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Specifications and  
Contract Documents

**WASTEWATER MANHOLE REHABILITATION  
WESTBANK EDGARD AND LUCY AREAS**

**LOUISIANA DEPARTMENT OF ENVIRONMENTAL  
QUALITY STATE REVOLVING FUND PROGRAM**

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Prepared for:

**ST. JOHN THE BAPTIST PARISH**  
**1801 W. Airline Hwy.**  
**LaPlace, LA 70068**

JUNE 2018  
PEC PROJECT NO. 10929-4

Prepared by:



**PEC**  
PROFESSIONAL  
ENGINEERING  
CONSULTANTS  
CORPORATION

7600 Innovation Park Drive  
Baton Rouge, LA 70820  
P: 225.769.2810  
F: 225.769.2882  
PECLA.com

SET NO. \_\_\_\_\_

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Contract Documents

**WASTEWATER MANHOLE REHABILITATION  
WESTBANK EDGARD AND LUCY AREAS**

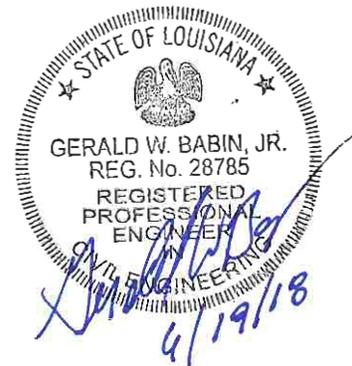
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## SECTION 00030

### ADVERTISEMENT FOR BIDS

#### **St. John the Baptist Parish Council (herein referred to as the "Owner")**

Sealed bids shall be received by the Owner for the construction of the project described as follows: Wastewater Manhole Rehabilitation – Westbank Edgard and Lucy Areas, consisting of wastewater manhole cleaning, repairs and the application of a multi-component liner system to prevent hydrostatic infiltration.

Bids shall be addressed to the St. John the Baptist Parish Council and delivered to the receptionist at the Parish President's Office in the Percy Hebert Building, 1801 West Airline Hwy, LaPlace, LA. not later than **2:45 o'clock P.M. on Tuesday, September 11, 2018. Bid envelope shall be marked "Sealed Bid – Wastewater Manhole and Collection Line Rehabilitation Westbank Edgard and Lucy Areas"**. Any bids received after the specified time and date will not be considered. The sealed bids will be publicly opened and read aloud at 3:00 o'clock P. M. that same date in the St. John the Baptist Parish Joel S. McTopy Council Chambers located at 1801 West Airline Hwy. LaPlace, LA.

The Information for Bidders, Form of Bid Proposal, Form of Contract, Plans, Specifications and Forms of Bid Bond, Performance Bond, insurance and other contract documents may be examined at the Office of Professional Engineering Consultants located at 7600 Innovation Park Drive., Baton Rouge, Louisiana 70820, Phone (225) 769-2810. Copies may be obtained at that office upon payment of \$130 which constitutes the cost of reproduction and handling. Details may be viewed, and electronic bids are being accepted @ [www.centralbidding.com](http://www.centralbidding.com).

The Owner reserves the right to accept or reject any and all bids and to waive any irregularities or informalities incidental thereto, and to accept any bid, which the Owner feels, serves their best interest. Such action will be in accordance with Title 38 of the Louisiana Revised Statutes.

Bids shall be received from Bidders only on the Bid Form in the Bidding Documents which is issued to him in his name, as provided in the Louisiana Revised Statutes R.S. 37:2162(b). A single bid shall be submitted for all portions of the Contract Work.

Each Bidder must deposit with his/her bid, security in the amount equal to five percent (5%) of the total bid in the form of a certified check, cashier's check or bid bond.

All bidders must show proof that he/she is licensed in the State of Louisiana to perform this type of construction. ***Contractor's license number must appear on the face of the sealed envelope containing the bid.***

*St. John the Baptist Parish Council, being a government agency, is exempt from all sales tax. The vendor awarded the contract will be provided documentation to support their tax-free purchases for this project. Therefore, the amount you bid should contain no sales tax.*

The successful bidder will be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in the amount equal to one hundred percent (100%) of the contract price. Certificates of Insurance will also be required as specified in the bid package.

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

The Contractor shall begin mobilization and procurement of necessary materials within ten (10) working days of the receipt of the Notice to Proceed.

Any person with disabilities requiring Special Accommodation must contact The St. John the Baptist Parish Council Office at (985) 652-9569 no later than seven (7) days prior to bid opening. Participation by minority and female owned business, as well as businesses located in this Parish is encouraged.

ST. JOHN THE BAPTIST PARISH COUNCIL

**Publish:**

**Wednesday August 15, 2018**

**Wednesday August 22, 2018**

**Wednesday August 29, 2018**

## SECTION 00100

### INFORMATION FOR BIDDERS

BIDS will be received by St. John the Baptist Parish Council (hereinafter called the "OWNER"), at 1801 West Airline Highway, LaPlace, LA 70068 until 2:45 PM (local time) on Tuesday September 11, 2018. The sealed bids will be publicly opened and read aloud at 3:00 o'clock P. M. that same date in the St. John the Baptist Parish Joel S. McTopy Council Chambers located at 1801 West Airline Hwy. LaPlace, LA.

Each BID must be submitted in a sealed envelope, addressed to St. John the Baptist Parish Council at 1801 West Airline Highway, LaPlace, LA 70068. Bids shall be delivered to the receptionist at the Parish President's Office, Electronic bids are also being accepted online at [www.centralbidding.com](http://www.centralbidding.com).

Each sealed envelope containing a BID must be plainly marked on the outside as BID FOR Wastewater Manhole Rehabilitation – Westbank Edgard and Lucy Areas and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at: 1801 West Airline Highway, LaPlace, LA 70068.

All blank spaces for BID PRICES must be filled in, in ink or typewritten, and the BID FORM and the certifications must be fully completed and executed when submitted. Only one copy of the BID FORM is required.

The OWNER reserves the right to waive any informalities except for those provisions and requirements of LA R.S. 38:2212, those stated in the advertisement for bids, and those required on the bid form. Owner reserves the right to reject any and/or all bids for just cause as defined in LA R.S. 38:2214:B.

Contractors submitting bids shall be licensed under LA R.S. 37:2150-2164, Municipal and Public Works. The bidder shall show his license number on the bid and on the sealed envelope submitting the bid.

Any BID may be withdrawn prior to the above scheduled time for the BID OPENING or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 45 days after the actual date of the opening thereof. Should there be reasons why the CONTRACT cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and a review of the DRAWINGS and SPECIFICATIONS, including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS, prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the CONTRACT.

Method of Bidding: The OWNER invites the following BIDS:

Base Bid – Wastewater Manhole Rehabilitation – Westbank Edgard and Lucy Areas

The BIDDER must complete all parts of Section 00300, BID FORM, in conformance with the instructions in the CONTRACT DOCUMENTS.

A conditional or qualified BID will not be accepted.

If at the time this CONTRACT is to be awarded, the lowest BASE BID submitted by a responsive BIDDER does not exceed the amount of funds then estimated by the OWNER as available to finance the CONTRACT, the CONTRACT will be awarded on the BASE BID only. If such BID exceeds such amount, the OWNER may reject all BIDS or may award the CONTRACT on the BASE BID combined with such alternates as listed in the BID FORM, as produces a net amount which is within the available funds.

Any contractor, who submits a bid electronically using a cashier's check as Bid Surety, shall include a copy of the cashier's check with the Bid Documents and deliver the original cashier's check to the owner within 72 hours of bid opening.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID PRICES have been compared, the OWNER will return the BONDS of all except the three (3) lowest responsible BIDDERS. When the AGREEMENT is executed, the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of one hundred percent (100%) of the CONTRACT PRICE, with a corporate SURETY approved by the OWNER, will be required for the faithful performance of the CONTRACT. Only those surety companies currently on the U.S. Department of Treasury Financial Management Services list of approved bonding companies will be accepted. The agent selling the BOND must be currently licensed to do business in Louisiana. This will be verified by the OWNER.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective-dated copy of their POWER OF ATTORNEY.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the CONTRACT throughout, and they will be deemed to be included in the CONTRACT the same as though herein written out in full.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

Addenda and Interpretation: No interpretation of the meaning of the PLANS, SPECIFICATIONS, or other PRE-BID DOCUMENTS will be made to any BIDDER orally.

Every request for such interpretations should be in writing addressed to Professional Engineering Consultants Corporation at 7600 Innovation Park Drive, Baton Rouge, LA 70820 and to be given consideration must be received at least five (5) days prior to the date fixed for the BID OPENING. Any and all such interpretations and any supplemental instructions will be given in the form of written ADDENDA to the SPECIFICATIONS which, if issued, shall be sent by certified mail with return receipt requested and will also be sent either by fax transmission, email, or other electronic means or hand delivered to all prospective BIDDERS (at the addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the BID OPENING. Failure of any BIDDER to receive any such ADDENDUM or interpretation shall not relieve such BIDDER from any obligation under his/her BID as submitted. All ADDENDA so issued shall become part of the CONTRACT DOCUMENTS.

The party to whom the CONTRACT is awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND and PAYMENT BOND within fourteen (14) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The successful BIDDER shall furnish a certified copy of the minutes of the corporation or partnership meeting which authorized the party executing the BID and CONTRACT to sign on behalf of the CONTRACTOR.

The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the BID shall become the property of the OWNER.

The OWNER, within fourteen (14) calendar days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and AGREEMENT signed by the party to whom the AGREEMENT was awarded, shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within fourteen (14) calendar days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the fourteen (14) day period or within the period mutually agreed upon, the BIDDER may terminate the Agreement without further liability on the part of either party.

