmission will not be required. If a submittal is returned marked "REVISE AND RESUBMIT," the CONTRACTOR shall revise it and shall resubmit the required number of copies to the ENGINEER for review. Resubmittal of portions of multi-page or multi-drawing submittals will not be allowed. For example, if a Shop Drawing submittal consisting of 10 drawings contains one drawing noted as "REVISE AND RESUBMIT," the submittal as a whole is deemed "REVISE AND RESUBMT," and 10 drawings are required to be resubmitted. If a submittal is returned marked "REJECTED-RESUBMIT," it shall mean either that the proposed material or product does not satisfy the specification, the submittal is so incomplete that it cannot be reviewed, or is a substitution request not submitted in accordance with the requirements of the Contract Documents. In the first 2 cases, the CONTRACTOR shall prepare a new submittal and shall submit the required number of copies to the ENGINEER for review. In the latter case, the CONTRACTOR shall submit the substitution request according to the Contract Documents. Fabrication of an item may commence only after the ENGINEER has reviewed the pertinent submittals and returned copies to the CONTRACTOR marked either "REVIEWED-EXECPTIONS NOTED" or "REVIEWED-NO EXCEPTIONS." Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as changes to the contract requirements. Re -submittal of rejected portions of a previous submittal will not be allowed. Every change from a submittal to a resubmittal or from a resubmittal to a subsequent resubmittal shall be identified and flagged on the resubmittal.
- 7) Submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated and signed by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. In the case of Shop Drawings, each sheet shall be so dated and signed. Any deviations from the Contract Documents shall be noted on the transmittal sheet. The ENGINEER will only review submittals that have been so verified by the CONTRACTOR. Non-verified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.
- 8) Corrections or or comments made on the CONTRACTOR's Shop Drawings during review do not relieve the CONTRACTOR from compliance with Contract Drawings and Specifications. Review is for conformance to the design concept and general compliance with the Contract Documents only. The CONTRACTOR is responsible for confirming and correlating quantities and dimensions, fabrication processes and techniques, coordinating WORK with the trades, and satisfactory and safe performance of the WORK.

C. **Certificates:** Where certificates are required, submit them to the ENGINEER as specified herein. For materials, regardless of an approved certificate, the ENGINEER may still test the material if in his opinion it is questionable upon delivery. The abbreviations and definitions of certificates are as follows:

- 1) **Certificate of Analysis:** Certificate from the manufacturer or supplier of actual test results of the material properties. (This also includes "mill test reports.") A Certificate of Analysis shall be furnished with each lot of material delivered to the work.
- 2) **Certificate of Compliance:** Certificate from the manufacturer or supplier stating that the material complies with the required specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work.

D. **Technical Manuals:** The CONTRACTOR shall submit technical operation and maintenance information for each item of mechanical, electrical, and instrumentation equipment in an organized manner in the Technical Manual. It shall be written so that it can be used and understood by the OWNER's operation and maintenance staff. The Technical Manual shall be subdivided first by specification section number; second, by equipment item; and last, by "Category." The following "Categories" shall be addressed (as applicable):

- 1) **Equipment Summary:** A table shall indicate the equipment name, equipment number, and process area in which the equipment is installed.
- 2) **Operational Procedures:** Manufacturer – recommended procedures on the following shall be included: Installation, adjustment, startup, locations of controls, special tools, equipment required, or related instrumentation needed for operation, operation procedures, load changes, calibration, shutdown, troubleshooting, disassembly, reassembly, realignment, testing to determine performance efficiency, tabulation of proper settings and listing of all electrical relay settings.
- 3) **Preventative Maintenance Procedures:** Preventive maintenance procedures shall include manufacturer-recommended procedures to be performed on a periodic basis, both by removing and replacing the equipment or component, and by maintaining the equipment in place. Recommended frequency of preventive maintenance procedures shall be included. Lubrication schedules, including lubricant SAE grade, type, and temperature ranges, shall be covered.
- 4) **Parts List:** complete parts list shall be furnished, including a generic description and manufacturer's identification number for each part. Addresses and telephone numbers of the nearest supplier and parts warehouse shall be included. Cross-sectional or exploded view drawings shall accompany the parts list. Part numbers shall appear on the drawings with arrows to the corresponding part.
- 5) **Wiring Diagrams:** This shall include complete internal and connection wiring diagrams for electrical equipment items.

- 6) **Shop Drawings:** This category includes approved shop or fabrication drawings with ENGINEER comments and corrections incorporated, complete with dimensions.
- 7) **Safety:** This category describes the safety precautions to be taken when operating and maintaining the equipment or working near it.
- 8) **Documentation:** Equipment warranties, affidavits, certifications, calibrations, laboratory test results, etc. required by the Technical Specifications shall be placed in this category

E. **Record Drawings:** The CONTRACTOR shall maintain one set of Drawings at the Site for the preparation of record drawings. On these, it shall mark every project condition, location, configuration, and any other change or deviation which may differ from the Contract Drawings at the time of award, including buried or concealed construction and utility features that are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of buried utilities that differ from the locations indicated, or that were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or as CONTRACTOR is directed, to fully indicate the WORK as actually constructed. These record drawings are the CONTRACTOR's representation of as-built conditions, shall include revisions made by addenda and change orders, and shall be maintained up-to- date during the progress of the WORK. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date. Disorganized or incomplete record drawings will not be accepted. The CONTRACTOR shall revise them and resubmit within 10 Days. Record drawings shall be accessible to the ENGINEER during the construction period. Final payment will not be acted upon until the record drawings have been completed and delivered to the ENGINEER.

1.4 SCHEDULE OF VALUES

A. The CONTRACTOR shall prepare and submit a detailed Schedule of Values to the ENGINEER prior to the CONTRACTOR's first application for payment. Because the ultimate requirement is to develop a detailed Schedule of Values sufficient to determine appropriate progress payment amounts, sufficient detailed breakdown shall be provided to meet this requirement. The ENGINEER shall be the sole judge of acceptable numbers, details and description of values established. If, in the opinion of the ENGINEER, a greater number of Schedule of Values items than proposed by the CONTRACTOR is necessary, the CONTRACTOR shall add the additional items so identified by the ENGINEER.

1.5 SANITARY, HEALTH, AND SAFETY PROVISIONS

- A. The CONTRACTOR shall not require any worker to work under conditions which are unsanitary, hazardous or dangerous to health or safety. The CONTRACTOR shall maintain the work in a sanitary, safe and nonhazardous condition.
- B. The CONTRACTOR shall provide and maintain in a neat, sanitary condition, restrooms and other such accommodations for use of employees and ENGINEER or OWNER personnel. Such facilities shall comply with requirements of the State and local governments.
- C. **Sanitary and Other Organic Wastes:** The CONTRACTOR shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary

facilities provided by the CONTRACTOR or organic material wastes from any other source related to the CONTRACTOR's operations shall be disposed of away from the Site in a manner satisfactory to the ENGINEER and in accordance with all laws and regulations pertaining thereto.

- D. **Toilet Facilities:** Fixed or portable chemical toilets shall be provided wherever needed for the use of CONTRACTOR's employees. Toilets at construction job sites shall conform to the requirements of Subpart D, Section 1926.51 of the OSHA Standards for Construction. Provide separate field office facilities in conformance with Section 01590.

1.6 NAVIGABLE WATERS AND WETLANDS

- A. All work in, over, or adjacent to navigable waters or wetlands shall be conducted in accordance with rules and regulations of the U. S. Army Corps of Engineers and U. S. Coast Guard.
- B. Navigable clearances on waterways shall not be infringed upon, and existing navigable depths shall not be impaired except as allowed by permits issued by the responsible agency.
- C. The CONTRACTOR shall display lights on equipment operating, berthed or moored in navigable streams, and provide temporary navigational lighting on temporary and permanent construction in the navigable limits as required by the U. S. Coast Guard.
- D. Should the CONTRACTOR sink, lose or throw overboard any material, machinery or equipment which may be dangerous to navigation, it shall be immediately removed or recovered. The CONTRACTOR shall give immediate notice of such obstruction to proper authorities and, if required, shall mark or buoy such obstruction until it is removed.
- E. The CONTRACTOR shall not deposit excavated material into the water-way or wetland without a permit from the appropriate agency.
- F. All operations in connection with the work shall be in accordance with permits, rules and regulations of the U. S. Army Corps of Engineers and the U. S. Coast Guard. Deviations therefrom shall be only by special permission or special permit which shall be the responsibility of the CONTRACTOR. Failure of the CONTRACTOR to become familiar with the terms, conditions and provisions of the permits, rules and regulations applicable to the work shall not relieve the CONTRACTOR of responsibility under the contract.

1.7 BARRICADES AND WARNING SIGNS

- A. The CONTRACTOR shall provide, erect and maintain necessary barricades, suitable lights, danger signals, signs and other traffic control devices, including flaggers, and shall take all necessary precautions for protection of the work and safety of the public. Highways closed to traffic shall be protected by effective barricades. Suitable warning signs shall be provided to direct traffic

1.8 USE OF EXPLOSIVES

- A. Explosives shall not be used without written approval. When explosives are used, the CONTRACTOR shall not endanger life or property. The use of explosives shall be in compliance with all laws and ordinances. The CONTRACTOR shall be responsible for all damage resulting from the use of explosives.

- B. Explosives shall be securely stored, in compliance with all laws and ordinances. Such storage places shall be clearly marked. When no local laws or ordinances apply, satisfactory storage shall be provided not closer than 1,000 feet from any road, building or place of human occupancy.
- C. The CONTRACTOR shall notify, in writing, each utility company and affected property owner having facilities in proximity to the site of work of the intention to use explosives. Such notices shall be given sufficiently in advance to enable them to protect their property from damage.

1.9 ARCHEOLOGICAL AND HISTORICAL FINDINGS

- A. If the CONTRACTOR encounters cultural artifacts or archaeological or historical sites, operations shall be discontinued. The engineer will contact the proper authorities in order that an appropriate assessment may be made to determine the disposition thereof and necessary actions relative to the site. When directed, the CONTRACTOR shall excavate the site to preserve the artifacts encountered. Such excavation will be paid for as extra work, including an appropriate adjustment in contract time. Borrow and muck disposal areas furnished by the CONTRACTOR will be subject to such assessment prior to use.

1.10 TEMPORARY UTILITIES

- A. The CONTRACTOR shall be responsible for the provision of all temporary utilities he deems necessary for the proper execution of the WORK in the most efficient manner practical. The cost of provision of these temporary utilities shall be borne by the CONTRACTOR and shall be included in the price of the WORK.
- B. The CONTRACTOR shall provide either new or used materials and equipment, which are in substantially undamaged condition and without significant deterioration and which are recognized in the construction industry, by compliance with appropriate standards, as being suitable for intended use in each case. Where a portion of temporary utility is provided by utility company, the CONTRACTOR shall provide the remaining portion with matching and compatible materials and equipment and shall comply with recommendations of utility company.
- C. **Power:** The CONTRACTOR shall provide power required for its operations under the Contract, and shall provide and maintain all temporary power lines required to perform the WORK in a safe and satisfactory manner.
- D. **Temporary Power Distribution:** The CONTRACTOR shall provide a weatherproof, grounded, temporary power distribution system sufficient for performance of entire WORK of project, including temporary electrical heating where indicated, operation of test equipment and test operation of building equipment and systems which cannot be delayed until permanent power connections are operable, temporary operation of other temporary facilities, including permanent equipment and systems which must be placed in operation prior to use of permanent power connections (pumps, HVAC equipment, elevators, and similar equipment), and power for temporary operation of existing facilities (if any) at the Site during change-over to new permanent power system. Provide circuits of adequate size and proper power characteristics for each use; run circuit wiring generally overhead, and rise vertically in locations where it will be least exposed to possible damage from construction operations and will result in minimal interference with performance of the WORK; provide rigid steel conduit or equivalent raceways for wiring which must be exposed on grade, floors, decks, or other exposures to damage or abuse.

Wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place. Electrical facilities shall conform to the requirements of Subpart K of the OSHA Safety and Health Standards for Construction.

- E. **Construction Lighting:** WORK conducted at night or under conditions of deficient daylight shall be suitably lighted to insure proper WORK and to afford adequate facilities for inspection and safe working conditions.
- F. **Temporary Lighting:** The CONTRACTOR shall provide a general, weatherproof, grounded temporary lighting system in every area of construction work, as soon as overhead floor/roof deck structure has been installed to provide sufficient illumination for safe work and traffic conditions. Run circuit wiring generally overhead, and rise vertically in locations where it will be least exposed to possible damage from construction operations on grade, floors, decks, or other areas of possible damage or abuse.
- G. **Construction Water:** The CONTRACTOR shall provide an adequate supply of water of a quality suitable for all domestic and construction purposes. The CONTRACTOR shall not make connection to or draw water from any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said fire hydrant or pipeline and from the agency owning the affected water system. For each such connection made, the CONTRACTOR shall first attach to the fire hydrant or pipeline a valve and a meter, if required by the said authority, of a size and type acceptable to said authority and agency. The CONTRACTOR shall pay all permit and water charges.

1.11 SITE ACCESS AND STORAGE

- A. The CONTRACTOR shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the WORK. It shall be the CONTRACTOR's responsibility to construct and maintain any haul roads required for its construction operations.
- B. Continuous, unobstructed, safe, and adequate pedestrian and vehicular access shall be provided to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, and hospitals. Safe and adequate public transportation stops and pedestrian crossings at intervals not exceeding 300 feet shall be provided. The CONTRACTOR shall cooperate with parties involved in the delivery of mail and removal of trash and garbage so as to maintain existing schedules for such services. Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time.
- C. Wherever necessary, to maintain vehicular crossings, the CONTRACTOR shall provide suitable temporary bridges or steel plates over unfilled excavations, except in such cases as the CONTRACTOR shall secure the written consent of the responsible individuals or authorities to omit such temporary bridges or steel plates, which written consent shall be delivered to the ENGINEER prior to excavation. All such bridges or steel plates shall be maintained in service until access is provided across the backfilled excavation. Temporary bridges or steel plates for street and highway crossing shall conform to the requirements of the authority having jurisdiction in each case, and the CONTRACTOR shall adopt designs furnished by said authority for such bridges or steel plates, or shall submit designs to said authority for approval, as may be required.

- D. Nothing herein shall be construed to entitle the CONTRACTOR to the exclusive use of any public street, alleyway, or parking area during the performance of the WORK hereunder, and it shall conduct its operations to not interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas. No street shall be closed to the public without first obtaining permission of the ENGINEER and proper governmental authority. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise indicated. Toe boards shall be provided to retain excavated material if required by the ENGINEER or the agency having jurisdiction over the street or highway. Fire hydrants on or adjacent to the WORK shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to assure the use of sidewalks and the proper functioning of all gutters, storm drain inlets, and other drainage facilities.
- E. The OWNER may designate and arrange for the CONTRACTOR's use, a portion of the property for its exclusive use during the term of the Contract as a storage and shop area for its construction operations on the WORK. At completion of WORK, the CONTRACTOR shall return this area to its original condition, including grading and landscaping.
- F. The CONTRACTOR shall make its own arrangements for any necessary off-Site storage or shop areas necessary for the proper execution of the WORK.
- G. The CONTRACTOR shall construct and use a separate storage area for hazardous materials used in constructing the WORK.

1.12 PROTECTION OF EXISTING UTILITIES

- A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than prior to such damage or temporary relocation, all in accordance with the Contract Documents.
- B. When the CONTRACTOR's work involves excavating or underground demolition activity, the CONTRACTOR is required to reach Louisiana One Call, prior to starting any work, by calling (225) 275-3700 or toll-free 1-800-272- 3020, or by fax (225) 272-1967 in order to comply with the Louisiana Underground Utilities and Facilities Damage Prevention Law.
- C. The CONTRACTOR's operations adjacent to properties of railway and utility companies or adjacent to other property, damage to which might result in considerable expense, loss or inconvenience, shall not commence until after all arrangements necessary for the protection thereof have been made.
- D. The CONTRACTOR shall cooperate with owners of utility lines in their removal and rearrangement, in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be minimized and that services rendered by those parties will not be unnecessarily interrupted.
- E. In the event of interruption of utility services due to accidental breakage or being exposed or unsupported, the CONTRACTOR shall promptly notify the proper authority and shall cooperate with such authority in restoration of service. If utility service is interrupted, continuous cooperation will be required until service is restored. No work

shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

1.13 QUALITY CONTROL

- A. The CONTRACTOR shall establish and maintain an effective quality control process. The quality control process shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction and operations which comply with the contract requirements. The process shall cover construction operations both onsite and offsite, and shall be keyed to the proposed construction sequence.

1.14 PROTECTION OF THE WORK

- A. The CONTRACTOR shall be responsible for the protection of the site, and all WORK, materials, equipment and existing facilities thereon, against theft, vandals, and other unauthorized persons.
- B. No claim shall be made against Owner by reason of any act of an employee or trespasser, and CONTRACTOR shall make good all damage to Owner's property resulting from his failure to provide security measures as specified.
- C. Security measures shall be at least equal to those usually provided to protect the existing facilities during normal operation, but shall also include such additional security fencing, barricades, lighting, watchman services and other measures as required to protect the site.
- D. The CONTRACTOR shall maintain the security of the limited access areas as required by the Owner.
- E. The WORK shall be under the charge and care of the CONTRACTOR until final acceptance. The CONTRACTOR shall take precautions against damages to the WORK by action of the elements or from other cause, and shall satisfactorily repair any damaged work at his expense. In case of suspension of work, the CONTRACTOR shall be responsible for all materials and shall properly store them if necessary, and shall erect temporary structures where necessary.
- F. If the CONTRACTOR fails to comply with the provisions of this section, the ENGINEER will notify the CONTRACTOR, in writing, of such noncompliance. If the CONTRACTOR fails to remedy unsatisfactory maintenance within 48 hours after receipt of such notices, the ENGINEER may immediately proceed to provide security for the project, and the cost of this security will be deducted from payments for the work.
- G. If unsatisfactory maintenance results in a condition that is hazardous to life, health or property, the ENGINEER will immediately effect necessary repairs and deduct the cost of such repairs from payments for the work.

1.15 PROJECT MEETINGS

A. Preconstruction Conference:

- 1. Prior to the commencement of WORK at the Site, a preconstruction conference will be held at a mutually agreed time and place. The conference shall be attended by

the CONTRACTOR'S Project Manager, its superintendent, and its subcontractors as the CONTRACTOR deems appropriate. Other attendees will be:

- a. ENGINEER and the Resident Project Representative.
 - b. Representatives of OWNER.
 - c. Governmental representatives as appropriate.
 - d. Representatives of the Louisiana Department of Transportation and Development
 - e. Representatives of the City of Gonzales
 - f. Representatives of the Kansas City Southern Railway
 - g. Others as requested by CONTRACTOR, OWNER, or ENGINEER.
2. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished to the CONTRACTOR prior to the meeting date. However, the CONTRACTOR should be prepared to discuss all of the items listed below.
 - a. Status of CONTRACTOR's insurance and bonds.
 - b. CONTRACTOR's tentative schedules.
 - c. Transmittal, review, and distribution of CONTRACTOR's submittals.
 - d. Processing applications for payment.
 - e. Maintaining record documents.
 - f. Critical work sequencing.
 - g. Field decisions and Change Orders.
 - h. Use of Site, office and storage areas, security, housekeeping, and OWNER's needs.
 - i. Major equipment deliveries and priorities.
 3. The ENGINEER will preside at the preconstruction conference and will arrange for keeping and distributing the minutes to all persons in attendance.
 4. The CONTRACTOR and its subcontractors should plan on the conference taking no less than one half of one full working day.