Time of Completion and Liquidated Damages: BIDDER shall agree to commence WORK on or before a date to be specified in the written NOTICE TO PROCEED of the OWNER and to fully complete the PROJECT within the 60 calendar days thereafter. BIDDER shall agree to pay as liquidated damages the sum specified in Section 00500, AGREEMENT, for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

Notice of Special Conditions: Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

a. **Required DEQ Documents that shall be provided by bidders post bid, including affirmative action steps.**

The Engineer is Professional Engineering Consultants Corporation. The ENGINEER's address is 7600 Innovation Park Drive, Baton Rouge, LA 70820.

## EXPLANATION OF AFFIRMATIVE ACTION STEPS

It is a Federal requirement that all procurement made with Federal funds utilize six (6) affirmative action steps to utilize small business enterprises (SBE's), minority business enterprises (MBE's), women's business enterprises (WBE's), and small businesses in rural areas (SBRA's) in the areas of construction, services, equipment, and supplies. These six steps are as follows:

Include MBE's, WBE's, SBE's, and SBRA's on solicitation lists;

Assure that MBE's, WBE's, SBE's, and SBRA's, once they are identified, are solicited whenever they are potential sources;

When economically feasible, divide total requirements into smaller tasks or quantities to permit maximum participation by MBE's, WBE's, SBE's, and SBRA's;

Where feasible, establish delivery schedules which encourage participation by MBE's, WBE's, SBE's, and SBRA's;

Using the services and assistance of the U.S Department of Commerce's Minority Business Development Agency (MBDA) and the Small Business Administration (SBA); and requiring the prime contractor to take the affirmative steps outlined here. If the successful bidder does not plan to award subcontracts, these steps should still be taken in procuring equipment and supplies.

Step number five (5) is not mandatory if other sources to identify MBE's, WBE's, SBE's, and SBRA's are utilized. However, the use of these resources is encouraged. There are several online databases that list qualifying firms, some of which may be identified as disadvantaged business enterprises (DBE) rather than MBE, WBE, SBE, or SBRA firms.

One of these databases in the PRO-Net database, which can be accessed by typing [www.sba.gov](http://www.sba.gov), can be used to reach the SBA Web Page. The PRO-Net database allows you to conduct a search for firms based on a number of criteria such as locality, SIC codes, bonding capability, etc. This database also allows you to locate firms that have been certified through the 8(a) program which certifies that the company has at least 2 years experience, has adequate financing and bonding to perform, and has references from previous jobs. If you do not have Internet access, you can contact the New Orleans office of the SBA at (504) 589-2847.

The MBDA also maintains a database which can be accessed by typing [www.mbda.gov](http://www.mbda.gov) to reach their opportunity database. Information you

submit to this database about the job you have for MBE/WBE participation will be compared with information in the Phoenix database of minority companies. When a match is made, the eligible minority companies will receive a copy of your opportunity by email and/or fax. You will receive (via email or fax) a list of the minority companies to which your opportunity has been referred. The phone number for the MBDA is (214) 767-8001.

The Louisiana Department of Transportation and Development (DOTD) also has an online list of DBE firms that have been certified by DOTD. Typing [www.dotd.state.la.us/cgi-bin/construction.cgi](http://www.dotd.state.la.us/cgi-bin/construction.cgi) will take you to the site where you can select the most current list of DBE firms. The phone number for DOTD is (225) 379-1382.

The successful bidder must provide documentation to demonstrate that the affirmative action steps were pursued. In addition to the use of forms RF-245 and RF 248, documentation might include records of telephone calls, records of utilization of the MBDA and SBA Web sites, and relevant correspondence. Where MBE's, WBE's, SBE's, and/or SBRA's are contacted but not utilized, an explanation as to why each one contacted was not utilized should be provided.

**SECTION 00300**  
**LOUISIANA UNIFORM PUBLIC WORK BID FORM**

**TO:** St. John the Baptist Parish  
1801 W. Airline Hwy.  
LaPlace, LA 70086

*(Owner to provide name and address of owner)*

**BID FOR:** Wastewater Manhole Rehabilitation  
Westbank Edgard and Lucy Areas

PEC Project No. 10929-4.06

*(Owner to provide name of project and other identifying information)*

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: Professional Engineering Consultants Corp. and dated: June 2018  
*(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:

Not Applicable Dollars (\$ N/A)

**Alternate No. 2** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

Not Applicable Dollars (\$ N/A)

**Alternate No. 3** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

Not Applicable 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 BID FORM:**

\* 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.

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

**TO:** St. John the Baptist Parish  
1801 W. Airline Hwy.  
LaPlace, LA 70068  
*(Owner to provide name and address of owner)*

**BID FOR:** Wastewater Manhole Rehabilitation  
Westbank Edgard and Lucy Areas  
PEC Project No. 10929-4.05  
*(Owner to provide name of project and other identifying)*

**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:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# —	<b>Manhole Lining - Typical 48" Diameter</b>		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
1	489	Vertical Linear Foot		
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# —	<b>By-Pass Pumping</b>		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
2	1	Lump Sum		
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# —	<b>Traffic Control and Construction Signage</b>		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
3	1	Lump Sum		
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# —	<b>Mobilization</b>		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
4	1	Lump Sum		

Wording for "DESCRIPTION" is to be provided by the Owner.  
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

## SECTION 00410

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
as PRINCIPAL, and \_\_\_\_\_ as SURETY, are hereby held and firmly  
bound unto St. John the Baptist Parish as OWNER in the penal sum of  
\_\_\_\_\_ for the payment of which, well and truly to be made, we hereby  
jointly and severally bind ourselves, successors and assigns. Signed, this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

The condition of the above obligation is such that whereas the PRINCIPAL has submitted to \_\_\_\_\_  
St. John the Baptist Parish a certain BID, attached hereto and hereby made a part  
hereof to enter into a CONTRACT in writing, for **Wastewater Manhole Rehabilitation - Westbank  
Edgard and Lucy Areas.**

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the PRINCIPAL shall execute and deliver a CONTRACT in the FORM OF CONTRACT attachment hereto properly completed in accordance with said BID and shall furnish a BOND for faithful performance of said CONTRACT, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all other respects perform the AGREEMENT created by the acceptance of said BID.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said SURETY does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness

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

IMPORTANT - SURETY companies executing BONDS must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**SECTION 00420**

**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF \_\_\_\_\_  
\_\_\_\_\_, INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_,  
INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_, 201\_\_\_\_,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT \_\_\_\_\_, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE  
CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS  
CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH  
\_\_\_\_\_ St. John the Baptist Parish \_\_\_\_\_, THE GOVERNING AUTHORITY  
OF THE \_\_\_\_\_ St. John the Baptist Parish \_\_\_\_\_ OR ANY OF ITS AGENCIES,  
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO THE EXECUTION  
OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS  
AND TO RECEIVE AND RECEIPT THEREFORE ALL PURCHASE ORDERS AND NOTICES ISSUED  
PURSUENT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION  
HEREBY RATIFYING, APPROVING, CONFIRMING AND ACCEPTING EACH AND EVERY SUCH ACT  
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND  
CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE  
ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF  
SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED  
OR RESCINDED.

\_\_\_\_\_  
SECRETARY-TREASURER

\_\_\_\_\_  
DATE

**(SUBMIT BY LOWEST BIDDER WITHIN 10 DAYS AFTER BID OPENING)**

**SECTION 00430  
ATTESTATIONS**

**Wastewater Manhole Rehabilitation - Westbank Edgard and Lucy Areas**      **10929-4.06**  
Name of Project      Project No.

STATE OF \_\_\_\_\_  
PARISH OF \_\_\_\_\_

**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. 14:23) |

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<br>(R.S.14:67.20) | (h) Contractors; misapplication of<br>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. At the time of bidding, Bidder is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Bidder 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.
- C. If awarded the contract, Bidder shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

**(SUBMIT BY LOWEST BIDDER WITHIN 10 DAYS AFTER BID OPENING)**

Wastewater Manhole Rehabilitation - Westbank Edgard and Lucy Areas      10929-4.06  
Name of Project      Project No.

**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, Bidder 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

**SECTION 00440**

**CONTRACTOR AFFIDAVIT  
(R.S. 38:2224)**

**STATE OF LOUISIANA**

**PARISH OF St. John the Baptist**

**BE IT KNOWN**, that on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me the undersigned Notary Public, duly commissioned and qualified, within and for the Parish of \_\_\_\_\_, State of Louisiana, personally came and appeared \_\_\_\_\_, as the duly authorized agent of \_\_\_\_\_, who after being by me first duly sworn, did depose and say:

That \_\_\_\_\_ has/have been selected as Contractor for the \_\_\_ **St. John the Baptist Parish** for Wastewater Manhole Rehabilitation – Westbank Edgard and Lucy Areas; and that affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly to secure the 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 or their duties for affiant; and

That no part of the contract price received by affiant 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, alternation or demolition of the public building or project were in the regular course of their duties for affiant.

**APPEARER FURTHER DECLARES**, that they will, in all respects, comply with the public contract laws of the State of Louisiana, including Title 38 of the Louisiana Statutes, and particularly Section 2224, as amended, of such Title 38 of the Louisiana Revised Statutes.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_ BY: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

---

# **SECTION 00450**

## **REQUIRED DEQ DOCUMENTS**

*(Successful Bidder Must Provide Post Bid)*

1. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
2. Contractor's Guide & Record For Implementation Of Six Affirmative Actions
3. DBE Certification
4. Disadvantage Business Enterprise Program Subcontractor Participation Form
5. Disadvantage Business Enterprise Program Subcontractor Performance Form
6. Disadvantage Business Enterprise Program Subcontractor Utilization Form





EPA Project Control Number \_\_\_\_\_

United States Environmental Protection Agency  
Washington, DC 20460

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

I am unable to certify to the above statements. My explanation is attached.