B. Progress Meetings:

1. The ENGINEER will schedule and hold regular on-Site progress meetings as requested by CONTRACTOR or OWNER or as required by progress of the WORK. The CONTRACTOR, ENGINEER, and all subcontractors active on the Site shall

attend each meeting. CONTRACTOR may at its discretion request attendance by representatives of its suppliers, manufacturers, and other subcontractors.

2. The ENGINEER will preside at the progress meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings is to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the CONTRACTOR shall present any issues that may impact its progress with a view to resolve these issues expeditiously.

1.16 PROJECT CLOSEOUT

- A. The CONTRACTOR shall promptly remove from the vicinity of the completed WORK, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the WORK by the OWNER will be withheld until the CONTRACTOR has satisfactorily performed the final cleanup of the Site.
- B. The CONTRACTOR shall establish dates for equipment testing, acceptance periods, and on-site instructional periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the OWNER, the ENGINEER, and their authorized representatives sufficient time to schedule attendance at such activities.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

- END OF SECTION -

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SECTION 01025 - MEASUREMENT AND PAYMENT

PART 1 -- GENERAL

1.1 THE REQUIREMENT

- A. Payment for the various items on the Bid Form, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefor shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

1.2 ACCURACY

- A. The ENGINEER will be the judge of the accuracy of measurements, or approximations made in lieu of accurate determinations and these decisions shall be binding upon both the CONTRACTOR and the OWNER.
- B. The ENGINEER will utilize the accepted Schedule of Values for the purpose of estimating the value of WORK completed for the evaluation of requests for payment.
- C. In computing volumes of excavation, the average end area method or other acceptable methods will be used.
- D. When United States standard units are used, the pound or the ton will be the standard units of weight. The term "ton," in the United States standard, will mean the short ton of 2,000 pounds avoirdupois. Materials measured or proportioned by weight shall be weighed on approved scales by qualified personnel at designated locations. If material is shipped by rail, the car weight may be accepted provided the weight of material only will be paid for; however, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid by measured weight shall be weighed empty at such times as directed; and each truck shall bear a plainly legible identification mark.

- E. Materials specified to be measured by volume in hauling vehicles shall be hauled in approved vehicles and will be measured therein at the point of delivery on the project. Vehicles may be of any acceptable size or type, provided the body is of such shape, conversion will be made to the nearest 0.1 cubic yard

PART 2 -- PRODUCTS (NOT USED)

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SECTION 02003 – AGGREGATES

PART 1 -- GENERAL

1.1 THE REQUIREMENT

- A. The CONTRACTOR shall provide aggregates as specified herein and elsewhere required by the Contract Documents.

1.2 CONTRACTOR SUBMITTALS, SAMPLING, AND TESTING

- A. The CONTRACTOR shall provide submittals, samples for testing, and testing of materials in accordance with Section 01010 – General Requirements and Section 01030 – Submittals, Sampling and Testing Plan.

1.3 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials (AASHTO) AASHTO T96
Standard Method of Test for Resistance to Degregation of
Small Size Aggregate by Abrasion and Impact in the Los
Angeles Machine

AASHTO T104 Standard Test Method for Sieve Analysis of Fine and
Coarse Aggregates
- B. ASTM International

ASTM D4791 Standard Test Method for Flat Particles, Elongated
Particles, or Flat and Elongated Particles in Coarse Aggregate
- C. Louisiana Department of Transportation and Development (DOTD) DOTD

AML Louisiana DOTD Approved Materials List

TR 111 Abrasion of Lightweight Coarse Aggregate

TR 428 Determining the Atterberg Limits of Soils

1.4 QUALITY CONTROL

- A. The CONTRACTOR shall locate, select, and place material conforming to specification requirements and requirements shown on the drawings. The CONTRACTOR shall control his processes, including performing tests and making adjustments as necessary to result in a uniform product meeting all the requirements of the drawings and specifications.

PART 2 -- PRODUCTS

2.1 GENERAL REQUIREMENTS FOR AGGREGATES

- A. Aggregates shall be environmentally acceptable for the intended use and shall be from a source acceptable to the ENGINEER. For an aggregate source to be approved, each

sample shall comply with the general requirements within this subsection and requirements for specific aggregate applications contained within this section and other specifications sections.

- B. **Soundness Loss:** The soundness loss of recycled Portland cement concrete and aggregates listed in the LDOTD AML (formerly QPL2) shall not exceed 15 percent when subjected to 5 cycles of the magnesium sulfate soundness test in accordance with AASHTO T 104.
- C. **Abrasion Loss:** Coarse aggregate listed in the LDOTD AML (formerly QPL 2), and recycled Portland cement concrete, except for lightweight aggregate, shall show an abrasion loss of not more than 40 percent when tested in accordance with AASHTO T96. Lightweight aggregate shall be expanded clay or expanded shale and shall show an abrasion loss of not more than 40 percent when tested in accordance with DOTD TR 111.
- D. **Recycled Portland Cement Concrete:** Recycled Portland cement concrete shall be approved in dedicated stockpiles and shall be free of asphaltic concrete overlay material, reinforcing steel, joint material, or other debris. After processing, recycled Portland cement concrete shall comply with the requirements specified herein. When a stockpile has been accepted, no other material shall be added without the approval of the ENGINEER.
- E. **Reclaimed Asphalt Concrete Pavement:** Reclaimed asphaltic pavement shall be cold planed or crushed. Reclaimed asphalt pavement shall be approved either at the time of removal from the roadway or in stockpiles. Stockpiled material shall be uniform and reasonably free of lightweight aggregate, debris, soil, or other foreign matter.
- F. **Friction Ratings:** Where specified herein or in other specifications sections, aggregates shall comply with the requirements for friction ratings as defined in the table below and as indicated on the LDOTD AML (formerly QPL 2).

<u>Friction Rating</u>	<u>Description</u>
I	Aggregates that have a Polish Value of greater than 37 or demonstrate the ability to retain acceptable friction numbers for the life of the pavement.
II	Aggregates that have a Polish Value of 35 to 37 or demonstrate the ability to retain acceptable friction numbers for the life of the pavement.
III	Aggregates that have a Polish Value of 30 to 34 or demonstrate the ability to retain acceptable friction numbers for the life of the pavement
IV	Aggregates with a Polish Value of 20 to 29.

2.2 AGGREGATES FOR PORTLAND CEMENT CONCRETE AND MORTAR

- A. All aggregates for use in Portland cement concrete shall comply with the General Requirements for Aggregates detailed above and the requirements below.

- B. **Fine Aggregate for Portland Cement Concrete:** Sand shall be a natural silica sand from a source listed in the LDOTD AML (formerly QPL 2). The percentages of deleterious materials shall not exceed the following values:

MAXIMUM DELETERIOUS MATERIALS – FINE AGGREGATES FOR PORTLAND CEMENT CONCRETE	
Property	Percent, Max
Coal and Lignite	0.25
Clay Lumps	0.05
Clay Lumps and Friable Particles	3.00

Fine aggregate for Portland cement concrete shall comply with the following gradations:

GRADATION REQUIREMENTS – FINE AGGREGATES FOR PORTLAND CEMENT CONCRETE	
Concrete Sand	
U.S. Sieve	Percent Passing
3/8 inch	100
No. 4	95-100
No. 16	45-90
No. 50	7-30
No. 100	0-7
No. 200	0-3
Mortar Sand	
U. S. Sieve	Percent Passing
No. 4	100
No. 8	95-100
No. 100	0-25
No. 200	0-10

- C. **Coarse Aggregate for Portland Cement Concrete:** The maximum amounts by weight of deleterious materials for coarse aggregate shall be as follows:

MAXIMUM DELETERIOUS MATERIALS – COARSE AGGREGATE FOR PORTLAND CEMENT CONCRETE	
<u>Property</u>	<u>Percent, Max</u>
Clay Lumps	0.05
Total Clay Lumps and Friable Particles	3.0
Iron Ore	2.0

Glassy Particles in Slag	10.0
Flat and Elongated Particles (5:1) (ASTM D4791)	10.0
Coal and Lignite	1.0
Wood (Wet)	0.05
Total Clay Lumps and Friable Particles, Iron Ore, Coal and Lignite, Wood	5.0

When used in Portland cement concrete for bridge decks, coarse aggregates for Portland cement concrete shall have a friction rating of I, II, or III.

1. **Uncrushed Coarse Aggregate for Portland Cement Concrete:** Uncrushed coarse aggregate for Portland cement concrete shall comply with the table below:

GRADATIONS FOR PORTLAND CEMENT CONCRETE COURSE AGGREGATES					
U.S Sieve	Grade A (Size 57)	Grade B (Size 467)	Grade D (Size 357)	Grade F ---	Grade P (Size 67)
2 1/2 inch	---	---	100	---	---
2 inch	---	100	90-100	---	---
1 1/2 inch	100	85-100	---	---	---
1 inch	90-100	---	35-70	---	100
3/4 inch	---	35-70	---	100	80-100
1/2 inch	25-60	---	10-30	90-100	---
3/8 inch	---	10-30	---	---	20-55
No. 4	0-10	0-5	0-5	15-60	0-10
No. 8	0-5	---	---	0-15	0-5
No. 16	---	---	---	0-5	---
No. 200	0-1	0-1	0-1	0-1	0-1

2. Crushed coarse aggregates for Portland cement concrete shall comply with the uncrushed coarse aggregate gradations except that when the material finer than the No. 200 sieve consists of the dust fraction from crushing, essentially free from clay, this percentage shall be 0 – 2 percent. When the total material passing the No. 200 sieve from the coarse and fine aggregates does not exceed 5 percent, the percent passing the No. 200 sieve from the crushed coarse aggregate may be increased to 3 percent.

2.3 AGGREGATES FOR SURFACE COURSES

- A. All aggregates for use in Portland cement concrete shall comply with the General Requirements for Aggregates detailed above and the requirements below.
- B. **Stone for Surface Courses:** This material shall consist of 100 percent stone and shall comply with the gradation specified below. The fraction of stone passing the No. 40 sieve shall have a maximum liquid limit of 25 and a maximum plasticity index of 4.

GRADATION FOR STONE FOR SURFACE COURSES	
U.S. Sieve	Percent Passing
1 – ½ inch	100
¾ Inch	50 – 100
No. 4	35 – 65
No. 40	10 – 32
No. 200	3 – 15

- C. **Sand – Clay – Gravel for Surface Courses:** This material shall be a mixture of sand, clay, and siliceous gravel, stone or recycled portland cement concrete. The mixture shall be reasonably free from foreign matter as determined by visual inspection. The mixture, prior to treatment shall comply with the gradation specified below. The fraction passing the No. 4 sieve shall have a maximum liquid limit of 40 and a plasticity index greater than 4 and less than 15. Stone and recycled Portland cement concrete in the mixture shall be in conformance with the general requirements for aggregates specified herein.

GRADATION FOR SAND – CLAY - GRAVEL FOR SURFACE COURSES	
U.S. Sieve	Percent Passing
1 – ½ Inch	95 - 100
No. 4	40 - 65
No. 40	---
No. 200	10 - 25

- D. **Recycled Portland Cement Concrete for Surface Courses:** Recycled portland cement concrete for surface courses shall be crushed portland cement concrete and will be permitted in combination with other approved stone for surface courses. After being crushed the recycled portland cement concrete or a combination of stone and recycled portland cement concrete shall comply with the following gradation.

GRADATION FOR RECYCLED PORTLAND CEMENT CONCRETE FOR SURFACE COURSES	
U.S. Sieve	Percent Passing
1 – ½ inch	100
¾ Inch	50 – 100
No. 4	35 – 65
No. 40	10 – 32
No. 200	3 – 15

- E. **Reclaimed Asphaltic Pavement for Surface Courses:** Reclaimed asphaltic pavement shall comply with the general requirements specified above and the gradation specified below.

GRADATION FOR RECLAIMED ASPHALTIC PAVEMENT FOR SURFACE COURSES	
U.S. Sieve	Percent Passing
2 – ½ Inch	100
No. 4	35 - 75

- F. **Crushed Slag for Surface Courses:** Crushed slag shall be 100 percent crushed slag and shall comply with the general requirements specified above and the gradation requirements specified below. The fraction of slag passing the No. 40 sieve shall be non – plastic.

GRADATION FOR CRUSHED SLAG FOR SURFACE COURSES	
U.S. Sieve	Percent Passing
1 – ½ inch	100
¾ Inch	50 – 100
No. 4	35 – 65
No. 40	10 – 32
No. 200	3 – 15

2.4 AGGREGATES FOR BEDDING MATERIAL

- A. All aggregates for use in bedding material shall comply with the General Requirements for Aggregates detailed above and the requirements below.
- B. Bedding materials shall consist of stone, recycled portland cement concrete, or a mixture of either recycled portland cement concrete, gravel, crushed slag, or stone as specified herein.
- C. **Stone for Bedding Material:** Stone for bedding material shall be 100% stone and shall comply with the general requirements specified above and the gradation requirements specified below. The fraction of stone passing the No. 4 sieve shall have a maximum liquid limit of 25 and a maximum plasticity index of 4.

GRADATION FOR STONE FOR BEDDING MATERIAL	
U.S. Sieve	Percent Passing
1 – ½ inch	100
¾ Inch	50 – 100
No. 4	35 – 65
No. 40	10 – 32
No. 200	3 – 15

- D. **Recycled Portland Cement Concrete Pavement for Bedding Material:** Recycled portland cement concrete shall be crushed portland cement concrete and will be permitted in combination with other approved stone for surface courses. After being

crushed the recycled portland cement concrete or a combination of stone and recycled portland cement concrete shall comply with the following gradation.

GRADATION FOR RECYCLED PORTLAND CEMENT CONCRETE PAVEMENT FOR BEDDING MATERIAL	
U.S. Sieve	Percent Passing
1 – ½ inch	100
¾ Inch	50 – 100
No. 4	35 – 65
No. 40	10 – 32
No. 200	3 – 15

- E. **Sand – Aggregate for Bedding Material:** The sand-aggregate material shall be a natural or artificial mixture of sand and gravel, crushed slag, recycled portland cement concrete, or other approved aggregate listed in this subsection. Material passing the No. 40 (425 µm) sieve shall be nonplastic. The mixture shall be free of foreign matter as determined by visual inspection and shall comply with the following gradation prior to placement.

GRADATION FOR SAND - AGGREGATE FOR BEDDING MATERIAL	
U.S. Sieve	Percent Passing
1 – ½ inch	95 – 100
No. 4	30 – 50
No. 10	20 – 45
No. 200	0 – 10

2.5 AGGREGATES FOR BACKFILL MATERIAL

- A. **Stone (Type “A” Backfill) for Backfill Material:** This material shall consist of 100 percent stone and shall comply with the gradation specified below. To facilitate meeting these gradation requirements, a calcium carbonate additive approved by the Materials and Testing Section may be added to the stone. The additive shall be thoroughly blended with the stone by approved methods prior to placement on the project. When tested according to DOTD TR 428, the fraction passing the No. 40 (425 µm) sieve, including any additive, shall have a liquid limit no greater than 25, and a plasticity index of no greater than 4.

GRADATION FOR STONE (TYPE “A” BACKFILL) FOR BACKFILL MATERIAL	
U.S. Sieve	Percent Passing
1 – ½ Inch	100
1 Inch	90 – 100
¾ Inch	70 – 100
No. 4	35 - 65
No. 40	12 – 32
No. 200	5 - 12

- B. **Recycled Portland Cement Concrete (Type “A” Backfill) for Backfill Material:** Recycled portland cement concrete shall be crushed portland cement concrete. After being crushed, recycled portland cement concrete may contain a minimal amount of other base course materials resulting from normal construction methods and shall conform to the gradation specified below. The fraction of recycled Portland cement concrete passing the No. 40 sieve shall be non – plastic.

GRADATION FOR RECYCLED PORTLAND CEMENT CONCRETE (TYPE “A” BACKFILL) FOR BACKFILL MATERIAL	
U.S. Sieve	Percent Passing
1 – ½ Inch	100
1 Inch	90 – 100
¾ Inch	70 – 100
No. 4	35 – 65
No. 40	12 – 32
No. 200	0 - 8

PART 3 -- EXECUTION

3.1 GENERAL

- A. Execution requirements for aggregates are contained within the specific specifications sections for the WORK into which the aggregates are being incorporated.

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SECTION 02200 - EARTHWORK

PART 1 -- GENERAL

1.1 THE REQUIREMENT

- A. The CONTRACTOR shall perform earthwork indicated and required for construction of the WORK, complete and in place, in accordance with the Contract Documents.

1.2 REFERENCE STANDARDS

- A. ASTM International (ASTM)

ASTM D3787	Standard Test Method for Bursting Strength of Textiles
ASTM D4491	Standard Test Methods for Water Permeability of Geotextiles by Permeability
ASTM D4533	Standard Test Method for Trapezoid Tearing Strength of Geotextiles
ASTM D4632	Standard Test Method for Grab Breaking Load and Elongation of Geotextiles
ASTM D4751	Standard Test Methods for Determining Apparent Opening Size of a Geotextile
ASTM D4833	Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

- B. Code of Federal Regulations (CFR)

29 CFR 1926	Safety and Health Regulations for Construction
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- C. Louisiana Department of Transportation and Development (LDOTD) AML

Approved Materials List (formerly QPL)

TR 401	Determination of In Place Density
TR 403	Determination of Moisture Content
TR 415	Field Moisture – Density Relationships
TR 418	Moisture Density Relationships
TR 429	Resistivity Values of Soil and Water
TR 430	Determination of pH of Water or Soil

1.3 CONTRACTOR SUBMITTALS, SAMPLING, AND TESTING

- A. The CONTRACTOR shall provide submittals, samples for testing, and testing of materials in accordance with Section 01010 – General Requirements and Section 01030 – Submittals, Sampling and Testing Plan.

1.4 QUALITY ASSURANCE

- A. The CONTRACTOR shall locate, select, and place material conforming to specification requirements and requirements shown on the drawings. The CONTRACTOR shall control his processes, including performing tests and making adjustments as necessary to result in a uniform product meeting all the requirements of the drawings and specifications.
- B. All sheeting, shoring, and bracing of excavations shall conform to requirements necessary to comply with local codes and authorities having jurisdiction. Impact pile driving and sheet pile installations will cause vibrations that may affect existing residences or underground utilities in the vicinity of the proposed force main. Peak particle velocities due to pile driving should be monitored at critical locations with a seismograph during the installation of test piles, job piles and sheet piles. The record of peak particle velocities will provide information in assessing the need for changes in driving operations and the types of changes best suited for the project requirements. Monitoring will be performed by an independent testing lab retained by the OWNER.

PART 2 -- PRODUCTS

2.1 SOIL USAGE

- A. Soils which do not meet Liquid Limit or Plasticity Index requirements shall not be blended to reduce Liquid Limit or Plasticity Index. Soils may be treated with Lime to reduce plasticity index only with the approval of the ENGINEER.

2.2 USABLE SOILS

- A. Useable soils shall have a maximum PI of 25 and a maximum organic content of 5 percent. Soils with a silt content of 50 percent or greater and also a PI of 10 or less will not be allowed.

2.3 SELECT SOILS

- A. Selected soils are defined as natural soils with a maximum plasticity index of 20, maximum liquid limit of 35, and a maximum organic content of 5 percent. Soils with a silt content of 50 percent or greater and a PI of 10 or less will not be allowed.