## Instructions

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a subagreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants= responsibilities, in the attached regulation.

### **Where To Submit**

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

### **How To Obtain Forms:**

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch  
Grants Administration Division (PM-216F)  
U.S. Environmental Protection Agency  
401 M Street SW  
Washington, DC 20460  
(Telephone: 202/475-8025)

CONTRACTOR'S GUIDE & RECORD  
FOR IMPLEMENTATION OF SIX GOOD FAITH EFFORTS

It is a Federal requirement that all procurement made with Federal funds utilize six (6) good faith efforts to utilize disadvantaged business enterprises (DBEs) in the areas of construction, services, equipment, and supplies. For each of the following six steps, please state what actions were taken to comply with that step or reasons that no action was taken.

1. Placing qualified DBEs on solicitation lists.
  
2. Assuring that DBEs, once identified, are solicited whenever they are potential sources.
  
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs.
  
4. Establishing delivery schedules, where the requirement permits, which encourage participation by DBEs.
  
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce to identify qualified DBEs.
  
6. Require that each party to a subagreement or contract award take the affirmative steps outlined here.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

RF-373  
04/23/13

DBE CERTIFICATION

Loan Recipient \_\_\_\_\_

Project Number \_\_\_\_\_ DEQ Contract No. \_\_\_\_\_

The Loan Recipient has determined that a fair share of subagreements CAN/CANNOT be awarded to disadvantaged, minority and/or women's businesses on this project.

Determination has been made that the Disadvantaged Business Enterprises participating in this project have been certified by the State of Louisiana's Unified Certification Program or by another certifying agency.

The following is the Loan Recipients effort to show compliance with DEQ's policy.

Prime Construction Contractor \_\_\_\_\_

Construction Contract Amount \_\_\_\_\_

WBE	MBE	Name of Firm	Subcontract Amount
( )	( )	_____	_____
( )	( )	_____	_____
( )	( )	_____	_____
( )	( )	_____	_____
( )	( )	_____	_____
( )	( )	_____	_____

\*Attach additional sheets if necessary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative of Recipient

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

<b>Contract Item Number</b>	<b>Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies</b>	<b>Amount Received by Prime Contractor</b>

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	___ YES	___ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**SECTION 00490**

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description: Wastewater Manhole Rehabilitation – Westbank Edgard and Lucy Areas The OWNER has considered the BID submitted by you for the above described WORK in response to its ADVERTISEMENT FOR BIDS dated XXXXXX, 2018, and INSTRUCTIONS TO BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the INSTRUCTIONS TO BIDDERS to execute the AGREEMENT and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and CERTIFICATE OF INSURANCE within fourteen (14) calendar days from the date of this NOTICE to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within fourteen (14) calendar days from the date of this NOTICE, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
St. John the Baptist Parish  
OWNER

By \_\_\_\_\_  
Natalie Robottom

TITLE President

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BY \_\_\_\_\_

TITLE \_\_\_\_\_

## SECTION 00500

### AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

\_\_\_\_\_ St. John the Baptist Parish \_\_\_\_\_

hereinafter called "OWNER" and \_\_\_\_\_ doing business as a

\_\_\_\_\_ hereinafter called "CONTRACTOR

(Individual/Partnership/Corporation)

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the Wastewater Manhole Rehabilitation - Westbank Edgard and Lucy Areas.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS within fourteen (14) calendar days after the date of the NOTICE TO PROCEED and will complete the same within sixty (60) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. Liquidated damages in the amount of 400.00 per day will be assessed for each day this PROJECT is not completed beyond the completion date.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ \_\_\_\_\_.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- 00030 ADVERTISEMENT FOR BIDS
- 00100 INSTRUCTIONS TO BIDDERS
- 00300 BID FORM
- REQUIRED DEQ DOCUMENTS
- 00410 BID BOND
- 00430 ATTESTATIIONS
- 00440 CONTRATOR AFFIDAVIT
- 00450 REQUIRED DEQ DOCUMTNES
- 00490 NOTICE OF AWARD
- ACCEPTANCE OF NOTICE OF AWARD
- 00500 AGREEMENT
- 00550 NOTICE TO PROCEED
- ACCEPTANCE OF NOTICE TO PROCEED
- 00610 PAYMENT BOND
- 00620 PERFORMANCE BOND
- 00630 CERTIFICATE AS TO CORPORATE PRINCIPAL
- 00660 PERIODIC ESTIMATE FOR PAYMENT
- 00670 CONTRACT CHANGE ORDER
- 00680 CERTIFICATE OF SUBSTANTIAL COMPLETION
- 00700 GENERAL CONDITIONS
- 00800 SUPPLEMENTARY GENERAL CONDITIONS
- 00900 SPECIAL CONDITIONS
- DIVISIONS 1 THRU 16 - TECHNICAL SPECIFICATIONS

DRAWINGS prepared by Professional Engineering Consultants Corporation numbered  
1 through 12, dated June, 2018.

SPECIFICATIONS prepared or issued by Professional Engineering Consultants Corporation  
dated June, 2018.

ADDENDA:

No.	_____	dated	_____	20	____
	_____		_____	20	____
	_____		_____	20	____
	_____		_____	20	____

6. The OWNER will pay to the CONTRACTOR, in the amount and at such times as set forth in the GENERAL CONDITIONS, such amounts as required by the CONTRACT DOCUMENTS.
7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this AGREEMENT in six (6) copies each of which shall be deemed an original on the date first above written.

(SEAL)

OWNER:

ATTEST:

St. John the Baptist Parish

BY \_\_\_\_\_  
(Please Type)

BY \_\_\_\_\_

TITLE \_\_\_\_\_

NAME Natalie Robottom, President  
(Please Type)

(SEAL)

CONTRACTOR:

ATTEST:

\_\_\_\_\_  
BY \_\_\_\_\_  
(Please Type)

\_\_\_\_\_  
BY \_\_\_\_\_

TITLE \_\_\_\_\_

NAME \_\_\_\_\_  
(Please Type)

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

**SECTION 00550**

**NOTICE TO PROCEED**

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

Project: Wastewater Manhole Rehabilitation  
Westbank Edgard and Lucy Areas

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_, and you are to complete the WORK within Sixty (60) consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
St. John the Baptist Parish  
OWNER

By: \_\_\_\_\_  
Natalie Robottom

Title: \_\_\_\_\_ Parish President

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_, this the \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**SECTION 00610**

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership, or Individual)

hereinafter called PRINCIPAL and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

**St. John the Baptist Parish**

\_\_\_\_\_  
(Name of Owner)

**1801 W. Airline Hwy., LaPlace, LA 70068**

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the CONTRACT and to their successors and assigns in the total aggregate penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that WHEREAS, the PRINCIPAL entered into a certain CONTRACT with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto

attached and made a part hereof for the construction of:

**Wastewater Manhole Rehabilitation- Westbank Edgard and Lucy Areas**

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such CONTRACT and any authorized extensions or modification thereof, including all amounts due for materials, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTOR, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTOR.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant:

- (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the WORK or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the WORK or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the states in which the aforesaid PROJECT is located, save that such service need not be made by a public officer.
- (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased WORK on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the CONTRACT not increasing the CONTRACT PRICE more than THIRTY (30) percent, so as to bind the PRINCIPAL and SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the CONTRACT or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each of which shall be deemed an original, this being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

_____		_____
		(Principal)
_____	By	_____
(Principal) Secretary		
_____		_____
		(Address)
_____		_____
Witness as to Principal		
_____		_____
(Address)		
_____		_____
		Surety

ATTEST:

_____		_____
Witness as to Surety	By	Attorney-in-Fact
_____		_____
(Address)		(Address)
_____		_____

NOTE: Date of BOND must not be prior to date of CONTRACT.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**SECTION 00620**  
**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership, or Individual)

hereinafter called PRINCIPAL and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

\_\_\_\_\_  
St. John the Baptist Parish  
(Name of Owner)

\_\_\_\_\_  
1801 W. Airline Hwy., LaPlace, LA 70068  
(Address of Owner)

hereinafter called OWNER, in the total aggregate sum of \_\_\_\_\_ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain CONTRACT with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**Wastewater Manhole Rehabilitation - Westbank Edgard and Lucy Areas**

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said CONTRACT during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one (1) year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such CONTRACT, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the CONTRACT not increasing the CONTRACT PRICE more than THIRTY (30) percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the CONTRACT or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

_____		_____
		(Principal)
_____	By	_____
(Principal) Secretary		
_____		_____
		(Address)
_____		_____
Witness as to Principal		
_____		_____
(Address)		
_____		_____
		Surety

ATTEST:

_____		_____
		Surety
_____	By	_____
Witness as to Surety		Attorney-in-Fact
_____		_____
(Address)		(Address)
_____		_____

NOTE: Date of BOND must not be prior to date of CONTRACT.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PERIODIC ESTIMATE FOR PAYMENT

PERIODIC ESTIMATE FOR PAYMENT NO: \_\_\_\_\_ through \_\_\_\_\_ SHEET: 1 of \_\_\_\_\_

OWNER: St. John the Baptist Parish  
ENGINEER: Professional Engineering Consultants Corp.  
CONTRACTOR:  
PROJECT NO.: 10929-4.10  
PROJECT: Wastewater Manhole Rehabilitation – Westbank Edgard and Lucy Areas  
CONTRACT:  
PERCENT COMPLETE:  
ORIGINAL CONTRACT TIME: 60 Days  
CONTRACT COMPLETION DATE:  
TIME REMAINING: Days

In accordance with this Contract and the attached Estimate for Payment, the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

<u>Change Order</u>	<u>Additions</u>	<u>Deductions</u>	Original Contract Sum:
			Change Orders (Net Change):
			Contract Sum to Date:
			Material Stored:
			Work Completed to Date:
			Total Completed to Date:
			Retainage:
			Total Earned Less Retainage:
			Less Previous Estimates:
			Total Due This Estimate:

Net Change: \$ \_\_\_\_\_

**CERTIFICATION OF CONTRACTOR:** According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced contract, and/or duly authorized deviations, up to and including the last day of the period covered by this Periodic Estimate; and that no part of the "Balance Due This Payment" has been received.