2.4 PLASTIC SOIL BLANKET

- A. Plastic soil blanket shall consist of soils having a minimum PI of 11, maximum PI of 35, a maximum silt content of 65 percent, and a pH not less than 5.5 or greater than 8.5, and a minimum organic content of 3 percent. The CONTRACTOR will be allowed to blend organic materials to achieve the minimum 3 percent organic content. The plastic soil blanket shall support a satisfactory stand of grass upon visual inspection. The minimum thickness of the soil blanket will be 12 inches (300 mm). Areas requiring a plastic soil

blanket shall be approved prior to placement of the plastic soil blanket. After materials are placed and spread, lumps, stones, roots and other foreign matter shall be removed from the area. Soil blanket material shall be spread and rolled in a manner that leaves a uniform surface. Any remaining ridges or grooves, including cleat tracks from the dozer, will be parallel to the roadway during the period of time between placement and seeding.

2.5 TYPE “A” BACKFILL FOR DRAINAGE AND UTILITY PIPE

- A. Type “A” Backfill for drainage and/or utility pipe shall be aggregate material as specified in Section 02003 – Aggregates.

2.6 TYPE “B” BACKFILL FOR DRAINAGE AND UTILITY PIPE

- A. Type “B” Backfill for drainage and or utility pipe shall be granular material as specified in Section 02003 or Select Soil as specified herein. Type “A” backfill material may be substituted for Type “B” material.

2.7 BEDDING MATERIAL

- A. Bedding material shall be a aggregate material as specified in Section 02003 – Aggregates.

2.8 TOPSOIL

- A. When available, topsoil shall be existing surface soil stripped and stockpiled. When additional topsoil is required beyond the available topsoil from the stripping operation, topsoil shall be delivered and amended as recommended by soil tests. Soil tests shall be provided prior to delivery of topsoil to the site. The tests shall determine the quantities and type of soil amendments required to meet local growing conditions for the seed species provided. Delivered topsoil, existing soil in smooth graded areas, and stockpiled topsoil shall be tested for particle size, pH, organic content, textural class, chemical composition and soluble salts. Topsoil shall be free from slag, cinders, stones, lumps of soil, sticks, roots, trash or other material over 1 ½ inches diameter. Topsoil shall be free from viable plants and plant parts Topsoil shall also be free from debris, noxious weeds, toxic substances, or other materials harmful to plant growth. Topsoil shall have a minimum PI of 4, a maximum PI of 12, a pH of 5.5-8.0, a minimum organic content of 2 percent, and shall be capable of supporting adequate vegetation.
- B. Soil amendments to be blended with the topsoil shall be delivered to the site either in the original, unopened containers bearing the manufacturer’s chemical analysis, or in bulk. A chemical analysis shall be provided for bulk deliveries.
- C. Existing topsoil meeting the above requirements within construction limits may be used. If agricultural lime or organic matter is added to a soil to bring topsoil into conformance with these specifications, it shall be at the expense of the CONTRACTOR.

2.9 GEOTEXTILE FABRIC

- A. Geotextile fabric shall be composed of at least 85 percent by weight (mass) of polyolefins, polyesters, or polyamides. Fabric shall be resistant to chemical attack, rot, and miler and shall have no tears or defects which adversely alter its physical properties. When required, fabric shall contain stabilizers and/or inhibitors added to the base materials to make filaments resistant to deterioration due to ultraviolet and heat exposure. Edges of geotextile shall be finished to prevent the outer yarn from pulling

away from the fabric. Fibers of other composition may be woven into the geotextile fabric for reinforcing purposes.

- B. Geotextile fabric rolls shall be furnished with an opaque, waterproof wrapping for protection against moisture and extended ultraviolet exposure prior to placement. Each roll shall be labeled with the manufacturer's name, date of manufacture, lot number, and name of product.
- C. All geotextile fabric shall be a product listed on the Louisiana Department of Transportation and Development Approved Materials List at the time of incorporation into the WORK.
- D. Geotextile classes and materials requirements shall be as defined in the table below:

Property	Test Method	Class and Requirements						
		A	B	C	D	S	F	G
AOS, Metric Sieve, μm , Max	ASTM D4751	300	300	212	600	850	850	850
Grab Tensile, N, Min.	ASTM D4632	330	400	580	800	800	400	400
% Elongation at Failure, Min.	ASTM D4632	--	--	50	50	--	--	--
% Elongation at 200N, Max.	ASTM D4632	--	--	--	--	--	--	50
Burst Strength, N, Min	ASTM D3787	440	620	930	1290	1390	--	--
Puncture, N, Min.	ASTM D4833	110	130	180	330	330	--	--
Trapezoid Tear Strength, N, Min.	ASTM D4533	110	130	180	220	220	--	--
Permittivity, Sec^{-1} , Min.	ASTM D4491	1.0	1.0	1.0	1.0	0.2	0.01	0.01
Grab Tensile Strength, Retained after Weathering 150H, UVA lamps, %, Min.	ASTM D4491, ASTM G154	70	70	70	70	70	--	--
Grab Tensile Strength, Retained after Weathering 500H, UVA lamps, %, Min	ASTM D4491, ASTM G154	--	--	--	--	--	70	70

2.10 MATERIALS FOR SHEETING, SHORING, AND BRACING

- A. Wood for shoring and sheeting shall be green, rough cut hardwood (i.e. oak or hickory). Planking for sheeting and foundation lumber shall have a minimum thickness of 2 inches. CONTRACTOR shall be responsible for the design and installation of all wood sheeting unless wood shoring is indicated on the plans.
- B. Steel sheet piling shall be a continuous interlock design. The sheet piling must be in good condition and shall provide a tight interlocking connection, which will retard the infiltration of ground water. Cofferdams shall be provided when constructing wet wells at pump station sites. The CONTRACTOR shall be responsible for the design and installation of all cofferdams.
- C. Trench boxes and shields shall be in good, sound condition and shall comply with all applicable OSHA requirements. Installation, use, and removal of trench shields or boxes shall be in accordance with the manufacturer's recommendations. CONTRACTOR shall be responsible for the design and installation of all trench boxes or shields and the use thereof shall be depicted within the CONTRACTOR's sheeting, shoring and bracing plan.

PART 3 -- EXECUTION

3.1 GENERAL

- A. Except when specifically provided to the contrary, excavation shall include the removal of materials, including obstructions that would interfere with the proper execution and completion of the WORK. The removal of such materials shall conform to the lines and grades indicated or ordered. Unless otherwise indicated, the entire Site shall be stripped of vegetation and debris and shall be grubbed, and such material shall be removed from the Site prior to performing any excavation or placing any fill.

3.2 SHEETING, SHORING, AND BRACING

- A. The CONTRACTOR shall furnish, place, and maintain supports and shoring that may be required for the sides of all excavations regardless of type. The CONTRACTOR shall be solely responsible for the stability and safety of all excavations, regardless of type.
- B. Excavations shall be sloped or otherwise supported in a safe manner in accordance with applicable State safety requirements and the requirements of OSHA Safety and Health Standards for Construction (29CFR1926).
- C. The use of horizontal strutting below the barrel of a pipe or structure or the use of a pipe as support for trench bracing will not be permitted.

3.3 EXCLUSION OF WATER

- A. The CONTRACTOR shall remove and exclude water, including storm water, groundwater, irrigation water, and wastewater, from excavations. Dewatering wells, well-points, sump pumps, or other means shall be used to remove water and continuously maintain groundwater at a level at least 2 feet below the bottom of excavations before the excavation WORK begins at each location. Water shall be removed and excluded until backfilling is complete and field soils testing has been completed.

3.4 OVER – EXCAVATION

- A. **Indicated:** Where areas are indicated to be over-excavated, excavation shall be to the depth indicated, and backfill shall be installed to the grade indicated.
- B. **Not Indicated:** When ordered to over-excavate areas deeper and/or wider than required by the Contract Documents, the CONTRACTOR shall over-excavate to the dimensions ordered and backfill to the indicated grade.
- C. **Neither Indicated nor Ordered:** Any over-excavation carried below the grade ordered or indicated shall be backfilled and compacted to the required grade with granular material or non – plastic embankment as part of the WORK.

3.5 DISPOSAL OF EXCESS MATERIAL

- A. Unless otherwise indicated, excess excavated material shall be the property of the CONTRACTOR. The CONTRACTOR shall be responsible for the removal and disposal of excess excavated material. Material shall be disposed of at an off-Site location arranged by the CONTRACTOR in accordance with laws and regulations regarding disposal of such material.

3.6 EMBANKMENT AND HEADERS

- A. Where indicated on the drawings, or where directed by the ENGINEER, the CONTRACTOR shall place and compact embankment and headers as specified within this Section 02200 – EarthWORK
- B. Prior to beginning excavation, grading or embankment operations in an area, all necessary clearing and grubbing in that area shall have been completed. Prior to any embankment operations in an area, all corresponding roadside ditches shall be cut to facilitate drainage in that area. Embankment materials shall not be placed or spread on portland cement concrete or asphaltic concrete pavements. Pavement surfaces, edges, and joints shall not be damaged during embankment operations.
- C. Final excavation and embankment slope lines shall be uniform in appearance. Measurements shall be made as necessary to assure that the elevations at the top, bottom, and intermediate breaks in the slope are such that a minimum acceptable slope is achieved. The slopes shall be straight without valleys or humps, as determined by visual inspection.
- D. Embankments shall be constructed of select soils and shall be placed in uniform layers not exceeding 12 inches of uncompacted thickness. Each layer shall be placed for the full width of embankment, blended as necessary to obtain a uniform material, brought to a uniform moisture content, and compacted by approved methods to a minimum of 95.0 percent of maximum dry density before the next layer is placed. Maximum dry density will be determined in accordance with DOTD TR 415 or TR 418 and percent in-place density in accordance with DOTD TR 401. If base course or roadway is to be constructed on the embankment, the density of the embankment shall be such that the required base course compaction can be met. The moisture content at the time of compaction, tested in accordance with DOTD TR 403, shall be within a range of ± 2.0 percent of optimum moisture established in accordance with DOTD TR 415 or TR 418 or the lifts shall be reprocessed and recompacted until these requirements are met. Operations shall be conducted to prevent lamination between lifts. Laminations between lifts shall be corrected prior to placing additional lifts. Surfaces of excavated areas and

embankments shall be smooth and uniform. Material outside construction limits shall not be disturbed.

- E. The CONTRACTOR shall be responsible for the stability of embankments until final acceptance. Construction activities, which may lead to subsequent embankment damage will not be permitted.
- F. When embankments are constructed on a surface sloping more than 6:1 from the horizontal, the slope of the ground on which the embankment is to be placed shall be cut into steps, as directed, before fill is placed.
- G. When an embankment is to be constructed to a height of less than 5 feet, heavy sod and objectionable vegetation shall be removed from the area on which the embankment is to be placed. The area shall be scarified to a depth of approximately 9 inches. This area shall be recompacted to at least 95.0 percent of maximum dry density. Maximum dry density will be determined in accordance with DOTD TR 415 or TR 418 and percent in- place density in accordance with DOTD TR 401. When height of fill is 5 feet or more, removal of sod will not be required but the area on which embankment is to be placed shall be disked to the satisfaction of the ENGINEER and recompacted before construction of embankment.
- H. When embankment material is to be deposited only on one side of structures or culvert head walls, the area immediately adjacent to the structure shall not be compacted to the extent that it will cause excessive pressure against the structure. Fill adjacent to the end bent of a bridge shall not be placed higher than the top of the substructure until the superstructure is in place. When the embankment is to be deposited both sides of a concrete wall or similar structure, operations shall be conducted so that the embankment is always at approximately the same elevation on both sides of the structure. Backfilling of structures shall be as specified herein.
- I. When embankments are constructed in lakes, streams, swamps or other unstable areas and unstable material cannot be removed or the area drained, the requirement for placing material in layers as outlined above may be waived. When this requirement is waived, the embankment shall be placed by end dump or other approved methods to an elevation where normal construction methods can begin. Embankments placed above this elevation shall be constructed in layers as specified above. When a wave of unsuitable material is forced up in front of the end dumping operation, it shall become the property of the CONTRACTOR and be removed as necessary, and will not be allowed to be trapped and be incorporated in the embankment except as part of plastic soil for slopes.
- J. **Cut Area Preparation:** If base course or roadway is to be constructed on the cut area, the density of the embankment shall be such that the required base course compaction can be met. When unstable soils are encountered, the ENGINEER will determine the limits to be undercut. The CONTRACTOR shall excavate to a stable foundation or to the depth required by the ENGINEER and backfill to existing grade. When stable foundation cannot be reached, the embankment materials shall be "bridged-in" and the remaining embankment constructed to grade as specified.
- K. **Plastic Soil Blanket:** The outside layer of each roadway embankment and header will consist of a plastic soil blanket as specified. Plastic soil blanket shall be placed in a timely manner to prevent erosion.

3.7 DRAINAGE AND UTILITY PIPELINE EXCAVATION

- A. **General:** Unless otherwise indicated or ordered, excavation for pipelines and utilities shall be open-cut trenches with minimum widths as indicated.
- B. **Trench Bottom:** Except where pipe bedding is required, the bottom of the trench shall be excavated uniformly to the grade of the bottom of the pipe. Excavations for pipe bells and welding shall be made as required. Where pipe bedding is required, the bottom of the trench shall be excavated uniformly to the grade of the bottom of the pipe bedding.
- C. **Open Trench:** The maximum amount of open trench permitted in any one location shall be 500-feet or the length necessary to accommodate the amount of pipe installed in a single Day, whichever is greater. Trenches shall be fully backfilled at the end of each day or, in lieu thereof, shall be covered by heavy steel plates adequately braced and capable of supporting vehicular traffic in those locations where it is impractical to backfill at the end of each Day. These requirements for backfilling or use of steel plate will be waived in cases where the trench is located further than 100-feet from any traveled roadway or occupied structure. In such cases, however, barricades and warning lights meeting appropriate safety requirements shall be provided and maintained.
- D. Where pipelines are to be installed in embankments, fills, or structure backfills, the fill shall be constructed to a level at least one-foot above the top of the pipe before the trench is excavated. Upon completion of the embankment or structural backfill, a trench conforming to the appropriate detail may be excavated and the pipe may be installed.
- E. Where moveable trench shield is used during excavation operations, the trench width shall be wider than the shield so that the shield is free to be lifted and then moved horizontally without binding against the trench sidewalls and causing sloughing or caving of the trench walls. If the trench walls cave or slough, the trench shall be excavated as an open excavation with sloped sidewalls or with trench shoring.
- F. If a moveable trench shield is used during excavation, pipe installation, and backfill operations, the shield shall be moved by lifting the shield free of the trench bottom or backfill and then moving the shield horizontally. The CONTRACTOR shall not drag trench shields along the trench causing damage or displacement to the trench sidewalls, the pipe, or the bedding and backfill.

3.8 DRAINAGE AND UTILITY PIPELINE BACKFILL AND COMPACTION

- A. Prior to backfilling, pipes found to be damaged or out of alignment or grade shall be removed and reinstalled or replaced as directed by the ENGINEER.
- B. **Paved Areas:** Cross and side drains in paved areas subject to traffic loads such as roadway travel lanes, shoulders, and turnouts shall be backfilled with Type A material. Type B backfill material shall be used in all other paved areas including driveways, detour roads and similar installations. Selected soils will not be allowed as backfill material. Placement and compaction shall be as specified below
- C. **Non – Paved Areas:** Backfill material, except for plastic pipe, shall be Type B backfill material placed by approved methods and compacted to the density of surrounding soil. Plastic pipe shall be backfilled with granular material or Type A backfill Material.
- D. **Placement and Compaction:**

1. When corrugated metal pipe is used, the backfill material shall be tested and shall have a resistivity greater than 1500 ohm-cm and a pH greater than 5 when tested in accordance with DOTD TR 429 and DOTD TR 430 respectively.
 2. If the top of pipe is even with or below the top of the trench, backfill material shall be brought up evenly on both sides of pipe for its full length to an elevation of 12 inches (300 mm) above the top of pipe [or to subgrade if less than 12 inches (300 mm)] or to natural ground elevation, whichever is greater.
 3. When the top of the pipe is above the top of the trench, backfill material shall be brought up evenly on both sides of pipe for its full length to 12 inches (300 mm) above the top of pipe or to subgrade if less than 12 inches (300 mm). Material in the trench and above the top of the trench for a distance on each side of the pipe equal to the horizontal outside diameter for corrugated metal or plastic pipe and 18 inches (450 mm) for concrete pipe, and to 12 inches (300 mm) above the top of pipe or to subgrade if less than 12 inches (300 mm) shall be backfill material.
 4. Unless otherwise authorized by the ENGINEER where headroom is limited, embankment shall be constructed to a minimum of 24 inches (600 mm) over the pipe before heavy construction equipment is allowed to cross the installation. Where practical, installations with less than 24 inches (600 mm) of cover over the top of the pipe shall be constructed after heavy hauling is completed over the pipe location. After completion of hauling operations, the CONTRACTOR shall remove excess cover material. Pipe damaged by hauling and backfilling operations shall be removed and reinstalled, or replaced, at no additional cost to the OWNER.
- E. **Backfill Methods:** Compaction of backfill for drainage pipe shall be as indicated below. Compaction by flooding will not be allowed unless authorized by the ENGINEER.
1. **Selected Soils:** Backfill shall be placed at or near optimum moisture content determined in accordance with DOTD TR 415 or TR 418 in layers not exceeding 8 inches (200 mm) compacted thickness. Backfill material shall be thoroughly compacted under the haunches of the pipe. Each layer shall be compacted by approved methods to at least 95 percent of maximum dry density prior to placement of a subsequent layer.
 2. **Granular Material:** Backfill shall be placed at or near optimum moisture content determined in accordance with DOTD TR 415 or TR 418. Backfill material shall be thoroughly compacted under the haunches of the pipe and then compacted in layers not exceeding 12 inches (300 mm) compacted thickness. Each layer shall be compacted by approved methods to at least 95 percent of maximum dry density prior to placement of a subsequent layer. Exposed slopes at the pipe ends shall be covered by at least 12 inches (300 mm) compacted thickness of plastic soil blanket.
 3. **Flowable Fill:** Flowable fill shall be installed in accordance with Section 02710 – Flowable Fill.
 4. **Stone or Recycled Portland Cement Concrete:** Backfill shall be placed at or near optimum moisture content determined in accordance with DOTD TR 415 or TR 418. Backfill material shall be thoroughly compacted under the pipe haunches and then compacted in layers not exceeding 8 inches (200 mm) compacted thickness. With approval of the ENGINEER, layer thickness may be increased to 12 inches (300 mm) with verification of satisfactory installation and performance. Each layer shall be compacted by approved methods to at least 95 percent of maximum dry density prior to placement of a subsequent layer. The CONTRACTOR shall control

placement operations so as not to damage protective coatings on metal pipes. The CONTRACTOR shall repair damaged coatings at no additional cost to the OWNER.

3.9 BEDDING MATERIAL

- A. **Placement of Bedding:** Unless otherwise noted on the drawings, geotextile fabric shall be placed in accordance with plan details prior to placing bedding material. Care shall be taken to prevent damage to geotextile fabric during placement of bedding material. Materials shall be placed in lifts, shaped, and uniformly compacted to 75 percent of relative density.
- B. Adjacent rolls of fabric will be overlapped or sewn. When rolls are overlapped, the overlap shall be a minimum of 18 inches, including the ends of the rolls. The top layer of the fabric shall be parallel with adjacent rolls and in the direction of bedding materials placement. When rolls are sewn, the CONTRACTOR shall join adjacent rolls by sewing with polyester, or Kevlar thread. Field sewing shall employ the “J” seam or “Butterfly” seam with the two pieces of geotextile fabric mated together, turned in order to sew through 4 layers of fabric and sewn with 2 rows of Type 401, two-threaded locking chain stitch. Factory seams other than specified may be submitted to the ENGINEER for approval. When the ground is covered with water or supersaturated soil, sewing of the fabric will be required.
- C. Damaged fabric shall be either removed and replaced with new fabric or covered with a second layer of fabric extending 2 feet in each direction from the damaged area.