Contractor: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

**CERTIFICATION OF ENGINEER:** I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the Contractor; that all work and/or material included in the Periodic Estimate has been inspected by me and/or my duly authorized representative or assistants, and that it has been performed and/or supplied in full accordance with the requirements of the referenced contract; and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date.

Engineer: Professional Engineering Consultants Corp. By: \_\_\_\_\_ Date: \_\_\_\_\_

**CERTIFICATION OF OWNER:** I do hereby accept the foregoing Periodic Estimate for Payment and do recommend and approve the partial payment claimed and requested by the Contractor.

Owner: St. John the Baptist Parish By: \_\_\_\_\_ Date: \_\_\_\_\_

SECTION 00660

PERIODIC ESTIMATE FOR PAYMENT

[REPLACE THIS SHEET WITH 00660-2 (EXCEL SPREADSHEET)]



ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT			WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
1				\$0.00						
2				\$0.00						
3				\$0.00						
4				\$0.00						
5				\$0.00						
6				\$0.00						
7				\$0.00						
8				\$0.00						
9				\$0.00						
10				\$0.00						
11				\$0.00						
12				\$0.00						
13				\$0.00						
14				\$0.00						
15				\$0.00						
16				\$0.00						
17				\$0.00						
18				\$0.00						
19				\$0.00						
20				\$0.00						
21				\$0.00						
22				\$0.00						
<b>TOTAL</b>										

**SECTION 00680  
CERTIFICATE OF SUBSTANTIAL COMPLETION**

PROJECT: Wastewater Manhole Rehabilitation –  
Westbank Edgard and Lucy Areas

PROJECT NO. 10929-4.07

OWNER: St. John the Baptist Parish  
1801 W. Airline Hwy.  
LaPlace, LA 70068

CONTRACTOR:

ENGINEER: Professional Engineering Consultants Corporation  
7600 Innovation Park Drive  
Baton Rouge, Louisiana 70820

DATE OF SUBSTANTIAL COMPLETION: \_\_\_\_\_

DEFINITION OF SUBSTANTIAL COMPLETION

The date of Substantial Completion of a project, or specified part of a project is the date when the construction is sufficiently completed in accordance with the contract documents, so that the project, or specified part of the project, can be utilized for the purpose for which it was intended.

The Work performed under this Contract has been reviewed by authorized representatives of the Owner, Contractor, and Engineer and the Project is hereby declared to be substantially complete in accordance with the Contract Documents on the above date.

The date of Substantial Completion is the date upon which all guarantees and warranties begin.

A list of items to be completed or corrected is as follows: (This list may not be all-inclusive, and the failure to include an item does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents).

Final completion and release of the retainage to the Contractor will occur when the Owner is provided a clear lien certificate and all items listed on the previous page for Contractor completion have been satisfactorily completed.

PROFESSIONAL ENGINEERING CONSULTANTS CORPORATION

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

CONTRACTOR

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

ST. JOHN THE BAPTIST PARISH

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

## SECTION 00700

### GENERAL CONDITIONS

- |  |  |
|--|--|
| 1. Definitions                                 | 17. Subsurface Conditions                      |
| 2. Additional Instructions and Detail Drawings | 18. Suspension of Work, Termination, and Delay |
| 3. Schedules, Reports, and Records             | 19. Payments to Contractor                     |
| 4. Drawings and Specifications                 | 20. Acceptance of Final Payment as Release     |
| 5. Shop Drawings                               | 21. Insurance                                  |
| 6. Materials, Services, and Facilities         | 22. Contract Security                          |
| 7. Inspection and Testing                      | 23. Assignments                                |
| 8. Substitutions                               | 24. Indemnification                            |
| 9. Patents                                     | 25. Separate Contracts                         |
| 10. Surveys, Permits, Regulations              | 26. Subcontracting                             |
| 11. Protection of Work, Property, Persons      | 27. Engineer's Authority                       |
| 12. Supervision by Contractor                  | 28. Land and Rights-of-Way                     |
| 13. Changes in the Work                        | 29. Guaranty                                   |
| 14. Changes in Contract Price                  | 30. Taxes                                      |
| 15. Time for Completion and Liquidated Damages | 31. Environmental Requirements                 |
| 16. Correction of Work                         |  |

#### 1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.

1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER - Any person, firm, or corporation submitting a BID for the WORK.

1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR'S surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS - The contract, including Advertisement For BIDS, Information For BIDDERS, BID, BID BOND, Agreement, Payment BOND, Performance BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.

1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

- 1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 CONTRACTOR - The person, firm, or corporation with whom the OWNER has executed the Agreement.
- 1.11 DRAWINGS - The parts of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.12 ENGINEER - The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.
- 1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.14 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.
- 1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the WORK is to be performed.
- 1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.21 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.22 SUBSTANTIAL COMPLETION - That date certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.
- 1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the WORK.

## **2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

## **3. SCHEDULES, REPORTS AND RECORDS**

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which the CONTRACTOR proposes to carry on the WORK, including dates at which the various parts of the WORK will be started, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that the CONTRACTOR anticipates will be earned during the course of the WORK.

## **4. DRAWINGS AND SPECIFICATIONS**

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

## **5. SHOP DRAWINGS**

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

## **6. MATERIALS, SERVICES AND FACILITIES**

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

## **7. INSPECTION AND TESTING**

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at the CONTRACTOR'S expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests, or approvals by the engineer or others shall not relieve the CONTRACTOR from the obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and the ENGINEER'S representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for the ENGINEER'S observation and replaced at the CONTRACTOR'S expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, if, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

## **8. SUBSTITUTIONS**

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

## **9. PATENTS**

9.1 The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process,

design, or product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the ENGINEER.

## **10. SURVEYS, PERMITS, REGULATIONS**

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

## **11. PROTECTION OF WORK, PROPERTY, AND PERSONS**

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, will provide the necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. The CONTRACTOR will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER, of the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the ENGINEER

or OWNER, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

## **12. SUPERVISION BY CONTRACTOR**

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

## **13. CHANGES IN THE WORK**

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles the CONTRACTOR to a change in CONTRACT PRICE or TIME, or both, in which event the CONTRACTOR shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

## **14. CHANGES IN CONTRACT PRICE**

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices previously approved.
- b. An agreed lump sum.

## **15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

## **16. CORRECTION OF WORK**

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and reexecute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

## **17. SUBSURFACE CONDITIONS**

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless the required WRITTEN NOTICE has been given; provided that the

OWNER may, if the OWNER determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

## **18. SUSPENSION OF WORK, TERMINATION, AND DELAY**

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or disregards the authority of the ENGINEER, or otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and its surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method the OWNER may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until paid all amounts then due, in which event and upon resumption of the WORK CHANGE

ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

## **19. PAYMENT TO CONTRACTOR**

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect the OWNER'S interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 5% of said estimate for contracts over \$500,000.00 and 10% for contracts under \$500,000.00. If at any time thereafter when the progress of the WORK is not satisfactory, additional amounts may be retained. Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the WORK has been substantially completed except for WORK which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the OWNER are valid reasons for noncompletion, the OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the WORK still to be completed.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, the CONTRACTOR'S Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

## **20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the CONTRACT DOCUMENTS or the Performance and Payment BONDS.

## **21. INSURANCE**

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, Liability insurance as hereinafter specified:

**See Special Conditions Section 00900 SubSection 1.43 for Minimum Insurance Requirements**

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

## **22. CONTRACT SECURITY**

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance BOND and a Payment BOND in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such

BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR.

No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

## **23. ASSIGNMENTS**

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

## **24. INDEMNIFICATION**

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER 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 claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful 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.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation 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 benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

## **25. SEPARATE CONTRACTS**

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate the WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT or the OWNER may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if the OWNER is performing the additional WORK) reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate the WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves it in additional expense or entitles it to an extension of the CONTRACT TIME, the CONTRACTOR may make a claim thereof as provided in Sections 14 and 15.

## **26. SUBCONTRACTING**

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS 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.

26.5 Nothing contained in this CONTRACT shall create any contractual relationship between any SUBCONTRACTOR and the OWNER.

## **27. ENGINEER'S AUTHORITY**

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed, and shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

## **28. LAND AND RIGHTS-OF-WAY**

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at its own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

## **29. GUARANTEE**

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

## **30. TAXES**

30.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the laws of the place where the WORK is performed.

END OF SECTION

## SECTION 00800

### SUPPLEMENTAL GENERAL CONDITIONS

The provisions of the Supplemental General Conditions as described herein change, amend, or supplement the General Conditions and shall supersede any conflicting provisions of this CONTRACT. All provisions of the General Conditions which are not changed, amended, or supplemented, remain in full force.