3.10 EXCAVATION AND BACKFILL FOR STRUCTURES

- A. Except where otherwise indicated for a particular structure or where ordered by the ENGINEER, excavation shall be carried to an elevation 6-inches below the bottom of the footing or slab and brought back to grade with compacted materials acceptable for placement beneath structures. Where indicated or ordered, areas beneath structures shall be over-excavated. When such over-excavation is indicated, both over-excavation and subsequent backfill to the required grade shall be performed by the CONTRACTOR.
- B. Excavations shall be backfilled with granular material compacted in lifts. Backfill fill material shall be placed and spread evenly in approximately horizontal layers. Each layer shall be moistened or aerated as necessary. Unless otherwise approved by the ENGINEER, no layer shall exceed 6-inches of compacted thickness. The embankment and fill shall be compacted to a minimum of 95 percent of maximum dry density.
 - 1. Each layer backfill materials as defined herein, where the material is graded such that 10 percent or more passes a No. 4 sieve, shall be mechanically compacted to the indicated percentage of density. Equipment that is consistently capable of achieving the required degree of compaction shall be used, and each layer shall be compacted over its entire area while the material is at the required moisture content.
 - 2. Each layer of coarse granular backfill materials with less than 10 percent passing the No. 4 sieve shall be compacted by means of at least 2 passes from a vibratory compactor that is capable of obtaining the required density in 2 passes and that is acceptable to the ENGINEER.
- C. Fill on reservoir and structure roofs shall be deposited not sooner than 30 Days after the concrete roof slab has been placed. Equipment weighing more than 10,000 pounds when loaded shall not be used on a roof. A roller weighing not more than 8,000 pounds shall be used to compact fill on a roof.

- D. Flooding, ponding, and jetting shall not be used for fill on roofs, backfill around structures, backfill around reservoir walls, for final backfill materials, or aggregate base materials.
- E. Equipment weighing more than 10,000 pounds shall not be used closer to walls than a horizontal distance equal to the vertical depth of the fill above undisturbed soil at that time. Hand operated power compaction equipment shall be used where use of heavier equipment is impractical or restricted due to weight limitations.

3.11 GEOTEXTILE FABRIC

- A. Unless noted otherwise, on the drawings or elsewhere in the Contract Documents, the geotextile fabric shall be utilized as follows:

Application		Geotextile Class (as defined in Section 2.1)
<i>Drainage or Sewerage</i>	Underdrains	A, B, C, or D
	Pipe and Precast Manhole Joints	A, B, C, or D
	Weepholes	A, B, C, or D
	Bedding Fabric	B, C, or D
	Geocomposite Drainage Systems	B, C, or D
<i>Stabilization</i>	Bulkheads	C or D
	Flexible Revetments	C or D
	Rip Rap	D
	Railroad Crossings	D
	Base Course	D
	Subgrade Layer	D
	Soil Stabilization	C, D, or S
<i>Paving</i>	Paving Fabric	B or C
<i>Silt Fencing</i>	Self Supported Silt Fencing	F
	Wire Supported Silt Fencing	G

- B. Rolls of geotextile fabric shall be kept covered and protected from ultraviolet degradation at all times until use. Geotextile fabric that has been installed shall be covered with embankment within 7 calendar days. When ultraviolet damage occurs, the geotextile fabric shall be removed and replaced. The geotextile fabric shall be placed at the

locations shown on the plans or as directed. Adjacent rolls of geotextile fabric will be overlapped or sewn. When rolls are overlapped, the overlap shall be a minimum of 18 inches (450 mm), or as specified in the plans, including the ends of the rolls. The top layer of the geotextile fabric shall be parallel with adjacent rolls and in the direction of embankment placement. When rolls are sewn, the CONTRACTOR shall join adjacent rolls by sewing with polyester or Kevlar thread. Field sewing shall employ the “J” seam or “Butterfly” seam with the two pieces of geotextile fabric mated together, turned in order to sew through 4 layers of fabric and sewn with 2 rows of Type 401, two-thread chain stitch. Factory seams other than specified may be submitted to the Materials and Testing Section for approval. Where the ground is covered with water or soil is saturated, sewing of the geotextile fabric will be required.

- C. The geotextile fabric shall be placed as smooth as possible with no wrinkles or folds, except in curved road sections. For curved road sections, the geotextile fabric shall be folded to accommodate the curve. The fold shall be in the direction of construction and pinned or stapled. Ruts that occur during construction shall be filled and compacted prior to placement of geotextile fabric.
- D. Damaged geotextile fabric shall be either removed and replaced with new geotextile fabric or covered with a second layer of geotextile fabric extending 2 feet (0.6 m) in each direction from the damaged area

3.12 TOPSOIL

Areas to receive topsoil shall be scarified as directed. Topsoil shall be uniformly spread over the areas to a depth of 6 inches and rolled to a uniform surface with a cultipacker or other suitable equipment.

- END OF SECTION -

SECTION 02201 - SITE PREPARATION

PART 1 -- GENERAL

1.1 THE REQUIREMENT

- A. The WORK of this Section includes measures required during the CONTRACTOR's initial move onto the Site to protect existing fences, houses and associated improvements, streets, and utilities downslope of construction areas from damage due to boulders, trees or other objects dislodged during the construction process; clearing, grubbing and stripping; and regrading of certain areas to receive embankment fill.

1.2 REFERENCE STANDARDS

- A. Commercial Standards:

AAN

American Association of Nurserymen

1.3 CONTRACTOR SUBMITTALS, SAMPLING, AND TESTING

- A. The CONTRACTOR shall provide submittals, samples for testing, and testing of materials in accordance with Section 01010 – General Requirements and Section 01030 – Submittals, Sampling and Testing Plan.

1.4 QUALITY CONTROL

- A. NOT USED

1.5 SITE INSPECTION

- A. Prior to moving onto the Site, the CONTRACTOR shall inspect the Site conditions and review maps of the existing plant site, existing utilities, and facilities or other items delineating the OWNER's property and right-of-way lines.

PART 2 -- PRODUCTS

2.1 BACKFILL

- A. Material utilized for backfill shall be in accordance with Section 02200 – Earthwork.

PART 3 -- EXECUTION

3.1 PRIMARY CONSTRUCTION SITE ACCESS

- A. The CONTRACTOR shall develop any necessary access to the Site, including access barriers to prohibit entry of unauthorized persons.
- B. **Utility Interference:** Where existing utilities interfere with the WORK, notify the utility owner and the ENGINEER before proceeding in accordance with the General Conditions.

3.2 CLEARING AND GRUBBING

- A. The ENGINEER will designate trees, shrubs, plants and other items to remain. The CONTRACTOR shall preserve the items designated to remain. Equipment, materials and supplies shall not be stored in proximity of items designated to remain. Trees shall be removed without damaging items marked to remain. The CONTRACTOR shall, at no direct pay, use a licensed landscape arborist to repair damage to bark, trunks, limbs or roots of vegetation marked to remain using horticultural and tree surgery practices published by the American Association of Nurseryman (AAN). Trees shall not be felled outside of the right-of-way. Damage outside the right-of-way caused by the CONTRACTOR's operations shall be the CONTRACTOR's responsibility.
- B. Clearing and grubbing shall be done within the construction limits and to a point in fills 15 feet (4.5 m) beyond the toes of foreslopes and in cuts 15 feet beyond the tops of backslopes, when width of right of way permits, or to the limits shown on the plans; also from areas required for outfall ditches and channel changes. Trees, stumps, roots and other protruding vegetative obstruction not designated to remain shall be cleared and grubbed (including mowing when required by the ENGINEER). Some loose limbs and roots approximately 2 inches x 2 feet and smaller may be allowed to remain however excessive amounts will not be allowed.
- C. Explosives shall not be used.
- D. Stump holes and other holes left from clearing and grubbing shall be filled by blading the area or backfilling with existing materials or soil complying with Subsection 203.06(a) and compacted to at least the density of the surrounding soils.
- E. Burning of material shall not be permitted without the approval of the OWNER and ENGINEER. If burning is allowed, of material shall be under the constant care of watchmen. Burning of materials shall not jeopardize anything designated to remain on the right-of-way, the surrounding forest cover, or other adjacent property. The CONTRACTOR shall be responsible for burning in accordance with all local, state, and federal laws and ordinances, including, but not limited to, the current regulations of the Louisiana Department of Environmental Quality (LDEQ).
- F. Materials and debris which cannot be burned and materials which are not burned shall be removed from the right-of-way and disposed of in accordance with Section 02200 – Earthwork.
- G. Merchantable timber in the area to be cleared, which has not been removed from the area of Construction prior to the beginning date stipulated in the Notice to Proceed, shall become the property of the CONTRACTOR.
- H. Low hanging branches and unsound or unsightly branches on trees or shrubs designated to remain shall be removed as directed. Branches of trees extending over the roadbed shall be trimmed to a height of 20 feet (6.0 m) above the pavement. Trimming shall be done in accordance with accepted horticultural and tree surgery practices published by AAN.

- END OF SECTION -

SECTION 02202 – DEMOLITION AND REMOVAL OF STRUCTURES AND OBSTRUCTIONS

PART 1 -- GENERAL

1.1 THE REQUIREMENT

- A. The CONTRACTOR shall demolish facilities as indicated and shall remove and/or relocate structures and obstructions as indicated, all in accordance with the Contract Documents.

1.2 REFERENCE STANDARDS

- A. Code of Federal Regulations
49 CFR, Parts 172-180 Regulations for Hazardous Materials
- B. Louisiana Administrative Code (LAC)
LAC Title 33, Part V, Chapter 38, Section 3813
LAC Title 33, Part V, Chapter 38
- C. Louisiana Department of Transportation and Development (LDOTD) Water
Well Rules, Regulations, and Standards, State of Louisiana
- D. Louisiana Department of Environmental Quality (LDEQ)
UST Regulations Regulations for Underground Storage Tanks

1.3 CONTRACTOR SUBMITTALS, SAMPLING, AND TESTING

- A. The CONTRACTOR shall provide submittals, samples for testing, and testing of materials in accordance with Section 01010 – General Requirements and Section 01030 – Submittals, Sampling and Testing Plan.

PART 2 -- PRODUCTS - NOT USED

PART 3 -- EXECUTION

3.1 GENERAL

- A. The CONTRACTOR shall take precautions to avoid damage to adjacent facilities and to limit the WORK activities to the extent indicated. If reconstruction beyond the scope indicated is required, the CONTRACTOR shall obtain approval from the ENGINEER prior to commencing.

3.2 PROTECTION OF EXISTING FACILITIES

- A. Before beginning any reconstruction, the CONTRACTOR shall carefully survey the existing facilities and examine the Specifications and Drawings to determine the extent of reconstruction and coordination with the WORK. Existing facilities not subject to

reconstruction shall be protected and maintained. Damaged existing facilities shall be repaired to the previous condition or replaced.

- B. Persons shall be afforded safe passages around areas of demolition.
- C. Structural elements shall not be overloaded. The CONTRACTOR shall be responsible for shoring, bracing, or adding new supports as may be required for adequate structural support as a result of WORK performed under this Section. The CONTRACTOR shall remove temporary protection when the WORK is complete or when so authorized by the ENGINEER.
- D. The CONTRACTOR shall carefully consider bearing loads and capacities before placement of equipment and material on Site. In the event of any questions as to whether an area to be loaded has adequate bearing capacity, the CONTRACTOR shall consult with the ENGINEER prior to the placement of such equipment or material.

3.3 DEMOLITION AND REMOVAL OF STRUCTURES AND OBSTRUCTIONS

- A. **Pipe:** Pipe to be relaid shall be removed and stored so that there will be no loss or undue damage before relaying. The CONTRACTOR shall replace sections lost from storage or unduly damaged at no direct pay. When specified, pipe not to be relaid and considered usable shall be salvaged, cleaned of soils or other materials, stored and stacked.
- B. **Bridges and Drainage Structures:** Bridges, including approach slabs, and drainage structures in use by traffic shall not be removed until satisfactory arrangements have been made to accommodate traffic. Unless otherwise directed or shown on the plans, substructures shall be removed to natural stream bottom and those parts outside the stream shall be removed to 1 foot below natural ground surface. Existing structures within the limits of a new structure shall be removed as necessary to accommodate construction of the new structure. Steel or wood bridges to be salvaged shall be dismantled without unnecessary damage. Dismantling shall include stripping all hardware. Structural members shall be match-marked before dismantling. Explosives, if approved, shall be utilized in accordance with Section 01010. Blasting or other operations necessary for removal of an existing structure or obstruction, which may damage new construction, shall be completed prior to placing the new work.

3.4 REMOVING ENVIRONMENTALLY SENSITIVE MATERIALS

- A. When removal or remediation of any environmentally sensitive or contaminated sites is required during construction, the CONTRACTOR's operations shall be coordinated through the appropriate agency having jurisdiction. If the CONTRACTOR fails to follow the guidelines of the agency having jurisdiction, and subsequently causes or increases harm or damage to the environment, then all resulting fines and clean-up costs shall be the responsibility of the CONTRACTOR.
- B. **Non-Friable Asbestos:** When a structure contains non-friable asbestos, the CONTRACTOR shall carefully remove the asbestos without excessive breakage or crushing before removal, relocation or demolition of the structure. The non-friable asbestos material shall be disposed of at an approved industrial landfill.
- C. **Friable Asbestos:** When a structure contains friable asbestos, the CONTRACTOR shall immediately notify the Department of Environmental Quality (DEQ), Air Quality Division and request that DEQ provide a confirmation letter with an Asbestos Disposal Verification Form (ADVF). The CONTRACTOR shall complete the ADVF within 90

calendar days from the date of issue. When this information is available, the Department will indicate on the plans which structures contain friable asbestos. Only entities certified by DEQ as Asbestos Abatement Entities shall remove friable asbestos from structures. The asbestos removal shall be performed before removal, relocation or demolition of the structure. Friable asbestos removal, handling and disposal shall be performed in accordance with the latest requirements for asbestos abatement of the DEQ, Air Quality Division. The CONTRACTOR shall maintain, and furnish to the ENGINEER, within 21 calendar days, Chain of Custody verification records for the friable asbestos from the work site to the disposal site. These records will become part of the permanent project records.

- D. **Underground Fuel Tanks:** Before removal, underground fuel tanks shall be registered with the DEQ by the ENGINEER as abandoned underground storage tanks. The CONTRACTOR shall notify the ENGINEER in writing at least 45 calendar days prior to removal of tanks. All site activities, including the collection of closure samples and tank removal, as defined in the latest DEQ Underground Storage Tank (UST) regulations, shall be performed by a DEQ approved CONTRACTOR. Closure test results, all documentation, and all necessary forms shall be submitted by the CONTRACTOR to DEQ. The CONTRACTOR and/or the subcontractor shall note that all contact and/or coordination with the DEQ is to be the responsibility of the ENGINEER. The CONTRACTOR shall take all necessary precautions to prevent the infiltration of water into tanks and tank excavations during the work. During routine site closure, the removal, transportation and disposal of tanks, and the handling of contaminated soil and contaminated fluid shall be in accordance with all local, state, and federal laws and regulations. Limits of excavation and quantities of contaminated soil and contaminated fluid to be removed, transported and disposed shall be as specified. When underground storage tanks (UST) have been filled with concrete, sand, or other such material and are designated on the plans for removal, the CONTRACTOR or certified UST subcontractor shall remove, transport and dispose of such tanks in accordance with the recommendations of the American Petroleum Institute (API) and the requirements of the Louisiana Department of Environmental Quality (DEQ) or other regulatory agency of jurisdiction. When such UST are discovered during construction and removal is necessary to achieve soil compaction or to meet other construction requirements, the CONTRACTOR shall stop construction activity in the immediate vicinity of the UST and notify the project ENGINEER in accordance with this subsection. The DOTD Materials and Testing Section will verify the closure status of such filled UST discovered during construction prior to any UST site activity by the CONTRACTOR or certified UST subcontractor. The CONTRACTOR or certified UST subcontractor shall collect and submit for laboratory analysis, a representative sample of the storage tank fill material for landfill acceptance. The results of the laboratory analysis shall be used to determine the disposition of the UST fill material. The CONTRACTOR or certified UST subcontractor shall provide a copy of all laboratory analyses to the ENGINEER for verification prior to profiling materials for landfill acceptance.
- E. **Contaminated Soils:** Soil contaminated with Benzene, Toluene, Ethyl Benzene, Xylene (BTEX), Total Petroleum Hydrocarbons- Gasoline (TPH-G), Total Petroleum Hydrocarbons-Diesel (TPH-D), Total Petroleum Hydrocarbons-Oil (TPH-O), or other identified toxic materials, in areas of underground fuel tanks or other areas, at levels above the regulatory limits and is non-protective of groundwater shall be excavated by the CONTRACTOR as shown on the plans or as directed. Determination of groundwater protection shall be through the use of the Synthetic Precipitation Leachate Procedure (SPLP) or as directed. The CONTRACTOR shall remove the overburden above the contaminated soil to the dimensions shown on the plans or as directed. The CONTRACTOR shall also excavate the contaminated soil at the locations shown on the

plans or as directed. The contaminated soil shall be loaded into approved hauling vehicles by the CONTRACTOR and be disposed of in a disposal site approved by the Department of Environmental Quality. The CONTRACTOR shall furnish the ENGINEER, within 21 calendar days, Chain of Custody verification records for the contaminated soil. The Materials and Testing Section will verify that all contaminated soil has been removed. While the excavation is open, the CONTRACTOR shall construct and maintain a soil berm around the excavation to prevent surface water runoff from entering the excavation. The removed overburden may be used to construct the berm and backfill the excavation. Removal and disposal of contaminated soils will be in accordance with all local, state and federal laws and regulations.

- F. **Contaminated Fluids:** Contaminated fluid in underground fuel tanks, in areas of underground fuel tanks or other areas as shown on the plans or as directed shall be removed and disposed of by the CONTRACTOR. The CONTRACTOR shall pump the contaminated fluid into approved hauling vehicles. Contaminated fluid in underground fuel tanks shall be removed before tank removal. The contaminated fluid shall be disposed of in a disposal site approved by the Department of Environmental Quality. The CONTRACTOR shall furnish the ENGINEER, within 21 calendar days, Chain of Custody verification records for the contaminated fluid. The ENGINEER will verify the removal of the contaminated fluid. The Removal and disposal of contaminated fluids will be in accordance with all local, state and federal laws and regulations.
- G. **Paint Containing Lead or Other Hazardous Materials on Metal Surfaces:** Steel members of structures protected by paint containing lead or other hazardous materials as shown on the plans or as discovered in the field shall be removed and prepared for transport by methods approved by the ENGINEER. Such steel members shall be delivered to a licensed recycling center capable of processing steel members coated with paint identified by the Resource Conservation and Recovery Act (RCRA) as hazardous. Prior to removal, transport, treatment or disposal of any steel members, the CONTRACTOR shall submit the following to the ENGINEER.
- 1) Plan of removal of steel members.
 - 2) Plan for transport of steel members.
 - 3) Name and address of the licensed recycling center.

All steel members shall be transported in accordance with all federal, state and local laws. Certificates of Disposal, Chain of Custody forms, or other applicable documents shall be provided within 21 calendar days following each shipment.