- 1 CONTRACT APPROVAL
- 2 CONTRACT CHANGE ORDERS
- 3 PARTIAL PAYMENT ESTIMATES
- 4 CONFLICT OF INTEREST
- 5 PROTECTION OF LIVES AND PROPERTY
- 6 REMEDIES
- 7 GRATUITIES
- 8 AUDIT AND ACCESS TO RECORDS

#### **1. CONTRACT APPROVAL:**

1.1 Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

#### **2. CONTRACT CHANGE ORDERS.**

2.1 All changes affecting the project's construction cost or modifications of the terms or conditions of the contract must be authorized by means of a written contract change order which is mutually agreed to by the OWNER and CONTRACTOR. The contract change order will include extra work, work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes must be recorded on a contract change order before they can be included in a partial payment estimate.

2.2 When the CONTRACT sum is, in whole or in part, based on unit prices, the OWNER reserves the right to increase or decrease a unit price quantity as may be deemed reasonable or necessary in order to complete the work contemplated by this CONTRACT.

#### **3. PARTIAL PAYMENT ESTIMATES.**

3.1 The OWNER may after consultation with the ARCHITECT/ENGINEER withhold or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the OWNER from loss on account of:

3.1.1 Defective work not remedied.

3.1.2 Claims filed.

3.1.3 Failure of CONTRACTOR to make payments properly to subcontractors or suppliers.

3.1.4 A reasonable doubt that the WORK can be completed for the balance then unpaid.

3.1.5 Damage to another CONTRACTOR.

3.1.6 Performance of WORK in violation of the terms of the CONTRACT DOCUMENTS.

3.2 Where WORK on unit price items is substantially complete but lacks testing, clean-up and/or corrections, amounts shall be deducted from unit prices in partial payment estimates to amply cover such testing, clean-up and/or corrections.

3.3 When the items in 3.2 and 3.3 are cured, payment shall be made for amounts withheld because of them.

3.4 Payments will not be made that would deplete the retainage nor place in escrow any funds that are required for retainage nor invest the retainage for the benefit of the CONTRACTOR.

#### **4. CONFLICT OF INTEREST.**

4.1 Unacceptable bidders. An ENGINEER (individual or firm including persons they employ) who has prepared plans and specifications will not be considered an acceptable bidder. Any firm or corporation in which such ENGINEER (including persons they employ) is an officer, employee, or holds or controls a substantial interest will not be considered an acceptable bidder. Contracts or purchases by the CONTRACTOR shall not be awarded or made to a supplier or manufacturer if the ENGINEER (firm or individual) who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Bids will not be awarded to firms or corporations which are owned or controlled wholly or in part by a member of the governing body of the OWNER or to an individual who is such a member.

4.2. The OWNER'S officers, employees, or agents shall not engage in the award or administration of this CONTRACT if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of their immediate family; (c) their partner or (d) an organization which employs, or is about to employ, any of the above has financial or other interest in the CONTRACTOR. The OWNER'S officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the CONTRACTOR or subcontractor.

#### **5. PROTECTION OF LIVES AND PROPERTY**

5.1 In order to protect the lives and health of its employees under the CONTRACT, the CONTRACTOR shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State Safety and Health agency requirements.

5.2 The CONTRACTOR alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

## **6. REMEDIES.**

Unless otherwise provided in this CONTRACT, all claims, counterclaims, disputes, and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this CONTRACT or the breach thereof will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

## **7. GRATUITIES.**

7.1 If the OWNER finds after a notice and hearing that the CONTRACTOR, or any of the CONTRACTOR'S agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the OWNER, in an attempt to secure this CONTRACT or favorable treatment in awarding, amending, or making any determinations related to the performance of this CONTRACT, the OWNER may, by written notice to the CONTRACTOR, terminate this CONTRACT. The OWNER may also pursue other rights and remedies that the law or this CONTRACT provides. However, the existence of the facts on which the OWNER bases such findings shall be an issue and may be reviewed in proceedings under the Remedies clause of this CONTRACT.

7.2 In the event this CONTRACT is terminated as provided in paragraph 7.1 the OWNER may pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the CONTRACT by the CONTRACTOR. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the CONTRACTOR incurs in providing any such gratuities to any such officer or employee.

## **8. AUDIT AND ACCESS TO RECORDS.**

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

END OF SECTION

## SECTION 00900

### SPECIAL CONDITIONS

#### 1.01 SCOPE OF WORK

Work to be performed under this Project shall include, but is not necessarily limited to the following: Wastewater manhole cleaning, repairs and the application of a multi-component liner system to prevent hydrostatic infiltration.

#### 1.02 TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work on or before the date stipulated in the Notice to Proceed. Due consideration has been given to normal bad weather and delays in specifying the contract times. By entering this Contract, each respective CONTRACTOR and the OWNER both mutually agree that failure to complete the Contract within time limits constitutes due cause for liquidated damages. Furthermore, both parties to the Contract hereby agree that the amount of liquidated damages is recognized as the amount of actual damage to the OWNER and is not assessed as a penalty.

<u>Contract</u>	<u>Consecutive Calendar Days</u>	<u>Liquidated Damages/ Day</u>
Wastewater Manhole Rehabilitation Westbank Edgard and Lucy Areas	60	\$400.00

Reasonable anticipated days for bad weather shall not be cumulative and are as follows:

January	11 days	July	6 days
February	10 days	August	5 days
March	8 days	September	4 days
April	7 days	October	3 days
May	5 days	November	5 days
June	6 days	December	8 days

The Contractor shall ask for total adverse weather days; and shall only be allowed for the number days in excess of the days stated above.

#### 1.03 LABOR

All skilled and unskilled labor, craftsmen and mechanics must be proficient in their respective trades as deemed satisfactory to the ENGINEER.

#### 1.04 PERFORMANCE-PAYMENT BOND

It is a condition of these Contracts that the Performance-Payment Bond shall be countersigned by a properly licensed resident agent of the State in which the Contract is performed.

## **1.05 HEALTH AND SAFETY**

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction, promulgated under the Occupational and Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54), and updated laws and acts.

## **1.06 CHANGES IN SCOPE OF WORK**

The OWNER shall have the right to increase or diminish the amount of work to be done under the Contract at any time or times during the life of the Contract, provided that the total increase or diminution does not exceed thirty percent (30%) of the amount of the contract as bid on. The total increase or decrease may be applied to any one item or to any number of items, or any item or items may be entirely eliminated. No allowances will be made for real or supposed loss of anticipated profits on account of such increase or diminution. Any claim for an extension of time caused by additions to the work shall be adjusted at the time such addition is authorized. Charges or credits for the work covered by the approved change shall be determined by the method in the General Conditions.

Change Orders which exceed the thirty percent (30%) change in the total contract price shall be determined by the method of actual cost plus percentage adjustment for profit and overhead to the mutual satisfaction of the OWNER and the Contractor.

## **1.07 INSPECTION BY GOVERNMENT AGENCIES**

Representatives of Federal, state and local agencies, concerned directly or indirectly with the project, shall have access to the work wherever it is in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and inspection.

## **1.08 WORK SCHEDULES**

The Contractor shall supply the ENGINEER with daily work schedules that give the type of work to be performed, location of work, and time the work will begin. This work schedule shall be given to the ENGINEER at least 24 hours prior to commencing the work so listed.

## **1.09 MEASUREMENT AND PAYMENT**

Payment will be made only for the items of work listed in the BID FORM. The cost of all other work necessary shall be included in the items for which unit prices are established.

Partial payment, cost breakdown, estimates, etc. shall be in accordance with the General Conditions.

## **1.10 "OR EQUAL" CLAUSE**

Where specific manufacturers' names are used to describe requirements of the Specifications, it is understood that an approved equal product will be considered.

## **1.11 GUARANTEE**

The Contractor shall guarantee all workmanship and materials under this Contract for a period of twelve (12) months after FINAL ACCEPTANCE of the Contract and shall in the event of failure of any item due to faulty

workmanship or materials replace same without cost to the OWNER.

### **1.12 PRECONSTRUCTION CONFERENCE**

The preconstruction conference will be held at a time and place as directed by the ENGINEER. The successful Bidder shall submit his construction schedule to the OWNER at least seven (7) days prior to the preconstruction conference for review and approval. The preconstruction conference will not be scheduled until the contractor submits his construction schedule.

### **1.13 PLANS AND SPECIFICATIONS**

The ENGINEER shall furnish to the CONTRACTOR without charge four (4) copies of the Plans and Specifications for the CONTRACTOR's use in constructing the project.

The ENGINEER shall provide to the CONTRACTOR additional copies of the Plans and Specifications at a cost of \$50.00 per set.

### **1.14 LOCATION, PROTECTION AND REPAIR OF ANY DAMAGE TO EXISTING UTILITIES**

The Contractor is advised that existing overhead and underground utilities such as (but not limited to) electrical lines and poles, telephone cables, gas lines, water lines, fiber optic cables, and sanitary sewers, exist in the rights-of-way where the proposed improvements are to be installed, all in accordance with the provisions of R.S. 38:2223. It shall be the Contractor's responsibility to protect these existing utilities during construction of the work to be installed under this Contract and any damage to existing utilities caused by negligent acts of the Contractor shall be repaired by the Contractor at his own expense. The Contractor shall contact Louisiana One Call a minimum of 48 hours prior to beginning construction in the work area.

### **1.15 SHOP DRAWINGS AND MATERIALS**

Prior to final acceptance, the CONTRACTOR shall furnish to the OWNER three (3) copies of diagrams, curves, data, operation and maintenance manuals, and spare parts lists for all pieces of equipment furnished.

Materials data, information, dimensions, and specifications, shall be submitted to the ENGINEER for review prior to ordering for major material items such as pipe, fittings, valves, prefabricated manholes and casing pipe.