- H. **Treated Timber:** Creosoted and other treated timber or lumber shown on the plans or discovered in the field shall be removed and prepared for transport by methods approved by the ENGINEER. All materials that are not designated to be salvaged by the OWNER or salvaged by the CONTRACTOR are to be disposed of in an appropriate landfill. Certificates of Disposal, Chain of Custody forms, or other applicable documents shall be provided within 21 calendar days following each shipment.
- I. **Universal Wastes:** Universal wastes are hazardous wastes defined in LAC Title 33, Part V, Chapter 38, Section 3813 to include batteries, pesticides, thermostats, lamps and antifreeze. Universal wastes shall be removed by the CONTRACTOR in accordance with the plans and shall be stored and prepared for transport as specified in LAC Title 33, Part V, Chapter 38 and herein. A lamp is the bulb or tube portion of an electric lighting device. Universal waste lamps include, but are not limited to, fluorescent, high intensity discharge, neon, mercury vapor, high pressure sodium, and metallic halide.

Such lamps shall be removed and stored in containers or packages that are structurally sound, adequate to prevent breakage, and compatible with the contents of the lamps. Such containers shall remain closed and lack evidence of leakage, spillage or damage that could cause releases of mercury or other hazardous constituents to the environment under reasonably foreseeable conditions. The containers shall be clearly labeled or marked with the words "Universal Waste – Lamps" and with the earliest date that any lamp in the container was discarded as waste. If a container develops a leak, it shall be placed into an over-pack container. The CONTRACTOR shall immediately clean up any leakage and place in a container any lamp that shows evidence of breakage, leakage, or damage. Universal waste lamps will not be allowed to accumulate for a period longer than one year from the date the lamps were discarded. The waste lamps shall be delivered to a universal waste disposal site or destination facility by a Universal Waste Transporter in accordance with the applicable U.S. Department of Transportation Regulations, 49 CFR, Parts 172-180. The CONTRACTOR shall be responsible for informing all employees who handle universal wastes of the proper handling and emergency procedures appropriate to the type of waste.

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SECTION 02204 - TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 -- GENERAL

1.1 THE REQUIREMENT

- A. The CONTRACTOR shall comply with federal, state, and local laws and regulations controlling pollution of the environment, including air, water, and noise. The CONTRACTOR shall take precautions to prevent pollution of waters and wetlands with fuels, oils, asphalts, chemicals, or other harmful materials.

1.2 REFERENCE STANDARDS

- A. Louisiana Department of Environmental Quality (LDEQ)

LAR 100000	Master General Permit for Discharges of Storm Water from Construction Activities – Five Acres or More
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LAR 200000	Storm Water General Permit for Small Construction Activities
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- B. Occupational Safety Hazard Administration (OSHA)

Part 1926	Safety and Health Regulations for Construction
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- C. United States Environmental Protection Agency (US EPA)

Storm Water Management for Construction Activities

1.3 CONTRACTOR SUBMITTALS

- A. The CONTRACTOR shall provide submittals, samples for testing, and testing of materials in accordance with Section 01010 – General Requirements and Section 01030 – Submittals, Sampling and Testing Plan.

1.4 DUST ABATEMENT

- A. The CONTRACTOR shall prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity of the Site. The CONTRACTOR shall be responsible for any damage resulting from dust originating from its operations. Dust abatement measures shall be continued until the CONTRACTOR is relieved of further responsibility by the ENGINEER.
- B. **Active Areas of Site:** The CONTRACTOR shall water active construction areas and unpaved roads as needed and as directed by ENGINEER.
- C. **Inactive Areas of Site:** The CONTRACTOR shall apply non-toxic soil stabilizers according to manufacturer's specifications to inactive construction areas, or water as needed to maintain adequate dust control.

- D. **Vehicle Loads:** The CONTRACTOR shall cover or maintain at least 2-feet of freeboard vertical distance between the top of the load and the top of the trailer sides on trucks hauling dirt, sand, soil, or other loose materials off of the Site.
- E. **Roads:** When there is visible track-out onto a paved public road, the CONTRACTOR shall install wheel washers where the vehicles exit and enter onto the paved roads and wash the undercarriage of trucks and any equipment leaving the Site on each trip. The CONTRACTOR shall sweep the paved street at the end of each shift with a water spray pick-up broom-type street sweeper as necessary or as directed.
- F. **Vehicle Speeds:** If watering of unpaved roads is not sufficient to control dust. The CONTRACTOR shall reduce vehicle speeds as required for control of dust.

1.5 SEDIMENTATION ABATEMENT

- A. For work disturbing one acre or less, no Storm Water Pollution Prevention Plan is required. CONTRACTOR shall be responsible for collecting, storing, hauling, and disposing of spoil, silt, and waste materials in compliance with applicable federal, state, and local rules and regulations and the Contract Documents.
- B. The CONTRACTOR shall install and maintain erosion and sediment control measures, such as swales, grade stabilization structures, berms, dikes, waterways, filter fabric fences, and sediment basins.
- C. The CONTRACTOR shall filter fabric barrier systems, if used, shall be installed in such a manner that surface runoff will percolate through the system in sheet flow fashion and allow sediment to be retained and accumulated.
- D. The CONTRACTOR shall remove and dispose of sediment deposits at the designated spoil area. If a spoil area is not indicated, dispose of sediment off-Site at a legally permitted disposal facility. Sediment to be placed at the spoil area should be spread evenly, compacted, and stabilized. Sediment shall not be allowed to flush into a stream, drainage structure, or drainage way.
- E. Maintain erosion and sediment control measures until final acceptance or until directed by the ENGINEER to remove it.

1.6 STORMWATER POLLUTION PREVENTION PLAN

- A. The CONTRACTOR shall prepare and maintain a Storm Water Pollution Prevention Plan (SWPPP), for work disturbing one acre or greater. The plan shall describe in specific details the CONTRACTOR's program to prevent contamination of the storm water collection system for this project. A suggested Template and Sample SWPPP Inspection Report, as well as other valuable information can be found at EPA's website: <http://cfpub.epa.gov/npdes/stormwater/swppp.cfm>
- B. The CONTRACTOR'S Storm Water Pollution Prevention Plan shall be comprised of all relevant components specified in the U.S. Environmental Protection Agency document entitled, "Storm Water Management for Construction Activities".
- C. The CONTRACTOR shall implement, maintain, and inspect all erosion and sediment controls identified in the SWPPP. The program shall address both common construction activities and extraordinary events. The CONTRACTOR shall remove all temporary SCMs, such as silt fences, catch basin filters, wash areas, etc. at the end of construction.

- D. The CONTRACTOR shall include Water Pollution Control Drawings (WPCD) in the SWPPP to illustrate the locations, applications, and deployment of the Storm Water Control Measures (SCMs) identified in the SWPPP. The WPCDs shall be included as an attachment to the SWPPP.
- E. **Storm Water Control Measures (SCMs):** The Storm Water Control Measures (SCMs) are techniques, processes, activities, or structures used to reduce the pollutant content of a storm water or non-storm water discharge. SCMS may include simple, non- structural methods such as good housekeeping, staff training, and preventative maintenance. Additionally, SCMs may include structural modifications such as the installation of berms, canopies, or treatment control.
- F. The CONTRACTOR shall comply with laws, rules, and regulations of the State of Louisiana and agencies of the United States Government prohibiting the pollution of lakes, wetlands, streams, or river waters from the dumping of contaminates, refuse, rubbish, or debris.
- G. The CONTRACTOR shall submit copies of the SWPPP a minimum of 10 working days prior to beginning construction, to the ENGINEER. The CONTRACTOR shall update the SWPPP as necessary during the work to prevent contamination of the storm water collection system.
- H. Before the start of work, the CONTRACTOR shall train all employees and Subcontractors on the approved SWPPP and related WPCD and provide the ENGINEER with written documentation of said training.
- I. For work disturbing one acre or less, Storm Water Control Measures (SCMs) must be in place. There shall be no Notice of Intent (NOI) required. The CONTRACTOR shall complete inspection reports and submit copies to OWNER. The CONTRACTOR and the INSPECTOR shall keep a copy of the report on file.
- J. For work disturbing one to five acres, Storm Water Control Measures (SCMs) must be in place. The CONTRACTOR must prepare SWPPP and post prominently on the job site. The CONTRACTOR must have the LAR 200000 General Permit posted on the job site. There shall be no Notice of Intent (NOI) required. The CONTRACTOR shall complete all required reports and submit them to OWNER.
- K. For work disturbing five acres or more, Storm Water Control Measures (SCMs) must be in place. The CONTRACTOR must have Notice of Intent (NOI) completed, sent to DEQ, and posted. The CONTRACTOR must prepare a SWPPP and post prominently on the site. The CONTRACTOR shall have the LAR 100000 General Permit posted on site with DEQ permit number for specific site. The CONTRACTOR must complete a Notice of Termination (NOT) and submit it to DEQ.

1.7 RUBBISH CONTROL

- A. During the progress of the WORK, the CONTRACTOR shall keep the Site and other areas for which it is responsible in a neat and clean condition and free from any accumulation of rubbish. The CONTRACTOR shall dispose of rubbish and waste materials of any nature and shall establish regular intervals of collection and disposal of such materials and waste. The CONTRACTOR shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of rubbish and surplus materials shall be off the Site in accordance with local codes and ordinances governing locations and methods of disposal and in conformance with

applicable safety laws and the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

1.8 CHEMICALS

- A. Chemicals used on the WORK or furnished for facility operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

- END OF SECTION -

SECTION 02401 – AGGREGATE SURFACE COURSE

PART 1 -- GENERAL

1.1 THE REQUIREMENT

- A. The CONTRACTOR shall furnish and construct aggregate surface courses for roadways, shoulders, drives, or other facilities in accordance with these specifications, and in conformity with the lines, grades, thicknesses, and typical sections shown on the plans or already established

1.2 REFERENCE STANDARDS

- A. Louisiana Department of Transportation and Development (LDOTD) AML

Approved Materials List (formerly QPL)

TR 602 Measuring Thickness and Widths of Base and Subbase Courses and Aggregate Type Surface Courses

1.3 CONTRACTOR SUBMITTALS, SAMPLING, AND TESTING

- A. The CONTRACTOR shall provide submittals, samples for testing, and testing of materials in accordance with Section 01010 – General Requirements and Section 01030 – Submittals, Sampling and Testing Plan.

1.4 DELIVERY, STORAGE, AND HANDLING:

- A. The CONTRACTOR shall ensure that delivery, storage, and handling of materials shall be undertaken in such a way as to ensure compliance of the placed and compacted material with all requirements of the specifications.

PART 2 -- PRODUCTS

2.1 GENERAL

- A. Unless noted otherwise on the drawings or in the Special Provisions, aggregate surface course may be stone, sand – clay – gravel, reclaimed Portland cement concrete, or reclaimed asphalt pavement.
- B. Material for aggregate surface course shall be uniformly blended aggregate surface course materials that have been sampled and accepted for use prior to placement.
- C. Unless otherwise approved in writing by the ENGINEER, the same aggregate surface course material shall be used throughout the entire project.

2.2 STONE

- A. Stone for aggregate surface course shall comply with the requirements of Section 02003 – Aggregates.

2.3 SAND – CLAY – GRAVEL

- A. Sand – clay – gravel for aggregate surface course shall comply with the requirements of Section 02003 – Aggregates.

2.4 RECLAIMED PORTLAND CEMENT CONCRETE

- A. Reclaimed Portland cement concrete for aggregate surface course shall comply with the requirements of Section 02003 – Aggregates.

2.5 RECLAIMED ASPHALT PAVEMENT

- A. Reclaimed asphalt pavement for aggregate surface course shall comply with the requirements of Section 02003 – Aggregates.

2.6 WATER

- A. Water for lime treatment shall be suitable for human consumption.

2.7 LIME

- A. Lime shall be hydrated lime or quicklime listed on the LDOTD AML (formerly QPL 34).

PART 3 -- EXECUTION

3.1 EQUIPMENT

- A. Equipment necessary to produce a finished product meeting specification requirements shall be furnished and maintained by the CONTRACTOR. Equipment will be approved prior to use.

3.2 GENERAL CONSTRUCTION REQUIREMENTS

- A. Material shall be placed upon an approved subgrade. The CONTRACTOR shall obtain approval of the subgrade before placing aggregate surface course. The CONTRACTOR shall uniformly spread material removed from shoulders adjacent to the shoulder material.
- B. On existing surfaces, where only placing aggregate surface course, the CONTRACTOR shall remove vegetation, shape, and satisfactorily compact the surface prior to placing aggregate surfacing. For new or reconstructed surfaces construct subgrade in accordance with Section 02200 – Earthwork and the drawings.

3.3 PLACING MATERIALS

- A. The CONTRACTOR shall place material directly on the prepared and approved subgrade. Do not place surface course on damaged subgrade until repairs as directed by the ENGINEER been completed and approved.
- B. The CONTRACTOR shall not place or spread aggregate surfacing materials on adjacent Portland cement concrete or asphalt concrete pavements. The CONTRACTOR shall conduct aggregate surfacing operations so that pavement surfaces, edges, and joints are not damaged. Repairs to damaged areas shall be at no additional cost to the OWNER.

3.4 MIXING

- A. **General:** The CONTRACTOR shall add adequate moisture to all aggregate surface course materials to control compaction.
- B. **Sand – Clay – Gravel:** The CONTRACTOR shall uniformly mix sand-clay-gravel with 6 percent lime by volume; for central mixing, the CONTRACTOR shall use 5 percent lime. The sand-clay-gravel shall be sampled and approved prior to treatment with lime

3.5 SHAPING AND COMPACTING AGGREGATE SURFACE COURSE

- A. **General:** The CONTRACTOR shall place approved aggregate surface course material to required thickness, shape to the required section, and compact with an approved roller to a tight, uniform surface free from ruts and waves.
- B. **Stone and Recycled Portland Cement:** After initial compaction, the CONTRACTOR shall wet the surface as required to achieve compaction satisfactory to the ENGINEER.
- C. **Reclaimed Asphalt Pavement:** The CONTRACTOR shall compact with a roller acceptable ENGINEER as directed to achieve compaction satisfactory to the ENGINEER.
- D. **Lime Treated Sand – Clay – Gravel:** The CONTRACTOR shall compact and finish lime treated sand-clay-gravel to the satisfaction of the ENGINEER within 72 hours after initial mixing with lime. If not compacted and finished within 72 hours, due to contractor's operations, recut lime at half the specified rate at no additional cost to the OWNER.

3.6 DIMENSIONAL TOLERANCES

- A. **Net Section Measurement:** When aggregate surface course is specified in Section 01025 – Measurement and Payment to be measured for payment by net section measurement, the thickness and width of completed aggregate surface course will be checked for acceptance in accordance with DOTD TR 602. The CONTRACTOR shall correct to plan dimensions areas with deficiencies in excess of the following tolerances as required at no additional cost to the OWNER.
 - 1. **Thickness:** Under-thickness shall not exceed 3/4 inch. Over-thickness may be waived at no additional cost to the OWNER.
 - 2. **Width:** Under-widths shall not exceed 3 inches for shoulders or drives and 6 inches for roadways. Over-width may be waived at no additional cost to the Department
- B. **Vehicular Measurement:** When aggregate surface course is specified in Section 01025 – Measurement and Payment to be measured for payment using vehicular measurement, the ENGINEER will take measurements to ensure the work's conformance to plan dimensions. The CONTRACTOR shall place material as required to comply with the plan dimensions.

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SECTION 02701 – CULVERTS AND STORM DRAIN SYSTEMS

PART 1 -- GENERAL

1.1 THE REQUIREMENT

- A. The CONTRACTOR shall provide and construct culverts and storm drains, drainage manholes, catch basins, and/or end treatments as specified herein.

1.2 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M36	Standard Specification for Corrugated Steel Pipe AASHTO
M85	Standard Specification for Portland Cement
AASHTO M91	Standard Specification for Sewer and Manhole Brick
AASHTO M196	Standard Specification for Corrugated Aluminum Pipe
AASHTO M198	Standard Specification for Gray Iron Castings
AASHTO M218	Standard Specification for Steel Sheet, Zinc – Coated, For Corrugated Steel Pipe
AASHTO M245	Standard Specification for Corrugated Steel Pipe, Polymer Pre- coated, for Sewers and Drains
AASHTO M270	Standard Specification for Structural Steel for Bridges
AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe
AASHTO M306	Standard Specification for Drainage, Sewer, and Utility Related Castings
AASHTO M315	Standard Specifications for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets

- B. ASTM International (ASTM)

ASTM A27	Standard Specification for Steel Castings, Carbon, for General Application
ASTM A47	Standard Specification for Ferritic Malleable Iron Castings
ASTM A148	Standard Specification for Steel Castings, High Strength, for Structural Purposes
ASTM A153	Standard Specification for Zinc Coating (Hot – Dip) on Iron and Steel Hardware
ASTM A536	Standard Specification for Ductile Iron Castings

ASTM A743	Standard Specification for Castings, Iron – Chromium, Iron – Chromium Nickel, Corrosion Resistant, for General Application
ASTM B633	Standard Specification for Electrodeposited Coatings of Zinc and Iron on Steel
ASTM B695	Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel
ASTM C76	Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C139	Standard Specification for Concrete Masonry Units for Construction of Catch Basins and Manholes
ASTM C465	Standard Specification for Processing Additions for Use in the Manufacture of Hydraulic Cements
ASTM C506	Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C655	Standard Specification for Reinforced Concrete D-Load Culvert, Storm Drain, and Sewer Pipe
ASTM C1433	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers
ASTM D1640	Standard Test Methods for Drying, Curing, or Film Formation of Organic Coatings
ASTM D1784	Standard Specification for Rigid PolyVinyl Chloride (PVC) Compounds and Chlorinated PolyVinyl Chloride (CPVC) Compounds
ASTM D2369	Standard Test Method for Volatile Content of Coatings
ASTM F794	Standard Specification for PVC Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter
ASTM F949	Standard Specification for PVC Corrugated Sewer Pipe with Smooth Interior and Fittings

C. Louisiana Department of Transportation and Development (LDOTD) AML

Approved Materials List

LSSRB Louisiana Standard Specifications for Roads and Bridges

1.3 CONTRACTOR SUBMITTALS, SAMPLING, AND TESTING

- A. The CONTRACTOR shall provide submittals, samples for testing, and testing of materials in accordance with Section 01010 – General Requirements and Section 01030 – Submittals, Sampling and Testing Plan.

PART 2 -- PRODUCTS

2.1 PIPE

- A. Pipe shall be as specified in Section 15000 – Piping, General.

2.2 JOINT GASKET MATERIALS

- A. Rubber gaskets for pipe joints shall comply with AASHTO M 315. The rubber gaskets and lubricant shall be approved products listed in the LDOTD AML (formerly QPL 4). Each rubber gasket shall be identified with a batch or lot number. Flexible plastic gaskets for pipe joints shall comply with AASHTO M 198. The hydrostatic test shall be performed using AASHTO M 315. Flexible plastic gasket material and primer shall be approved products listed in the LDOTD AML (formerly QPL 4).

2.3 SPLIT COUPLING BANDS

- A. Split coupling bands shall be one piece and composed of the same material as the pipe. The bands shall be the same thickness as the base pipe. The width of the band shall be equal to one-half the diameter of the pipe but shall be a minimum of 12 inches wide. The band shall be secured to the pipe with a minimum of five stainless steel or other approved corrosion resistant circumferential bands.

2.4 PORTLAND CEMENT

- A. Portland cement shall be from an approved source listed in the LDOTD AML (formerly QPL 7) and shall comply with AASHTO M 85.
- B. **Chemical Requirements:** The chemical requirements shall be as specified in AASHTO M85. Alkali content calculated as sodium oxide equivalent shall not exceed 0.60 percent by weight for all types of cement.
- C. Process Additions: Process additions may be used in amounts not to exceed 3 percent by weight of portland cement clinker provided it meets the requirements for the cement portion of ASTM C 465 and the test results are submitted to the Department for review and approval.

2.5 MORTAR SAND

- A. Sand shall be a natural silica sand from a source listed in the LDOTD AML (formerly QPL 2). The percentages of deleterious materials shall not exceed the following values:

Property	Percent, Max
Coal and Lignite	0.25
Clay Lumps	0.05
Clay Lumps and Friable Particles	3.00

2.6 MORTAR

- A. Mortar shall consist of one part Portland cement, two parts mortar sand, and water as required for proper consistency. Mortar shall be used within thirty (30) minutes after mixing.

2.7 SEWER BRICK

- A. Sewer brick shall be made from clay, shale or concrete. Brick made from clay or shale for use in junction boxes, catch basins, arches, manholes and for backings shall comply with AASHTO M 91, Manhole Brick, Grade MM. Concrete brick shall comply with ASTM C 139, except that the minimum thickness of each unit shall not be less than 3 5/8 inches.

2.8 ASPHALTIC VARNISH

- A. **Material:** Asphaltic varnish shall be composed of hard native asphalts or asphaltites, run (fluxed) and blended with properly treated drying oils, and thinned with suitable solvents with the necessary amount of dryers.
- B. **Appearance:** The film shall be smooth and homogeneous, when thoroughly mixed sample is poured and examined on a clean, clear, glass plate and placed in a vertical position until the excess varnish has drained off. The film will be examined by transmitted light.
- C. **Color:** Color shall be jet black when examined by reflected light.
- D. **Nonvolatile Matter:** Nonvolatile matter shall be not less than 40 percent by weight (mass) when tested in accordance with ASTM D 2369.
- E. **Drying of Film:**
 - 1. **Set to Touch:** Film shall set to touch in not more than 8 hours when tested in accordance with ASTM D 1640.
 - 2. **Dry Through:** Film shall dry through in not more than 36 hours when tested in accordance with ASTM D 1640.
- F. **Working Properties and Appearance of Dried Film:** Varnish shall have good brushing, flowing, covering and leveling properties. Dried film shall be jet black, smooth and free from brush marks, blisters, pinholes and other defects.
- G. **Water Resistance:** Film shall show no whitening, dulling or other defects after a film is immersed in water for 18 hours and air dried for 2 hours.

2.9 REINFORCING STEEL

- A. Reinforcing steel shall comply with Section 03801 – Reinforcement.

2.10 GEOTEXTILE FABRIC

- A. Geotextile Fabric shall comply with Section 02200 – Earthwork

2.11 PORTLAND CEMENT CONCRETE

- A. Portland Cement Concrete shall comply with Section 03901 – Portland Cement Concrete.

2.12 PRECAST CONCRETE DRAINAGE UNITS

- A. Precast reinforced concrete drainage units shall be from a source listed on the LDOTD AML (formerly QPL 77) and shall comply with Section 03805 – Structural Concrete.
- B. For grout connections, each opening shall be $4 \pm 1/2$ inches larger than the outside diameter of the pipe for which it is provided. Units shall be cast with the specified number and size of pipe openings to incorporate the unit into the drainage system.
- C. **Marking:** The name or trademark of the manufacturer, the date of casting, the structure number of the station number as shown on the plans, and the lot number shall be indented into the concrete or painted thereon with waterproof paint on each unit on the inside and outside of the unit in such a manner as to be legible at time of delivery.
- D. **Precast Reinforced Concrete Box Culverts:** Precast reinforced concrete box culverts shall be approved products listed on the LDOTD AML (formerly QPL 77). The compressive strength of box culverts shall comply with ASTM C 76. Precast reinforced concrete box culverts shall comply with ASTM C 1433 amended as follows:
 - 1. Table 1 shall be used.
 - 2. No modified designs will be allowed
 - 3. Joints shall comply with the following:
 - a. Joint Gasket materials shall comply with Subsection 1006.06.
 - b. **Type 1 Joints (T1):** These joints shall provide a soil tight joint.
 - c. **Type 2 Joints (T2):** These joints shall pass the 5 psi (35 kPa) hydrostatic pressure test.
 - d. **Type 3 Joints (T3):** These joints shall pass the 10 psi (70 kPa) hydrostatic pressure test.
 - 4. Inside horizontal and vertical dimensions shall not vary by more than \pm percent with a maximum of $\pm 1/2$ inch (± 13 mm) from design dimensions.
 - 5. Sides of each box section shall not vary from being perpendicular to the top and bottom by more than $1/2$ - inch (± 13 mm) when measured diagonally between opposite interior corners of each end.
 - 6. Culvert units shall be cured by one of the methods listed in ASTM C 1433. The selected method shall be approved by the Construction Section.
- E. **Precast Reinforced Concrete Manholes, Catch Basins, Junction Boxes, and Safety Ends:** Precast reinforced concrete manholes, catch basins, junction boxes, and safety ends shall comply with the dimensions shown on the plans, and shall meet the following requirements:
 - 1. **Reinforcement:** Reinforcement shall be as shown on the plans, and shall not vary more than $1/4$ inch from the positions shown, except at pipe connections. At pipe connections no variance from the positions shown is allowed. Cover on reinforcement shall not be less than that shown on the plans.

2. **Workmanship:** Units shall be true to shape, and surfaces shall be smooth, dense and uniform in appearance. Units will be rejected for defeats in workmanship for any of the following:
 - a. Fractures or cracks passing through the wall, except for a single end crack that does not exceed the depth of the joint.
 - b. Surface defects indicating honeycombed or open texture that would adversely affect the function of the unit.
 - c. Damaged or cracked ends, where such damage would prevent making a satisfactory joint.
 - d. Any continuous crack having a surface width of 0.01 inch or more and extending for a length of 12 inches or more, regardless of position.

When approved, minor surface cavities or irregularities which do not impair the service value of the unit and which can be corrected without marring its appearance shall be pointed with approved patching material listed in the LDOTD AML (formerly QPL 49) as soon as forms are removed.

2.13 STEEL CASTINGS

- A. Steel castings for highway bridges shall comply with ASTM A 27, Grade 70-36.
- B. High strength steel castings shall comply with ASTM A 148.
- C. Chromium alloy steel castings shall comply with ASTM A 743, Grade CA-15.

2.14 IRON CASTINGS

- A. Castings shall be true to pattern in form and dimensions and free from pouring faults, sponginess, cracks, blowholes and other defects in positions affecting their strength and value for the services intended. Castings shall be boldly filleted at angles, and rises shall be cleaned of scale and sanded to a smooth, clean and uniform surface.
- B. Gray Iron Castings shall comply with AASHTO M 306.
- C. Malleable Castings shall comply with ASTM A 47, Grade 32510. Ductile Iron Castings shall comply with ASTM A 536, Grade 60-40-18. Castings weighing more than 1,000 pounds shall be ultrasonically tested for voids. If voids are found, the casting will be rejected.

PART 3 -- EXECUTION

3.1 GENERAL

- A. The CONTRACTOR shall install products in accordance with manufacturer's written instructions.

3.2 EXCAVATION

- A. The bottom of the trench shall be excavated to a minimum width of 18 inches on each side for all pipe. Surplus material shall be satisfactorily disposed of in accordance with Section 02200 – Earthwork.

3.3 FORMING PIPE BED

- A. When bedding material is specified additional excavation shall be performed below established grade and bedding material placed. When a suitable foundation cannot be obtained, unstable soil below established grade shall be removed and replaced with granular material or bedding material constructed in accordance with Section 02200 – Earthwork.

3.4 LAYING PIPE

- A. Pipe laying shall begin at the downstream end of the line. The pipe shall be in contact with the foundation throughout its length. Bell or groove ends of pipe and outside circumferential lapse of riveted metal pipe shall be placed facing upstream. Riveted seam metal pipe shall be placed with longitudinal laps at sides. Pipes in each continuous line shall have the same wall thickness. Metal pipes provided with lifting lugs shall be handled only by these lugs.
- B. After pipe has been laid and before backfill is placed, the ENGINEER will inspect the pipe for alignment, grade, integrity of joints, and coating damage.

3.5 JOINING PIPE

- A. **Joint Usage:**
 - 1. Type 1 (T1) joints shall be used for side drains under drives and similar installations.
 - 2. Type 2 (T2) joints shall be used for cross drains under roadways, including turnouts.
 - 3. Type 3 (T3) joints shall be used for closed storm drain systems, flumes and siphons.
- B. **Concrete Pipe:** Concrete pipe may be either bell and spigot, or tongue and groove. The method of joining pipe sections shall be such that ends are fully entered and inner surfaces are flush and even. An approved mechanical pipe puller shall be used for joining pipes over 36 inches (900 mm) in diameter. For pipe 36 inches (900 mm) or less in diameter, any approved method for joining pipe may be used which does not damage the pipe. Joints shall be as specified herein and shall be sealed with gasket material installed in accordance with the manufacturer's recommendations. Types 2 and 3 joints shall be wrapped with geotextile fabric for a minimum of 12 inches on each side of joint for pipe 36 inches or less in diameter and a minimum of 18 inches on each side of the joint for pipe greater than 36 inches in diameter. Ends of the fabric shall be lapped at least 10 inches. The edges and ends of fabric shall be suitably secured for the entire circumference of the pipe.
- C. **Metal Pipe:** Metal pipe shall be firmly joined by coupling bands. Bands shall be centered over the joint. For type 1 joints, approved gasket material shall be placed in one corrugation recess on each side of the joint at the coupling band and on each band connection in such manner to prevent leakage. When Type 2 or 3 joints are specified, joining of metal pipe sections shall conform to the following provisions:

1. **General:** Band joints shall be sealed with gasket material. Gasket material shall be placed in accordance with the plan details. The joint shall be wrapped with geotextile fabric for a minimum of 12 inches (300 mm) on each side of the connecting band for pipe diameters 36 inches (900 mm) or less and a minimum of 18 inches (450 mm) on each side of the connecting band for pipe diameters greater than 36 inches (900 mm). Ends of fabric shall be lapped at least 10 inches (250 mm). The edges and ends of fabric shall be suitably secured for the entire circumference of the pipe.
 2. **Circular Section:** Connecting bands shall be of an approved design and shall be installed in accordance with plan details.
 3. **Arch Section:** Connecting bands shall be a minimum of 12 inches (300 mm) wide for pipe arch less than 36 inches (900 mm) round equivalent diameter, and a minimum of 21 inches (525 mm) wide for 36 inches (900 mm) round equivalent diameter pipe arch and greater. Bands shall be connected at the ends by approved angle or strap connections. Connecting bands used for 36 inches (900 mm) round equivalent diameter pipe arch and above shall be 2-piece bands.
- D. **Plastic Pipe:** Joints for plastic pipe shall be either bell and spigot or split coupling bands. Types 2 and 3 joints shall be wrapped with geotextile fabric for a minimum of 12 inches (300 mm) on each side of the joint for pipes 36 inches (900 mm) or less in diameter and for a minimum of 18 inches (450 mm) on each side of the joint for pipes greater than 36 inches (900 mm) in diameter. The ends of the fabric shall be lapped at least 10 inches (250 mm). The edges and ends of the fabric shall be suitably secured for the entire circumference of the pipe.
1. **Bell and Spigot Type Joint System:** The method of joining pipe sections shall be such that ends are fully entered and inner surfaces are reasonably flush and even. An approved mechanical pipe puller shall be used for joining pipes over 36 inches (900 mm) in diameter. For pipe 36 inches (900 mm) or less in diameter, any approved method for joining pipe may be used which does not damage the pipe. Joints shall be approved and shall be sealed with a gasket system utilizing gasket material complying with Subsection 1006.06(a).
 2. **Split Coupling Type Joint System:** Split coupling bands shall comply with all dimensional and material requirements of Subsection 1006.07. The bands shall be centered over the joint. The split coupling band shall be secured to the pipe with a minimum of five stainless steel or other approved corrosion resistant bands.
 3. Joints shall be approved and shall be sealed with gasket materials. Gasket material shall be placed in the first two corrugation recesses on each side of the pipe connections. Gasket material shall also be placed on each band connection to prevent leakage. When flexible plastic gasket material is used, it shall be a minimum of 1/2 inch (13 mm) in size. The bands shall be tightened to create overlap of the band and shall adequately compress the gasket material.
- E. **Connections:** Approved connections shall be used when joining new pipes to existing pipes. When concrete collars are required in order to extend the ends of existing pipes that have been damaged or to join different types or sizes of pipes, the concrete collars

shall be constructed in accordance with plan details, the applicable requirements of Section 03901 – Portland Cement Concrete.

3.6 RELAYING PIPE

- A. If specified or directed, existing pipes shall be removed and suitable sections re-laid as specified for new pipes.

3.7 BACKFILLING

- A. Backfilling shall be per the plans and Section 02200 – Earthwork.

3.8 INSPECTION OF PIPES

- A. After completion of embankment and prior to roadway surfacing, the ENGINEER shall inspect pipes for proper alignment and integrity of joints. Any misaligned pipe or defective joints shall be corrected by the CONTRACTOR at no direct pay.
- B. **Plastic Pipe:** Installed plastic pipe shall be tested to ensure that vertical deflections do not exceed 5.0 percent. Maximum allowable deflections shall be governed by the mandrel requirements stated herein. Deflection tests shall be performed no sooner than 30 calendar days after installation and compaction of backfill. The pipe shall be cleaned and inspected for offsets and obstructions prior to testing. For pipe 36 inches and less in diameter, a mandrel shall be pulled through the pipe by hand to ensure that maximum allowable deflections have not been exceeded. The mandrel shall be approved or modified after approval will invalidate the test. If the mandrel fails to pass, the pipe is over-deflected. Unless otherwise permitted, over-deflected pipe shall be uncovered and, if not damaged, reinstalled. Damaged pipe shall not be installed, but shall be removed and replaced with new pipe. Any pipe subjected to any method or process other than removal, which attempts, even successfully, to reduce or cure any over-deflection, shall be removed and replaced with new pipe. For pipe larger than 36 inches (900 mm) in diameter, deflection shall be determined by a method approved by the ENGINEER. If a mandrel is selected the minimum diameter, length, and other requirements shall conform to the above requirements. Mandrel testing shall be conducted by the contractor in the presence of the ENGINEER. Mandrel testing shall be at no direct pay.
- C. **Metal Pipe:** If the inside diameter of metal pipe or rise dimensions of metal pipe arch deflects more than 5.0 percent from original dimensions, they shall be removed and reinstalled, unless they do not rebound or are damaged. Pipe or pipe arch which are damaged or do not rebound shall be removed and replaced at no direct pay. Measurement of deflection will be made by the ENGINEER away from rerolled ends.

3.9 CLEANING PIPES

- A. **Existing Pipes:** Pipes designated to be cleaned shall be cleaned of soil, debris, and other materials to the invert of the pipe. Designated pipes shall be cleaned by approved methods that will not damage the pipes. Any damage caused by the CONTRACTOR'S operations shall be satisfactorily repaired at no direct pay. Removed soil, debris and other materials shall be disposed of in accordance with Section 02200 – Earthwork, or as otherwise approved in writing.
- B. **Contractor Installed Pipes:** Prior to final acceptance, pipes shall be cleaned of all debris and soil to the invert of the pipe at no direct pay. Removed soil, debris, and other

materials shall be disposed of in accordance with Section 02200 – Earthwork, or as otherwise approved in writing.

3.10 STUBBING AND PLUGGING PIPES

- A. When it is required that pipes be plugged, such plugs shall be constructed of Class R concrete complying with Section 03901 – Portland Cement Concrete. Thickness of plug and method of construction shall be as directed.
- B. When new pipes are to be stubbed into new or existing pipes or other structures, the connection shall be made with approved mortar as specified herein.

3.11 MANHOLES, JUNCTION BOXES, AND CATCH BASINS

- A. Concrete construction shall conform to Section 03805 – Structural Concrete, and the plans. Joints shall be full mortar joints not more than 1/2 inch wide. When specified, outside faces of structures shall be plastered with 1/2-inch thick cement-sand mortar. Exposed surfaces of concrete and masonry shall be cured in accordance with Section 03805 – Structural Concrete.
- B. Precast concrete units shall be cast with specified number and size of pipe openings required for the drainage system; however, if additional pipe is required during construction for which no openings have been provided, the CONTRACTOR may make such openings provided any damaged units are replaced or satisfactorily repaired. Precast units shall be set to established grade within $\pm 1/2$ inch. Joints for sectional precast units shall be sealed with flexible plastic gasket material installed as to form a watertight seal. The joints of precast units shall be wrapped with geotextile fabric a minimum of 18 inches on each side of the joint. Ends of the fabric shall be lapped at least 10 inches. The edges and ends of the cloth shall be suitably secured.
- C. Metal frames shall be set in a full mortar bed. Conduit sections shall be flush on the inside of structure wall and project outside sufficiently for proper connection with the next conduit section. Masonry shall fit neatly and tightly around conduit.
- D. When grade adjustments of existing structures are specified, frames, covers and gratings shall be removed and walls reconstructed as required. Cleaned frames shall be reset at required elevation. Metal parts shall be thoroughly cleaned and placed in good repair. In lieu of adjusting structures, the CONTRACTOR may adjust structures by means of approved metal adjustment rings.
- E. New structures shall be cleaned of silt, debris or other foreign matter, and non - galvanized metal parts of new or adjusted structures shall be coated with asphaltic varnish as specified herein.
- F. The structure shall be backfilled with granular material in accordance with Section 02200 – Earthwork.
- G. Excavated material not satisfactory for backfill and surplus material shall be disposed of in accordance with Section 02200 – Earthwork.

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SECTION 02713 – TEMPORARY TRAFFIC CONTROLS

PART 1 -- GENERAL

1.1 THE REQUIREMENT

- A. The CONTRACTOR shall be responsible for the design, development, and implementation of a temporary traffic control device plan for all phases and portions of the WORK. The traffic control device plan will provide for safe and expeditious movement of traffic and pedestrians through the area of construction.
- B. The CONTRACTOR shall furnish, install, maintain, and remove temporary construction barricades, lights, signals, pavement markings and signs, and flaggers as indicated in his plan or as directed by the ENGINEER.
- C. Appropriate signs for special conditions shall be furnished and installed as required or as directed.
- D. Requirements for proper signs, barricades, barriers, channelizing devices, or other safety precautions promulgated by the CONTRACTOR's insurers will not be negated by these specifications.
- E. The CONTRACTOR shall assign one or more authorized Traffic Control Supervisors (TCS) to provide traffic control management for the execution of the WORK. If more than one TCS is assigned, then the CONTRACTOR shall provide a weekly schedule identifying who will be in charge of providing traffic control management on a daily basis. If the CONTRACTOR utilizes a subcontractor to provide traffic control management, the subcontractor's TCS shall meet all requirements set forth herein.