### **1.16 LAYOUT OF SEWER LINES**

The Resident Project Representative or the ENGINEER will approve the location of all sewer lines to be constructed; the Resident Project Representative will approve the setting of stakes at each manhole. The CONTRACTOR shall develop all grades, slopes, and cut sheets therefrom and shall be responsible for the conformity of the work to the layout, cut sheets, elevations, etc. as shown in the drawings or as directed by the ENGINEER or Resident Project Representative.

The CONTRACTOR will furnish all surveying instruments and equipment, all stakes and forms, qualified Instrument and Rodmen or Chainmen to lay out the work, measure the work, and prepare cut sheets. The CONTRACTOR will give the Resident Project Representative one (1) day's advance notice when layout work will be done. The cost of stakes, personnel assistance, etc., shall be included in the unit prices bid for various pay items of work.

### **1.17 RECORD DRAWINGS**

Contractor shall furnish all necessary field information to the Owner such as marked up drawings for completion of record drawings.

### **1.18 GENERAL AND SUPPLEMENTAL CONDITIONS**

If any conflicts occur between the General and Supplemental Conditions, then the most stringent will govern.

### **1.19 EXCAVATION AND REPLACEMENT OF CULVERTS, DRIVEWAYS, AND LAWNS**

The Contractor shall be responsible for excavation, removal and replacement (or reinstallation) of all culverts, driveways and lawns damaged where as required to install sewer lines. The cost for the removal and replacement shall be included in the unit price bid in Section 00300. If reinstallation is not possible contractor shall replace driveway, lawn or culvert to the approval of the Engineer. At the end of each day, the Contractor shall make all driveways accessible unless given approval by the Resident Project Representative or Engineer.

### **1.20 CONFORMANCE TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES**

During performance of work within the right-of-way of interstate, state, or rural highways, the CONTRACTOR shall provide traffic control and warning devices in accordance with the latest revision of the "Manual on Uniform Traffic Control Devices" as adopted by the Louisiana Department of Transportation and Development."

### **1.21 AUTHORIZATION TO EXECUTE DOCUMENTS**

The successful BIDDER shall furnish a certified copy of the minutes of the corporation or partnership meeting which authorized the party executing the bid and contract to sign on behalf of the CONTRACTOR.

### **1.22 TOOLS, PLANT AND EQUIPMENT**

If at any time before the commencement or during the progress of the work, tools, plant, or equipment appear to the ENGINEER to be insufficient, inefficient, or inappropriate to secure the quality of work required or the proper rate of progress, the ENGINEER may order the CONTRACTOR to increase their efficiency to improve their character, to augment their number, or to substitute new tools, plant, or equipment as the case may be, and the CONTRACTOR must conform to such order; but the failure of the ENGINEER to demand such increase of efficiency number, or improvement shall not relieve the CONTRACTOR of his obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by this Contract to the satisfaction of the OWNER.

### **1.23 PLANS**

The word PLANS shall have the same meanings as the word DRAWINGS in the Specifications and Contract Documents.

### **1.24 LETTER OF SUBSTANTIAL COMPLETION**

The Letter of Substantial Completion will be issued by the ENGINEER to the CONTRACTOR for filing at the Parish Court House to initiate the final forty-five (45) day lien period for the Contract. There shall be attached to the Certificate of Substantial Completion a "tentative list of items" (with designated dollar values) to be completed or corrected prior to the final payment. This will be called the "Special Retainage Punch List" and the value of said punch list items times two will be withheld from the Contractor until all such items have been completed. No payment of the special retainage shall be made until all items on the "Special Retainage

Punch List" have been completed unless specifically approve by the Owner, at his sole discretion. In no instance will the special retainage exceed the retainage authorized by state of five percent (5%) on contracts of \$500,000 and more or the ten percent (10%) retainage on contracts of less the \$500,000. If after the 45 day lien period the Contractor fails to address, to the satisfaction of the Owner and Engineer, the "tentative list of items", the Owner shall have the right to reinstate the liquidated damages provision of the Contract at a rate of \$400.00 per day.

### **1.25 USE OF CHEMICALS**

All chemicals used during construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or other classification, must show approval of DNR or U.S.D.A. Use of such chemicals and disposal of residues shall be in strict conformance with the instructions.

### **1.26 BID ANALYSIS AND AWARD**

If the contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Alternates, if accepted, shall be accepted in the order in which they appear on the bid form. Determination of the low bidder shall be on the basis of the base bid plus any alternates accepted, if any. The Owner reserves the right to reject any and all bids.

### **1.27 NOTIFICATION OF COMMENCEMENT OF WORK**

Prior to the CONTRACTOR starting the job, he shall notify the ENGINEER at least forty-eight (48) hours in advance of his proposed time of commencement.

### **1.28 WASTE MATERIALS**

All waste materials from excavations or removals shall be hauled from the site and shall be disposed of by the CONTRACTOR in a manner acceptable to the ENGINEER at no cost to the OWNER unless otherwise directed by the ENGINEER and the OWNER to be turned over to the OWNER.

### **1.29 SEQUENCE OF CONSTRUCTION**

Before commencing work, the CONTRACTOR shall submit to the ENGINEER for approval his proposed sequence of construction. Subsequent to the ENGINEER'S approval, deviations from the approved sequence of construction shall not be made without written approval of the ENGINEER.

### **1.30 INTERRUPTION OF TRAFFIC**

During construction, the CONTRACTOR shall under no circumstances block traffic at more than one end of the same block. Traffic will always be allowed entry and exit from blocks. Detours shall be provided where through traffic will be blocked. The CONTRACTOR shall provide a schedule and plan of work on street crossing to the Resident Project Representative or ENGINEER for approval prior to the start of construction.

### **1.31 EROSION AND SILTATION**

The Contractor shall proceed with all construction activities in a manner that will minimize siltation and bank erosion during construction. Upon completion of all construction activities, all disturbed areas shall be returned to existing or better conditions.

### **1.32 WELL POINTS, SHEETING AND BRACING (NO DIRECT PAY ITEM)**

The Contractor shall include in the unit price for sewer lines, pump stations, and other structures the required dewatering and shoring of excavations during construction. The cost for dewatering and shoring shall be included in the unit prices for sewer lines, manholes, pumping stations, and other structures and no additional payment will be made therefore.

### **1.33 RECORD DRAWINGS (NO DIRECT PAY ITEM)**

Record information concurrently with construction progress and do not conceal any work until required information is recorded.

- A. Legibly mark drawings to record actual construction.
  - 1. Elevations of various structure elements in relation to elevation datum.
  - 2. All underground piping and appurtenances, including service lines, sewer main, man holes, service wyes, cleanouts, etc. with elevations and dimensions, changes to piping, locations, horizontal and vertical location of underground piping, utilities (including electrical) and appurtenances referenced to permanent surface improvements, actual installed pipe material, class, etc.
  - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
  - 4. Field changes of dimensions and details.
  - 5. Changes made by field order or by change orders.
  - 6. Details not on original contract drawings.
  - 7. Equipment and piping relocations.
- B. Furnish certified site survey and line elevations and stationing at 100 foot increments at all points of change of directions of pipelines by a registered land surveyor.

### **1.34 AUDIO - VIDEO RECORDS (NO DIRECT PAY ITEM)**

Prior to commencement of any Contract or performance of any work, the Contractor shall provide a professionally made video tape of the entire site area. The video tape shall clearly show the existing conditions of the work area and adjacent to the work area and Contractor staging areas.

Additional features, if existent, shall also be video taped as follows:

- 1. Pavement
- 2. Curbs
- 3. Driveways
- 4. Sidewalks
- 5. Drainage Ditches and Catch Basins
- 6. Landscapes
- 7. Fences

The list above shall not be construed as all inclusive and the entire construction site area shall be included on the video.

Each video tape shall begin at one end of the project site and proceed uninterrupted to the other end of the project site. Progression along the project site shall be recorded and referenced to a tape counter and the plans in respect to items and areas being viewed. The contractor shall provide one (1) copy of the tape to the Owner/Engineer and retain the original.

The video inspection and tape will be provided by the contractor at no direct pay.

### **1.35 SPECIAL INSTRUCTIONS**

Contractor shall file the contract agreement of this project at the St. John the Baptist Court House prior to the commencement of work under this contract (No Additional Payment).

### **1.36 CONSTRUCTION MEETING**

Construction meetings may be held at the discretion of the ENGINEER. Representatives of the OWNER, ENGINEER, RESIDENT PROJECT REPRESENTATIVE, CONTRACTOR, SUBCONTRACTORS and testing lab shall be present. The purpose of these meetings is to track progress and keep each party informed. The ENGINEER will be responsible for keeping minutes of the meetings. The CONTRACTOR will be responsible for bringing updated as-built drawings and construction schedules to each meeting for review by the ENGINEER.

### **1.37 PROJECT SIGN (NO DIRECT PAY ITEM)**

The project sign(s) shall be supplied (meeting LDEQ requirements) and shall be installed by the Contractor. The location shall be approved by the Owner.

Work shall not commence until the sign(s) are erected.

### **1.38 ROADSIDE OBSTRUCTIONS (MAIL BOXES, SIGNS TREES, ETC.)**

The contractor is advised that obstructions exist along the roadside where the work is to be performed. These obstructions may include mailboxes, street signs, trees, etc. The contractor is further advised that obstructions of this nature shall be removed and or removed and replaced as directed by the project engineer as necessary to properly carry out the work. THE CONTRACTOR SHALL RECEIVE NO DIRECT PAY FOR THIS WORK.