1.2 REFERENCE STANDARDS

- A. American Traffic Safety Services Association (ATSSA)

ATSSA	Quality Guidelines for Temporary Traffic Control Devices and Features
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- B. ASTM International (ASTM):

ASTM B209	Standard Specification for Aluminum and Aluminum Alloy Sheet and Plate
ASTM D4956	Standard Specification for Retroreflective Sheeting for Traffic Control
- C. Federal Highway Administration (FHWA):

MUTCD	Manual for Uniform Traffic Control Devices
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- D. Louisiana Department of Transportation and Development (LDOTD): AML

Approved Materials List	
TTC-00 (C)	Temporary Traffic Control General Notes

TTC-00 (D)	Layout for Placement of Road Work Next “XX” Miles and End Road Work Signs
TTC-01	Layout for Work Less than 15 Feet from the Traveled Way
TTC-02	Layout for Work Less than 15 Feet from the Traveled Way
TTC-03	Layout for Lane Closures on Two Lane Roads with Two Way Traffic Less Than 1600 Feet from Intersection
TTC-04	Layout for Lane Closures on Two Lane Roads with Two Way Traffic Greater Than 1600 Feet from Intersection
TTC-05	Layout for On - Site Diversion with Two Lane Traffic
TTC-06	Layout for Lane Closure on Four – Lane Undivided Highways
TTC-07	Layout for Lane Closure of Two Adjacent Lanes on Four – Lane Undivided Highways
TTC-08	Layout for Median Crossover on Divided Highways
TTC-09	Layout for One Lane Closure on Divided Highways
TTC-10	Layout for Lane and Sidewalk Closures in Urban Areas with Speed Limit Less than or Equal to 40 Miles per Hour
TTC-11	Layout for Lane Closure Using Temporary Barrier Rail on Divided Highways
TTC-12	Layout for Lane Closures Through Ramp Entrance and Exit Tapers
TTC-13	Layout for Lane Closure of Two Lanes on a Multi – Lane Highway
TTC-14	Layout for “Louisiana Left” on Interstate or Other Divided Highways
TTC-15	Layout for Short Duration Closure of Divided Highways
TTC-16	Layout for Temporary Road Closures
TTC-17	Layout for Moving Operations on Interstate or Other Multi – Lane Roadways
TTC-18	Layout for Moving Operations on Two – Way Two – Lane Roadways
TTC-19	Layout for Traffic Signal Installation and Maintenance at an Intersection
E. National Cooperative Highway Research Program (NCHRP)	
NCHRP 350	Recommended Procedures for the Safety Performance Evaluation of Highway Features

1.3 CONTRACTOR SUBMITTALS, SAMPLING, AND TESTING

- A. The CONTRACTOR shall provide submittals, samples for testing, and testing of materials in accordance with Section 01010 – General Requirements and Section 01030 – Submittals, Sampling and Testing Plan.

1.4 QUALITY CONTROL

- A. See Part 3 – Execution for Quality Control Requirements.

PART 2 -- PRODUCTS

2.1 GENERAL

- A. All Category I, II, and III portable work zone traffic control devices shall be crashworthy as determined by evaluations through NCHRP 350 for Test Level 3.
 - 1. **Category 1 Devices:** Category I devices are low mass, single piece traffic cones, tubular markers, single piece drums and flexible delineators and are, by definition, considered crashworthy devices meeting NCHRP 350 Criteria for Test Level III. Drum and light combinations with Type A or C warning lights and fastener hardware consisting of vandal-resistant ½ inch diameter cadmium plated steel bolts and nuts used with 1 1/2 inch diameter by ¾ cup washers are included as Category I devices. In lieu of testing for crashworthiness, acceptance of Category I devices for compliance with NCHRP 350 will be allowed based upon self – certification by the supplier. The supplier shall certify that the product is crashworthy in accordance with the evaluation criteria of NCHRP 350. Certification may be a one – page affidavit signed by the supplier, with supporting documentation kept on file to be furnished if requested.
 - 2. **Category 2 Devices:** Category II devices include other low mass traffic control devices such as portable barricades, either with or without lights and/or signs, portable sign stands, portable vertical panel assemblies, and drums with lights not meeting the drum and light combination requirements for Category I. Individual crash testing is required for Category II devices. FHWA letters of approval shall serve as verification that these devices comply with the crash testing requirements of NCHRP Report 350, Test Level III. The CONTRACTOR shall provide to the ENGINEER a listing of all the Category II Devices to be used, including a reference to the FHWA Work Zone letter number for each device. The CONTRACTOR shall certify that each device has been crash tested and meets the NCHRP 350 requirements.
 - 3. **Category 3 Devices:** NOT USED

2.2 BARRICADE WARNING LIGHTS

- A. Type A, B, and C barricade warning lights shall be in compliance with the MUTCD and shall be an approved product listed on the Louisiana Department of Transportation and Development Approved Materials List.

2.3 DRUMS, CONES, AND TUBULAR MARKERS

- A. **Drums and Super Cones:** Plastic drums shall be an approved product listed on the LDOTD AML. The design of drums and super cones shall comply with LDOTD TTC-00

(C). Reflective sheeting for drums and super cones shall be a minimum of six inches wide and shall meet the requirements of ASTM D4956, Type III, and the Supplementary Requirement S2 for reboundable sheeting as specified in ASTM D4956. Sheeting for drums shall be an approved material listed on the LDOTD AML.

- B. **Traffic Cones:** The design of plastic traffic cones shall comply with LDOTD TTC-00 (C). Reflective sheeting for cone collars shall be a minimum of six inches wide and shall meet the requirements of ASTM D4956, Type IV. Sheeting for plastic traffic cones shall be an approved material listed on the LDOTD AML. All traffic cones shall be a minimum of 36 inches in height.
- C. **Tubular Markers:** The design of tubular markers shall comply with LDOTD TTC-00 (C). Reflective sheeting for tubular markers shall meet the requirements of ASTM D4956, Type III. Sheeting for tubular markers shall be an approved material listed on the LDOTD AML. All tubular markers shall be a minimum of 28 inches in height.

2.4 TEMPORARY SIGNS, VERTICAL PANELS & BARRICADES

- A. **General:** All signs used for temporary traffic control shall comply with the MUTCD, the LDOTD Temporary Traffic Control Standards, and the CONTRACTOR's traffic control device plan. The design of temporary barricades and vertical panels shall comply with LDOTD TTC – 00 (C). Only Type III barricades will be allowed. The design of vertical panels shall comply with LDOTD TTC – 00 (C).
- B. **Substrate:** Substrate for barricade panels shall be either wood or rigid thermoplastic. Substrate for portable signs shall be aluminum, wood, or plastic. Substrate for post mounted signs shall be aluminum, wood, rigid thermoplastic, or aluminum clad low density polyethylene plastic.
 - 1. **Aluminum:** Aluminum Substrate shall be 0.080-inch thick sheeting complying with ASTM B209, Alloy 6061-T6 or Alloy 5052-H38.
 - 2. **Wood:** Wood substrate shall be plywood sheeting of exterior type grades High Density Overlay or Medium Density Overlay. Panels shall be a minimum of 5/8-inch thick and shall comply with the latest American Plywood Association specifications and shall be identified with the APA edge mark or back stamp to verify inspection and testing. Prior to application of the reflective sheeting, the surface shall be sanded with steel wool or fine sandpaper and wiped thoroughly clean. The surface shall be allowed to dry for eight (8) hours prior to the application of sheeting. Cut edges of plywood panels shall be sealed with aluminum pigmented polyurethane sealer.
 - 3. **Plastic:** Plastic substrate for barricade panels and signs shall be as follows:
 - a. **Fiber Reinforced Vinyl (PVC):** The substrate shall have a nominal composite thickness of 0.04 inches and shall be bonded to an approved retroreflective material by the manufacturer.
 - b. **Rigid Thermoplastic:** Rigid thermoplastic substrate shall consist of either High Density Polyethylene (HDPE) or High Density Polycarbonate (HDPC). The rigid thermoplastic for barricade panels shall be hollow core HDPE or HDPC with a minimum thickness of 0.625-inch thick blow molded substrate. The thermoplastic for sign panels shall be either 0.4000inch thick thin wall, fluted substrate or 0.625-inch thick blow molded substrate. Substrates shall be sufficiently rigid to maintain a flat face and shall be capable of attachment to the

sign mounting in such a manner as not to crush or otherwise deform the substrate. Reflectorized sheeting applied to rigid thermoplastic shall have its manufacturer's approval for use on the substrate.

- c. **Aluminum Clad Low Density Polyethylene (AL/LDPE) Plastic:** Aluminum clad low density polyethylene plastic shall be 0.080-inch thick. The substrate shall be sufficiently rigid to maintain a flat face and shall be capable of attachment to the sign mounting in such a manner as not to crush or otherwise deform the substrate. Reflectorized sheeting applied to aluminum clad low density polyethylene shall have its manufacturer's approval for use on the substrate.
- C. **Reflective Sheeting:** Reflective sheeting for temporary signs and barricades shall be an approved material listed on the LDOTD AML, and shall comply with the requirements of ASTM D4956, Type III. On the main line of freeways and expressways, the initial advance warning sign shall be fabricated using sheeting complying with the requirements of ASTM D4956, Type X (Fluorescent Orange).

PART 3 -- EXECUTION

3.1 GENERAL

- A. Temporary signs, barricades, and related devices shall be required when the WORK is in progress or when work is suspended. During such times that temporary signs, barricades, and related devices are not in place, appropriate existing regulatory signs shall be maintained by the CONTRACTOR. WORK shall not begin until signs, barricades, and other devices have been erected.
- B. When signs to be furnished and erected by the CONTRACTOR are in place, the CONTRACTOR's Traffic Control Supervisor (TCS) shall cover any standard signs that are in conflict with the temporary signs.
- C. When placing signs, the CONTRACTOR shall coordinate with the ENGINEER in covering OWNER's signs or signs owned by other entities so that all appropriate signs remain in place.
- D. Signs shall remain in place and be maintained by the CONTRACTOR, supplemented by other signs as required, throughout the execution of the WORK. When previously used signs are to be utilized on the project, the ENGINEER will review and approve these signs prior to installation. The ENGINEER will require any sign with reduced reflectivity or excessive fading to be removed from the work zone. In the case of a dispute over a rejected used sign, the ENGINEER may at his discretion require measurements to be taken or review reflectivity or color data obtained by the CONTRACTOR to determine if the sign meets minimum standards for new materials. Signs that do not meet the minimum standards for new materials shall be replaced by the CONTRACTOR at his expense.
- E. Signs, barricades, and related devices furnished and placed by the CONTRACTOR shall, upon removal, remain property of the CONTRACTOR.
- F. When a work area has been established on one side of the roadway only, there shall be no conflicted operations or parking on the opposite shoulder within 500 feet of the work area.

- G. Parking of vehicles or unattended equipment, or storage of materials within the clear zone shall not be permitted. If the clear zone is not defined on the plans, the ENGINEER will inform the CONTRACTOR of the clear zone.
- H. Sight distance shall be considered when placing traffic control devices.
- I. **Advanced Warning Area and Flashing Arrow Board:** When specified, advance warning arrow panels for temporary traffic control shall be provided. Panels shall be one of the specified types complying with the MUTCD. If none is specified, Type C panels shall be provided. Flashing arrow boards shall be 4 feet by 8 feet.

3.2 MINIMUM REQUIREMENTS FOR TRAFFIC CONTROL SETUP

- A. General: Minimum traffic control devices shown on reference standards shall be the minimum, and it shall be the CONTRACTOR's responsibility to ensure that appropriate devices are employed and maintained during the duration of construction.
- B. Minimum Traffic Control Device Layout for various construction situations shall be as indicated in the table below. These minimum requirements are the minimum required, and it shall be the CONTRACTOR's responsibility to supplement the minimum arrangements as required. The use of these minimum layouts does not relieve the CONTRACTOR from the responsibility of submitting a traffic control device plan sealed by a licensed professional engineer.

Minimum Requirement	Reference Layout
Layout for Placement of Road Work Next "XX" Miles and End Road Work Signs	LDOTD TTC – 00 (D)
Layout for Work Less than 15 Feet from the Traveled Way	LDOTD TTC – 01
Layout for Work Less than 15 Feet from the Traveled Way	LDOTD TTC – 02
Layout for Lane Closures on Two Lane Roads with Two Way Traffic Less Than 1600 Feet from Intersection	LDOTD TTC – 03
Layout for Lane Closures on Two Lane Roads with Two Way Traffic Greater Than 1600 Feet from Intersection	LDOTD TTC – 04
Layout for On - Site Diversion with Two Lane Traffic	LDOTD TTC – 05
Layout for Lane Closure on Four – Lane Undivided Highways	LDOTD TTC – 06
Layout for Lane Closure of Two Adjacent Lanes on Four – Lane Undivided Highways	LDOTD TTC – 07

Layout for Median Crossover on Divided Highways	LDOTD TTC – 08
Layout for One Lane Closure on Divided Highways	LDOTD TTC – 09
Layout for Lane and Sidewalk Closures in Urban Areas with Speed Limit Less than or Equal to 40 Miles per Hour	LDOTD TTC – 10
Layout for Lane Closure Using Temporary Barrier Rail on Divided Highways	LDOTD TTC – 11
Layout for Lane Closures Through Ramp Entrance and Exit Tapers	LDOTD TTC – 12
Layout for Lane Closure of Two Lanes on a Multi – Lane Highway	LDOTD TTC – 13
Layout for “Louisiana Left” on Interstate or Other Divided Highways	LDOTD TTC – 14
Layout for Short Duration Closure of Divided Highways	LDOTD TTC – 15
Layout for Temporary Road Closures	LDOTD TTC – 16
Layout for Moving Operations on Interstate or Other Multi – Lane Roadways	LDOTD TTC – 17
Layout for Moving Operations on Two – Way Two – Lane Roadways	LDOTD TTC – 18
Layout for Traffic Signal Installation and Maintenance at an Intersection	LDOTD TTC – 19

3.3 DROP – OFFS

- A. Minimum temporary traffic control devices for Drop – offs shall be as indicated on LDOTD TTC-00 (C)

3.4 CHANNELIZING DEVICES

- A. Tubular markers, drums, super cones, vertical panels, and traffic cones may be utilized as channelizing devices. During nighttime operations, 36 – inch traffic cones will not be allowed.
- B. Retroreflective material pattern used on super cones shall match that used on drums.

C. Tangent Areas:

1. **Standard Spacing:** Standard spacing shall be as indicated on LDOTD TTC – 00 (C).

2. **Daylight Operations:** Drums and super cones shall be spaced at standard spacing. All other devices shall be spaced at ½ of standard spacing.
3. **Nighttime Operations:** Drums and super cones at standard spacing shall be the only devices allowed.

D. Taper Areas:

1. Standard Spacing: Standard spacing shall be as indicated on LDOTD TTC – 00 (C).
 2. Daylight Operations: Drums and shall be spaced at standard spacing. All other devices shall be spaced at ½ of standard spacing.
 3. Nighttime Operations: Drums at standard spacing shall be the only devices allowed.
- E. Type C Steady Burn Lights shall be used on all channelizing devices in the taper and on the first two devices in the tangent at night.
- F. Typical channelizing device lateral placement (do not include when it is used as a divider for opposing directions of traffic) shall be two feet off the lane line of the closed lane or two feet off the shoulder.
- G. Devices may be adjusted laterally to accommodate ongoing work in the immediate vicinity but must be returned to the closed lane after to work activity has moved.
- H. Channelizing devices in the tangent area shall be of the same type.
- I. Channelizing devices in the taper area shall be of the same type.

3.5 TYPE III BARRICADES

- A. Only Type III Barricades may be utilized.
- B. When used for overnight closures, two Type B High Intensity lights shall supplement all barricades that are placed in a closed lane or that extend across a highway.
- C. When signs and lights are mounted to a barricade, they must meet NCHRP Report 350 and MASH requirements.
- D. A truck with a truck – mounted attenuator may be substituted for a barricade when workers are present.
- E. Barricades, at a minimum, shall be placed:**
1. At the beginning of a closed lane or shoulder and at 1,000 foot intervals where no active work is ongoing and the lane must remain closed. A minimum of two (2) barricades shall be placed if the lane or shoulder closure is less than 2,000 feet (One barricade shall be placed at the beginning of the lane closure after the buffer space and one shall be placed in the middle of the lane closure);
 2. Before each or group of unfilled holes or holes filled with temporary material;
 3. Before uncured concrete;

4. In the closed lane on each side of every intersection and crossover (do not block sight distance);
5. In front of piles of material (dirt, aggregate, broken concrete), culverts, and equipment which is near the work zone.

3.6 SIGNS

- A. One Type B high intensity light shall be used to supplement the first sign or pair of signs that gives a warning about a lane closure during nighttime operations.
- B. CONTRACTOR shall use caution not to damage existing signs which remain in place. Any such signs damaged shall be replaced at the cost of the CONTRACTOR.
- C. All signs shall be covered with a strong, lightweight material when not applicable. Burlap will not be acceptable for covering signs.
- D. When portable sign frames are used, they shall be moved to an area inaccessible to traffic and not visible to drivers.
- E. Left side mounted signs will not be required for roadways with a center left turn lane and for undivided roadways.
- F. Vinyl roll up signs may be used if work zone is in place for 12 hours or less, there are no more than 2 lanes in each direction, and if signs meet all size, color, retro reflectivity, and NHCPR 230 Report or MASH requirements.
- G. One foot portable sign stands may be used if work zone is in place for 12 hours or less, the pre – construction posted speed limit is less than 45 miles per hour, and there are no more than 2 lanes in each direction.
- H. All signs shall be visible to the drivers. No obstructions such as on – street parking or other traffic control devices shall block the sign.
- I. On divided highways, signs shall be placed on the right and the left.

J. Sign Posts:

1. Signs measuring 10 square feet or less shall be mounted on 1 rigid post.
 2. Signs measuring over 10 square feet shall be mounted on two (2) rigid posts.
 3. Signs measuring over 20 square feet shall be mounted on at least three (3) rigid posts.
 4. Allowable lap splices for U – channel posts shall be as indicated on LDOTD TTC -00 (C).
- K. Sign height and offset from roadway shall be per LDOTD TTC – 00 (C).

3.7 FLAGGING

- A. All flaggers shall be qualified. The CONTRACTOR shall be responsible for training or assuring that all flaggers are qualified to perform flagging duties.

- B. A qualified flagger is one that has completed courses such as those offered by ATSSA, Association of General Contractors, or other courses as approved by the LDOTD Work Zone Task Force.
- C. When utilized, flaggers shall use a minimum 18-inch octagonal shape sign on minimum 6-foot stop/slow paddle and wear ANSI Class 2 Lime Green Vest during daytime operations and ANSI Class 3 Lime Green Ensemble during night operations.
- D. In all flagging operations, the flagger must be visible from the flagger advance warning sign.

3.8 FLASHING ARROW BOARDS

- A. Flashing arrow boards should be placed on the shoulder. When there is no shoulder or median area, the arrow board shall be placed within the closed lane behind the channelizing devices and as close to the beginning of the taper as practical.
- B. Flashing arrow boards shall be delineated with retroreflective devices.
- C. At no time shall the arrow board encroach upon the traveled way. When flashing arrow boards are not in use, they shall be shielded by a guard rail or barriers or removed.
- D. Arrow boards shall only be used for lane reduction tapers and shall not be used for lane shifts.