### **1.39 PAVEMENT PATCHING**

Pavement patching shall be in accordance with these specifications and contract plans. The actual location, extent and quantity of pavement patching will be as directed by the project engineer in the field.

### **1.40 TECHNICAL SPECIFICATION CONFLICTS**

In the event any provisions in any of the technical specifications or referenced technical specifications or standards may be in conflict or inconsistent with one another the more stringent shall apply. Reference is made to the "Louisiana Standard Specifications For Roads And Bridges" latest edition and copies shall be

provided onsite for each project representative.

#### **1.41 STORMWATER PERMITS (NO DIRECT PAY)**

It shall be the Contractor's full responsibility to follow all applicable Best Management Practices as related to Stormwater Pollution Prevention and to obtain all required permits from the Louisiana Department of Environmental Quality (or any other Federal, State or Local Agency as applicable). If required by those agencies, the Contractor shall develop and maintain on site a Stormwater Pollution Prevention Plan. All such permits and/or plans shall be provided at no additional cost to the Owner.

#### **1.42 DEMOBILIZATION NOTICE**

Contractor shall give the Owner and the Engineer a 72-hour notice prior to demobilization of significant equipment off the jobsite.

#### **1.43 MINIMUM INSURANCE REQUIREMENTS**

Contractor shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where contractor may perform the work hereunder, with such carriers as shall be acceptable to Council:

A. **Statutory Workman's Compensation** covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Contractor in connection with this agreement.

The limits for "A" above shall be not less than:

1. Employers liability limits of \$1,000,000/\$1,000,000/\$1,000,000
2. Some contracts may require USL&H or maritime coverage. This should be checked out with Insurance Dept. /Legal Dept.
3. No excluded classes of owners/officers or employees shall be allowed on Council's premises

#### **WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be indicated on certificate**

B. **Commercial General Liability**, including:

1. Contractual liability assumed by this agreement
2. Owners and Contractor's Protective Liability (if Contractor is a General Contractor) may be required
3. Personal and advertising liability
4. Completed operations
5. Medical payments

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit
2. \$2,000,000 general aggregate limit
3. \$1,000,000 products/completed operations aggregate limit
4. \$1,000,000 personal and advertising injury limit
5. \$50,000 fire damage limit
6. \$5,000 medical expense limit (desirable but not mandatory)

#### **St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be indicated on certificate.**

Some contracts may require Protection and Indemnity coverage. This should be checked out with Insurance Dept. /Legal Dept.

C. **Comprehensive Automobile Liability** covering all owned, hired and other non-owned vehicles of the Contractor.

The limits for "C" above shall not be less than:

1. \$1,000,000 CSL

**St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on certificate.**

D. **Professional Liability Insurance** covering the Wrongful Acts of those professional firms and individuals performing services for SJBP.

Certain classifications of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not limited to: Professional Engineers, Architects, Land Surveyors, Attorneys, and IT Consultants.

The limits for "D" above shall not be less than:

1. \$1,000,000 CSL

**WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the Certificate.**

**OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED, i.e. Builders Risk, Installation Floater.**

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement prior to commencement of work. Vendor shall maintain insurance in full force and effect during the entire period of performance of work. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

#### **CERTIFICATES**

A W-9 form is to be furnished prior to work being issued.

**When applicable, a current St. John the Baptist Parish Occupational License is to be maintained. Yearly, a copy of such license shall be provided to the Director of Purchasing WHEN APPLICABLE, A CURRENT LOUISIANA STATE CONTRACTOR'S LICENSE SHOULD BE FURNISHED.**

#### **1.44 EQUAL OPPORTUNITY CLAUSE: 40 CFR PART 8**

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

(1) 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, 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 by the contracting officer setting forth the provisions of this equal opportunity clause.

(2) 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, or national origin.

(3) 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 by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under this equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the equal opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 No. 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 the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **1.45 HISTORICAL PRESERVATION CLAUSE: 36 CFR PART 800**

The contractor agrees that, should evidence of historical or archeological sites be discovered during construction, all work in the area will cease immediately and the owner will be informed of the discovery. The owner will, in turn, promptly notify the Municipal Facilities Division of the Louisiana Department of Environmental Quality (DEQ).

After consulting with the appropriate State and Federal agencies, the DEQ and DHH will advise the owner of any protective measures that may be required.

#### **1.46 ENDANGERED SPECIES CLAUSE: ENDANGERED SPECIES ACT OF 1973, AS AMENDED**

The contractor agrees that, should plants or animals belonging to either endangered or threatened species be discovered in the area of construction or adjacent areas, all work in that area will cease immediately, and the owner will be informed of the discovery. The owner will, in turn, promptly notify the Municipal Division of the Louisiana Department of Environmental Quality (DEQ).

After consulting with the appropriate State and Federal agencies, the DEQ will advise the owner of any protective measures that may be required.

#### **1.47 PRESIDENTIAL EXECUTIVE ORDERS**

The contractor is required to comply with the following Presidential Executive Orders:

- (1) 11625, 12138, and 12434 - Women's and Minority Business Enterprise;
- (2) 12549 - Debarment and Suspension
- (3) 11246 - Equal Employment Opportunity.

## 1.48 USE OF AMERICAN IRON AND STEEL

"In accordance with Section 608 of the Clean Water Act as amended by the Water Resources Reform and Development Act of 2014, the contractor agrees that all of the iron and steel products used in the performance of the contract will be produced in the United States."

For additional information including published waivers, please see the EPA website: [http://water.epa.gov/grants\\_funding/aisrequirement.cfm](http://water.epa.gov/grants_funding/aisrequirement.cfm)

## 1.48 DAVIS-BACON AND RELATED ACTS PROVISIONS AND PROCEDURES

### Wage Rate Requirements Under The Clean Water Act, Section 513

#### Preamble

With respect to the Clean Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides sub grants or loans to eligible entities within the State. Typically, the sub recipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the sub recipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

### I. Requirements Under The Water Resources Reform and Development Act of 2014 (WRRDA) For Sub recipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the Water Resources Reform and Development Act of 2014 (WRRDA) - with respect to State recipients and sub recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact **Mr. Dannel Brown @ [brown.danell@epa.gov](mailto:brown.danell@epa.gov) or 214-665-7279**, of EPA, - for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

#### 1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the Water Resources Reform and Development Act of 2014 (WRRDA) -, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must

discuss the situation with the recipient State before authorizing work on that site.

## **2. Obtaining Wage Determinations.**

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the sub recipient shall monitor [www.wdol.gov](http://www.wdol.gov) weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.
- (ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

## **3. Contract and Subcontract provisions.**

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or -FY 2015 Water Resource Reform and Development Act, the following clauses:

(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 paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore 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; and

(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 and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(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.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) 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.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls 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 the weekly payrolls. Instead the payrolls shall only need to include an individually

identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/forms/index.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(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 § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 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.

(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 paragraph (a)(3)(ii)(B) of this section.

(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 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State 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 sub contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(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 shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, 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 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(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 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 sub recipient(s), State, EPA, 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).

(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).

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

#### **4. Contract Provision for Contracts in Excess of \$100,000.**

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## **5. Compliance Verification**

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

## **II. Requirements Under The Water Resource Reform and Development Act of 2014 (WRDA) -] For Sub recipients That Are Not Governmental Entities:**

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under –FY 2014 Water Resource Reform and Development Act with respect to sub recipients that are not governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient may contact **Mr. Dannell Brown @ [brown.dannell@epa.gov](mailto:brown.dannell@epa.gov) or 214-665-7279**, of EPA Grants Management Office for guidance. The recipient or sub recipient may also obtain additional guidance from DOL’s web site at <http://www.dol.gov/whd/>

**Under these terms and conditions, the sub recipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.**

### **1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.**

Under the FY 2015 Water Resouce Reform and Development Act -, DB prevalling wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund -. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

### **2. Obtaining Wage Determinations.**

(a) Sub recipients must obtain proposed wage determinations for specific localities at [www.wdol.gov](http://www.wdol.gov). After the Sub recipient obtains its proposed wage determination, it must submit the wage determination to **Mr. Dannell Brown @ [brown.dannell@epa.gov](mailto:brown.dannell@epa.gov) or 214-665-7279**, of EPA for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar

instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.

(d) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### **3. Contract and Subcontract provisions.**

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2015 Water Resource Reform and Development Act -, the following clauses:

(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 paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore 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; and

(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 and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(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.

(2) Withholding. The sub recipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) 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.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls 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 the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(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 § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 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.

(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 paragraph (a)(3)(ii)(B) of this section.

(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 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State 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 subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(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 shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, 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 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(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 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 Sub recipient(s), State, EPA, 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).

(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).

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

#### **4. Contract Provision for Contracts in Excess of \$100,000.**

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and

subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## **5. Compliance Verification**

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of

noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c). The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

*Note that "subrecipient" in the preceding regulations refers to the municipality.*

## **1.49 EXPLANATION OF AFFIRMATIVE ACTION STEPS**

It is a Federal requirement that all procurement made with Federal funds utilize six (6) good faith efforts to utilize disadvantaged business enterprises (DBE's) in the areas of construction, services, equipment, and supplies as follows:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (1) through (5) of this section.

The PRO-Net database can be accessed by typing **www.sba.gov** to reach the SBA Webpage. The PRO-Net database allows you to conduct a search for firms based on a number of criteria such as locality, SIC codes, bonding capability, etc. This database also allows you to locate firms that have been certified through the 8(a) program which certifies that the company has at least 2 years experience, has adequate financing and bonding to perform, and has references from previous jobs. If you do not have Internet access, you can contact the New Orleans office of the SBA at (504) 589-2847.