3.9 DUTIES OF THE TRAFFIC CONTROL SUPERVISOR (TCS)

- A. The CONTRACTOR's TCS's responsibility shall be traffic control management, and the TCS shall be available to the ENGINEER to address traffic control issues as required. The following duties shall be the primary responsibilities of the CONTRACTOR's TCS:
 1. The TCS shall personally provide traffic control management and supervision services at the site of the WORK. The TCS may have other duties, but shall be readily available at all times to provide TCS duties as required. A minimum of one TCT shall be required on site during all working hours.
 2. The TCS shall be responsible for observing and evaluating both the day and night time performance of all traffic control devices installed on the project, in accordance with the traffic control plan to ensure that the devices are performing effectively as planned for both safety and traffic operations. This shall be done upon the initial installation of traffic control devices and when any modifications and/or changes are made, in addition to regular inspection requirements as specified herein.
 3. The TCS shall be responsible for the training of flagging personnel. This training shall ensure that all flagging is in compliance with the MUTCD, Part VI and the Louisiana Work Zone Traffic Control Details.
 4. The TCS shall coordinate all traffic control operations for the duration of the contract, including those of subcontractors, utility companies, and suppliers, to ensure that all traffic control is in place and fully operational prior to the commencement of any work. The ENGINEER recognizes that the TCS does not have direct control over the traffic control operations of utility companies. The coordination required by the TCS when dealing with utility companies is specifically for the purpose of coordinating concurrent utility traffic control with any other construction traffic control to avoid conflicts.

5. The TCS shall coordinate, in writing, all project activities with the appropriate law enforcement, fire control agencies, and other appropriate public entities as determined at the pre – construction conference. The TCS shall also invite the above agencies to the pre – construction conference.
 6. The TCS shall prepare and submit statements concerning road closures, delays, and other project activities to the OWNER or ENGINEER when directed by the ENGINEER.
 7. The TCS shall be responsible for notifying the ENGINEER of all vehicular accidents and/or incidents related to the project traffic control. The time and date of the notification shall be documented in the traffic control diary. The TCS shall also monitor and document queues that occur.
 8. The TCS assigned to the project shall attend the pre – construction conference and all project meetings.
 9. The TCSA shall be responsible for the maintenance, cleanliness, and removal of traffic control plan during working and non – working hours.
- B. **Traffic Control Diary:** The TCS shall maintain a project traffic control diary in a bound book. The CONTRACTOR shall obtain sufficient number of the diaries from the Louisiana Association of General Contractors (LAGC). The TCS shall keep the traffic control diary on a daily basis and shall sign each daily entry. Entries shall be made in ink, and there shall be no erasures or white – outs. Incorrect entries shall be struck out and then replaced with the correct text. Photographs and videotapes may be used to supplement written text. The diary shall be available at all times to the ENGINEER and a copy shall be submitted to the ENGINEER on a monthly basis. Failure to submit the diary will result in requests for payments being withheld until the past due copies of the diary are submitted. The traffic control diary shall become property of the ENGINEER at the completion of the WORK.
- C. **Traffic Control Plan Revisions:** Where revisions are made to the traffic control plan, regardless of whether or not the changes were promulgated by the CONTRACTOR, OWNER, or ENGINEER, a revised traffic control device plan shall be submitted by the CONTRACTOR.
- D. **Inspection of Traffic Control:** The TCS shall be responsible for the inspection of all traffic control devices every calendar day that traffic control devices are in use. This inspection may be delegated to the TCT. The “Quality Guidelines for Work Zone Traffic Control Devices” shall be used to evaluate the condition of the traffic control devices to determine if acceptable for use. The TCS shall provide for the immediate repair, cleaning, or replacement of any traffic control devices not functioning as required to ensure the safety of motorists, pedestrians, and construction personnel and/or not meeting the ATSSA standard. Inspection of traffic control devices shall be conducted by the TCS at the beginning and end of each workday, and as directed by the ENGINEER during the workday. The traffic control devices shall be inspected by the TCS on weekends, holidays, or other non – work days at least once per day. Traffic control devices shall be inspected by the TCS at least once per week during nighttime periods and the same night after any modifications or changes have been made in the traffic control devices.
- E. **Traffic Control Officer:** In some cases, and with the agreement of the ENGINEER, a Traffic Control Officer (TCO) may be utilized onsite where equipment is in or near to a roadway to assist in alerting or directing traffic near the work area. If required by the

OWNER, responsibility of payment for the TCO shall be the responsibility of the OWNER. If required by the CONTRACTOR's traffic control plan, responsibility of payment for the TCO shall be the responsibility of the CONTRACTOR.

3.10 FAILURE TO COMPLY WITH TRAFFIC CONTROL PLAN

- A. The ENGINEER may suspend all or part of the CONTRACTOR's operation(s) for failure to comply with the reviewed traffic control plan or for failure to correct unsafe traffic conditions within a reasonable period of time after such notification is given to the CONTRACTOR in writing.
- B. In the event that the CONTRACTOR does not take appropriate action to bring the deficient traffic control into compliance with the traffic control plan or to correct unsafe traffic conditions, the OWNER and ENGINEER may employ others to correct the unsafe traffic conditions. Such costs will be deducted from payments due the CONTRACTOR.

- END OF SECTION -

SECTION 02716 – VEGETATIVE AND FIBER MULCH

PART 1 -- GENERAL

1.1 THE REQUIREMENT

- A. The CONTRACTOR shall furnish and place an approved vegetative or fiber mulch with a tacking agent on seeded areas to promote seed germination and growth, while temporarily protecting the soil from erosion.

1.2 REFERENCE STANDARDS

- A. Louisiana Department of Transportation & Development AML

Approved Materials List

- B. Texas Transportation Institute

Field Performance Testing of Erosion Control Products

1.3 CONTRACTOR SUBMITTALS, SAMPLING, AND TESTING

- A. The CONTRACTOR shall provide submittals, samples for testing, and testing of materials in accordance with Section 01010 – General Requirements and Section 01030 – Submittals, Sampling and Testing Plan.

1.4 QUALITY ASSURANCE

- A. NOT USED

1.5 DELIVERY, STORAGE, AND HANDLING:

- A. Vegetative and fiber mulch shall be delivered in bales or bags of uniform size. Storage of mulching materials shall be in accordance with the supplier's recommendations. Mulch stockpiles shall be protected from the weather.

PART 2 -- PRODUCTS

2.1 GENERAL

- A. The contractor shall notify the engineer at least 7 calendar days in advance of commencing operations so that the mulch can be inspected and approved prior to use.

2.2 TACKED VEGETATIVE MULCH

- A. Vegetation shall consist of pine straw, stems or stalks of oats, rye, rice, or other approved straws. The contractor may also use hay obtained from various legumes and grasses such as lespedezas, clover, vetches, soybeans, Bermuda, Dallis, carpet sedge, fescue or other approved legumes or grasses of any combination thereof. Straw or hay shall be reasonably dry and free from mold, Johnson grass or other noxious weeds.
- B. Vegetative mulch shall be tacked with one of the following:

1. Approved emulsified asphalt;
2. An approved tacking agent for vegetative mulch listed in the Qualified Products List (QPL 72). The minimum allowable vegetation density for source approval of tacked vegetative mulch shall be 70 percent for clay soils and 60 percent for sandy soils when evaluated in accordance with the Texas Transportation Institute (TTI) Field Performance Testing Procedure of Selected Erosion Control Products.

2.3 FIBER MULCH PRODUCTS

- A. Fiber mulch products shall be listed in the LDOTD AML (Formerly QPL 72) and consist of organic fiber mulches. The minimum allowable vegetation density for source approval of fiber mulch products shall be 70 percent for clay soils and 60 percent for sandy soils when evaluated in accordance with the TTI Field Performance Testing Procedure of Selected Erosion Control Products.

PART 3 -- EXECUTION

3.1 GENERAL

- A. Mulching shall follow seeding operations within 48 hours. Mulch shall not be sprayed on structures. All stains resulting from the mulch or the tacking agent shall be removed, and the surface left in acceptable condition. During windy conditions the contractor shall make adjustments in operations to ensure uniform spreading.
- B. Damage to seeded areas shall be repaired and re-seeded at no additional cost to the OWNER.

3.2 TACKED VEGETATIVE MULCH

- A. Vegetative mulch shall be distributed uniformly over the seeded area by blowing it simultaneously with an approved tacking agent. Jet nozzles in the muzzle of the blower shall be spaced to provide a uniform coating of the mulch as it is blown through the nozzles. The tacked vegetative mulch shall be loose enough to allow air to circulate, but compact enough to partially shade the ground and reduce the impact of rainfall on the soil surface. Mulching shall begin at the top of the slopes and extend downward. Blower pipe extensions shall be used where slopes cannot be reached by the blower.

3.3 FIBER MULCH

- A. The application equipment shall have a built in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix the fiber mulch, water and any tacking agent that is part of the fiber mulch system. The fibers shall be kept in uniform suspension throughout the mixing and distribution cycles. The slurry distribution lines shall be large enough to prevent stoppage. Hydraulic spray nozzles in the discharge line shall provide uniform distribution of the slurry.

3.4 SPREADING RATES

- A. Tacked Vegetative Mulch: Vegetative mulch shall be applied at a rate of 1 1/2 to 2 tons of mulch per acre simultaneously with the tacking agent. Final application rates for the tacking agent shall be in accordance with the application rate shown in the LOTD AML (Formerly QPL 72) for the particular type of vegetative mulch being used.

- B. Fiber Mulch: Fiber mulch shall be applied as a slurry at a rate of 1 to 1 1/2 tons per acre based on dry weight of the fibers. The application rate of the tacking agent, if not pre- blended with the fibers by the manufacturer, shall be in accordance with the application rate shown in the LOTD AML (Formerly QPL 72) for the particular type of fiber being used.

3.5 MANUAL SPREADING

- A. In order to prevent defacing structures, mulch shall be manually spread around structures. When manual spreading is performed, mulch shall be placed in a shredded condition, after which the tacking agent shall be sprayed over the mulch at the specified rate.

- END OF SECTION –

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SECTION 02717 – SEEDING

PART 1 -- GENERAL

1.1 THE REQUIREMENT

- A. The CONTRACTOR shall prepare seed beds and furnish and show grass seed on the area shown on the plans or as directed.
- B. Unless otherwise specified, seed shall be applied mechanically in a dry condition.
- C. The CONTRACTOR shall obtain the services of an established soil testing entity to coordinate soil sampling, perform testing and analyses, and prepare recommendations for materials and procedures to be used during the preplanting phase of new turf establishment. When practicable, soil testing shall be performed early enough to permit agricultural lime or other additives (if required) to be applied sufficiently in advance of planting so that the soil pH adjustment will occur before planting. Samples shall be tested and analyzed to determine pH and fertility conditions. The test results and recommendations shall be used to determine the quantities of agricultural lime and fertilizer required for preplanting applications. A copy of the test report with recommendations shall be furnished to the ENGINEER. Testing will be at no direct pay. Agricultural lime recommendations shall consider probable time of application.

1.2 REFERENCE STANDARDS

- A. NOT USED

1.3 CONTRACTOR SUBMITTALS, SAMPLING, AND TESTING

- A. The CONTRACTOR shall provide submittals, samples for testing, and testing of materials in accordance with Section 01010 – General Requirements and Section 01030 – Submittals, Sampling and Testing Plan.

1.4 QUALITY ASSURANCE

- A. NOT USED

1.5 DELIVERY, STORAGE, AND HANDLING:

- A. NOT USED

PART 2 -- PRODUCTS

2.1 TOPSOIL

- A. Topsoil, if required, shall be per Section 02200.

2.2 FERTILIZER

- A. Fertilizer shall be as specified in Section 02718 – Fertilizer and Agricultural Lime.

2.3 AGRICULTURAL LIME

- A. Agricultural Lime shall be as specified in Section 02718 – Fertilizer and Agricultural Lime.

2.4 SEED

- A. Seed shall comply with requirements of Louisiana law. minimum percentage of pure live seed and the maximum percentage of weed seed permitted shall be in accordance with the table below:

Variety	Minimum Percent of Pure Live Seed (Purity Times Germination Including Hard Seed by Count)	Maximum Percent of Weed Seed by Count
Hulled Bermuda	83	1
Pensacola Bahia	81	2
Crimson Clover	78	1
Kentucky 31 Fescue	80	1
Unhulled Bermuda	80	1
Ball Clover	80	1
Vetch	80	1
Lespedeza	80	1
Annual Rye	80	1
Browntop Mullet	80	1

- B. Each variety of seed shall be furnished and delivered in separate bags or other containers. Each bag or container shall bear an analysis tag which is a minimum No. 6 standard shipping tag having all information required by the Louisiana Seed Law.
- C. Seed furnished shall be the previous season's crop (the last crop year for the crop kind in question) and the date of analysis shown on each tag shall be within 5 months (excluding the month in which the test is completed) of the time of delivery to the project. Noxious weeds shall be interpreted to mean that list of weeds, except Bermuda, which has been adopted by the Louisiana Seed Commission as being noxious in Louisiana. Noxious weed seeds shall not exceed the limitations prescribed in the regulations and in no case shall they exceed 500 per pound. Analysis tags shall be removed from each bag or container only by the ENGINEER or an authorized representative.

PART 3 -- EXECUTION

3.1 SOIL AREAS AND SEED SELECTION

- A. The CONTRACTOR's seed supplier shall recommend and select seed mixture on the basis of the five general areas described below and the time of planting. Seed mixtures, soil areas, and planting and establishment dates are detailed in the table below.

- 1) Area 1 – Alluvial Soils of Mississippi and Red River Bottoms
- 2) Area 2 – Mississippi Terraces and Loessial Soils
- 3) Area 3 – Coastal Plain Soils
- 4) Area 4 - Coastal Prairie Soils
- 5) Area 5 - Ouachita River Bottom

Type	Seed Mixture	Minimum Pounds per Acre (Respectively)	Soil Area	Planting Dates	Establishment Period
A	Hulled Bermuda	30	1,2,3,4,5	Mar – Sep	Mar – Dec
B	Hulled Bermuda, Crimson Clover	20, 25	1,2,3,5	Feb – Mar	Feb – Jun
C	Kentucky 31 Fescue, Unhulled Bermuda	25,20	1,2,3,4,5	Sep – Feb	Sep – May
D	Unhulled Bermuda, Crimson Clover	20, 40	1,2,3,4,5	Sep – Feb	Sep – May
E	Pensacola Bahia	25	1,2,3,5	Mar – Sep	Mar – Dec
F	Ball Clover, Unhulled Bermuda	25, 20	1,2,3,4,5	Feb – Mar	Feb – Jun
G	Vetch, Unhulled Bermuda	40, 20	1,2,3,4,5	Sep – Oct	Sep – Jan
H	Annual Rye	30	1,2,3,4,5	Sep – Jan	Sep – Apr

3.2 PREPARATION OF SEED BED

- A. Seed beds shall be prepared by disking, harrowing or other approved methods. Soil on slopes of 3-horizontal-to-1-vertical and flatter shall be tilled to a minimum of 4 inches depth. On slopes between 3-horizontal-to-1-vertical and 1- horizontal-to-1 vertical, the soil shall be tilled to a minimum of 2 inches depth by scarifying with heavy rakes, or other methods. Rototillers may be used where soil conditions and length of slope permit. On slopes 1- horizontal-to-1-vertical and steeper, no tillage is required. Drainage patterns shall be maintained as indicated on the plans. Areas compacted by construction operations shall be completely pulverized by tillage. Soil used for repair of surface erosion or grade deficiencies shall conform to topsoil requirements. The pH adjuster, fertilizer, and soil conditioner may be applied during this procedure. The prepared surface shall be a maximum 1 inch below the adjoining grade of any surfaced area. New surfaces shall be blended to existing areas. The prepared surface shall be completed with a light raking to remove debris.
- B. **Lawn Area Debris:** Debris and stones over a maximum of 5/8- inch in any dimension shall be removed from surfaces designated on the plans as lawn areas or as directed by the ENGINEER.
- C. **Field Area Debris:** Debris and stones over a maximum of 3-inches (75 mm) in any dimension shall be removed from the surface
- D. **Protection:** Prepared surface areas shall be protected from compaction or damage by vehicular or pedestrian traffic and surface erosion.

3.3 PERMANENT SEEDING

- A. Seed shall be planted within the dates specified above, unless otherwise directed or permitted by the ENGINEER.

3.4 TEMPORARY SEEDING

- A. During construction, temporary seeding shall be placed as directed. Temporary seeding may be any of the types specified above. Annual rye grass shall be the only acceptable grass for winter cover.

3.5 WATERING

- A. When deemed necessary due to dry conditions, seeded areas shall be periodically watered until final acceptance at no direct pay.

3.6 SEED ESTABLISHMENT PERIOD

- A. Turf will be considered to be established and completed when the areas to be turfed have produced Bermuda grass stems or runners which overlap adjacent Bermuda grass growth over a minimum of 85 percent of the entire area as determined by the ENGINEER by random sampling on a square yard basis and when the areas to be turfed have no spots greater than 4 square feet that are void of Bermuda grass.
- B. Acceptance of the entire turfed area will be based on the ENGINEER's visual inspection and determination of the required coverage. Acceptance will be based on coverage by Bermuda grass only. Dying or dead turf and eroded areas will not be accepted. Partial

areas will not be accepted unless determined by the ENGINEER to be in the best interest of the OWNER.

3.7 HYDROSEEDING

- A. Hydro-seeding shall consist of mixing and applying seed, commercial fertilizer, lime, polyacrylamide tackifier, and mycorrhizal inoculum with paper or wood fiber and water. Seed and commercial fertilizer shall be uniformly spread over the area at the rates specified in Table 717-1 and Table 718-1. Paper or wood fiber shall be mixed and applied with the seed in accordance with the manufacturer's recommendations and as approved by the ENGINEER. The CONTRACTOR will be permitted to include fertilizer and lime in the seeding slurry for application during hydro-seeding operations.
- B. The application rate for pellet-inoculated seed shall be determined using the seed mass exclusive of inoculant materials.
- C. The materials and the quantities thereof to be mixed with water will be specified. The quantity of water shall be mixed as needed for application.
- D. Mixing of materials for application with hydro-seeding equipment shall be performed in a tank with a built-in continuous agitation system with sufficient operating capacity to produce a homogeneous mixture, and with a discharge system that will apply the mixture at a continuous and uniform rate. The tank shall have a minimum capacity of 962 gallons (3700 L). The ENGINEER may authorize use of equipment of smaller capacity if it is demonstrated that the equipment is capable of performing all operations satisfactorily.
- E. A dispersing agent may be added to the mixture provided evidence is furnished showing that the additive will not affect germination. Any material considered detrimental, as determined by the ENGINEER, shall not be used.
- F. Any mixture containing polyacrylamide tackifier during rainy weather, or when soil temperatures are below 41°F (5°C) or if the wind speed is above 20 miles per hour (32 km/h). Pedestrian traffic or equipment shall not be permitted to enter areas where hydro- seeding has been applied.

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SECTION 02727 – MOBILIZATION

PART 1 -- GENERAL

1.1 GENERAL

- A. CONTRACTOR shall mobilize as required for the proper performance and completion of the WORK and in accordance with the Contract Documents.
- B. Mobilization shall include at least the following items:
 - 1. Moving onto the Site of CONTRACTOR's plant and equipment necessary for the first month of operations.
 - 2. Installing temporary construction power, wiring, and lighting facilities.
 - 3. Establishing fire protection system.
 - 4. Developing construction water supply.
 - 5. Providing on-Site sanitary facilities and potable water facilities.
 - 6. Arranging for and erection of CONTRACTOR's WORK and storage yards.
 - 7. Constructing and implementing security features and requirements as specified.
 - 8. Obtaining required permits.
 - 9. Having OSHA required notices and establishing safety programs.
 - 10. Having the CONTRACTOR's superintendent at the Site full time.
 - 11. Submitting initial submittals.

1.2 PAYMENT FOR MOBILIZATION

- A. The CONTRACTOR's attention is directed to the condition that no payment for mobilization, or any part thereof, will be recommended for payment under the Contract until mobilization items listed above have been completed.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

- END OF SECTION –

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