The MBDA also maintains a database which can be accessed by typing **www.mbda.gov** to reach their opportunity database. Information you submit to this database about the job you have for MBE/WBE participation will be compared with information in the Phoenix database of minority companies. When a match is made, the eligible minority companies will receive a copy of your opportunity by email and/or fax and you will receive (via email or fax) a list of the minority companies to which your opportunity has been referred. The phone number for the MBDA is (214) 767-8001.

The Louisiana Department of Transportation and Development (DOTD) also has an online list of DBE firms that have been certified by DOTD. Typing **www.dotd.state.la.us/cgibin/construction.cgi** will take you to the site where you can select the most current list of DBE firms. The phone number for DOTD is (225) 379-1382.

The successful bidder must provide documentation to demonstrate that the affirmative action steps were pursued. Documentation might include records of telephone calls, records of utilization of the MBDA and SBA Web sites, and relevant correspondence. Where DBEs are contacted but not utilized, an explanation as to why each one contacted was not utilized should be provided.

END OF SECTION

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# FEDERAL WAGES RATES

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General Decision Number: LA180007 02/09/2018 LA7

Superseded General Decision Number: LA20170007

State: Louisiana

Construction Type: Heavy

Counties: Jefferson, Orleans, Plaquemines, St Bernard, St Charles, St James, St John the Baptist and St Tammany Counties in Louisiana.

HEAVY CONSTRUCTION PROJECTS (Includes flood control, water & sewer lines, and water wells. Also includes elevated storage tanks in all listed parishes except Plaquemines and St. James. Excludes industrial construction-chemical processing, power plants, and refineries.)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 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 calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	02/09/2018

CARP0729-001 07/01/2016

	Rates	Fringes
MILLWRIGHT.....	\$ 31.15	10.10

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CARP1846-006 07/01/2017

	Rates	Fringes
CARPENTER (formbuilding/formsetting and Piledrivers).....	\$ 25.06	9.10

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ELEC0130-005 12/01/2017

JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES, AND ST. JOHN THE BAPTIST PARISHES

Rates	Fringes
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ELECTRICIAN (including low voltage wiring).....	\$ 30.49	11.60
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\* ELEC1077-002 12/01/2017

ST. TAMMANY PARISH

	Rates	Fringes
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ELECTRICIAN (including low voltage wiring).....	\$ 24.26	3%+8.52
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ENGI0406-018 07/01/2009

	Rates	Fringes
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OPERATOR: Power Equipment

Bulldozer.....	\$ 21.26	6.70
Mechanic.....	\$ 23.31	6.70

PLAS0567-003 07/01/2014

JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JOHN THE BAPTIST, and ST. TAMMANY PARISHES

	Rates	Fringes
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Cement Mason/Concrete Finisher...	\$ 21.43	6.19
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PLAS0812-003 06/01/2004

ST. JAMES PARISH

	Rates	Fringes
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Cement Mason/Concrete Finisher...	\$ 21.85	0.00
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PLUM0060-002 12/04/2017

JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES (Southeastern Portion), ST. JOHN THE BAPTIST, and ST. TAMMANY PARISHES

	Rates	Fringes
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Plumbers (excluding pipe laying).....	\$ 29.25	11.94
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PLUM0198-005 01/01/2016

ST. JAMES PARISH (Northwestern Portion)

	Rates	Fringes
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PLUMBER (excluding pipe laying).....	\$ 29.38	11.40
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SULA2004-007 05/13/2004

	Rates	Fringes
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CARPENTER (all other work).....	\$ 13.75	2.60
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Laborers:

Common/Landscape.....	\$ 9.88	0.00
Fence.....	\$ 11.24	0.00
Flagger.....	\$ 8.58	0.00
Mason Tender.....	\$ 7.25	0.00
Pipelayer.....	\$ 9.84	0.00

PIPEFITTER (excluding pipelaying).....	\$ 17.52	4.51
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Power equipment operators:

Backhoe/Excavator.....	\$ 14.42	0.00
Crane.....	\$ 16.34	3.30
Dragline.....	\$ 16.50	0.00
Front End Loader.....	\$ 13.89	0.00
Oiler.....	\$ 10.03	0.00

Truck drivers:

Dump.....	\$ 11.01	0.00
Pickup.....	\$ 12.25	0.00

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

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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 [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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)).

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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.

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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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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 DECISION

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# **Form W-9**

## **Request for Taxpayer Identification Number and Certification**

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## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A *disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**DIVISION 1**

**GENERAL REQUIREMENTS**



## SECTION 01005

### GENERAL REQUIREMENTS

#### PART 1 - GENERAL

##### 1.01 SCOPE AND INTENT

###### A. Description

1. The work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all work included in this Contract. The summary of the work is presented in Section 01010.

###### B. Work Included

1. The Contractor shall furnish all labor, superintendence, materials, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and other means of construction necessary or proper for performing and completing the work. He shall obtain and pay for all applicable required permits. He shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.
2. The cost of incidental work described in these General Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made therefor.
3. The Contractor shall provide and maintain such modern tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials and equipment, prior approval of the Engineer notwithstanding.

###### C. Public Utility Installations and Structures

1. Prior to construction, the Contractor shall familiarize himself with the location of all existing utilities and facilities within the Project Sites, and with the applicable provisions of the General Conditions.
2. The Contractor shall notify utility companies at least 48 hours, excluding Saturdays, Sundays, and legal holidays, prior to excavation. Utility companies shall be contacted by calling the Louisiana One Call (D.O.T.T.I.E.) at 1-800-272-3020.
3. Public utility installations and structures understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes and all other appurtenances and facilities pertaining thereto whether owned or controlled by the

Owner, other governmental bodies or privately owned by individuals, firms or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water or other public or private property which may be affected by the work shall be deemed to be included hereunder.

4. The Contract Documents may contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, condition and extent of all such installations and structures as may be encountered and as may affect the construction operations.
5. The Contractor shall protect all public utility installations and structures from damage during the work. Access across any buried public utility installation or structure shall be made only in such locations and by means approved by the Engineer. The Contractor shall so arrange his operations as to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor which are shown on the plans or have been located in the field by the utility shall be repaired by the Contractor, at his expense, as directed by the Engineer. No separate payment shall be made for such protection or repairs to public utility installations or structures.
6. Public utility installation or structures owned or controlled by the Owner or other governmental body which are shown on the plans to be removed, relocated, replaced or rebuilt by the Contractor shall be considered as a part of the general cost of doing the work and shall be included in the prices bid for the various contract items. No separate payment shall be made therefor.
7. Where public utility installations or structures owned or controlled by the Owner or other governmental body are encountered during the course of the work, and are not indicated on the Plans or in the Specifications, and when, in the opinion of the engineer, removal, relocation, replacement or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction, or such work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the General Conditions.
8. The Contractor shall, at all times in performance of the work, employ approved methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage or destruction of public utility installations and structures; and shall, at all times in the performance of the work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end. All Owner and other governmental utility departments and other owners of public utilities which may be affected by the work will be informed in writing by the Engineer within two weeks after the execution of the Contract or Contracts covering the work. Such notice will set out, in general, and direct attention to the responsibilities of the Owner and other governmental utility departments and other owners of public utilities for such installations and structures as may be affected by the work and will be accompanied by one set of Plans and Specifications covering the work under such Contract or Contracts.

9. The Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least forty-eight hours in advance of breaking ground in any area or on any unit of the work. This can be accomplished by making the appropriate contact with the utility companies indicated on the Drawings.
10. The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the Engineer.

## **1.02 PLANS AND SPECIFICATIONS**

### **A. Plans**

1. The Plans referred to in the Contract Documents bear the general project name and number as shown in the Advertisement for Bids.
2. When obtaining data and information from the Plans, figures shall be used in preference to scaled dimensions, and large scale drawings in preference to small scale drawings.

### **B. Copies Furnished to Contractor**

1. In addition to the executed set of Contract Documents, the Owner will furnish, free of charge to the Contractor, two (2) sets of paper prints of the Plans and Specifications, the same size as the original drawings and specifications. Any additional Plans and Specifications, when requested, will be sold to the Contractor at the cost of reproduction.
2. The Contractor shall furnish each of the subcontractors, manufacturers, and material suppliers such copies of the Contract Documents as maybe required for their work.

### **C. Supplementary Drawings**

1. When, in the opinion of the Engineer, it becomes necessary to explain more fully the work to be done or to illustrate the work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer and five (5) paper prints thereof will be given to the Contractor.
2. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Plans. Where such Supplementary Drawings require either less or more than the estimated quantities of work, credit to the Owner or compensation therefor to the Contractor shall be subject to the terms of the Agreement.

### **D. Contractor to Check Plans and Data**

1. The Contractor shall verify all dimensions, quantities and details shown on the plans, Supplementary Drawings, schedules, Specifications or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts, and discrepancies and shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of

any errors or omissions he discovered. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

E. Specifications

1. The Technical Specifications consist of three (3) parts: General, Products and Execution. The General Section contains General Requirements which govern the work. Products and Execution modify and supplement these by detailed requirements for the work and shall always govern whenever there appears to be a conflict.

F. Intent

1. All work called for in the Specifications applicable to this Contract, but not shown on the plans in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.
2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.
3. The inclusion of the Related Requirements (or work specified elsewhere) in the General part of the specifications is only for the convenience of the Contractor, and shall not be interpreted as a complete list of related Specification Sections.

### **1.03 MATERIALS AND EQUIPMENT**

A. Manufacturer

1. The names of proposed manufacturers, material suppliers, and dealers who are to furnish materials, fixtures, equipment, appliances or other fittings shall be submitted to the Engineer for approval, in accordance with the General Conditions as early as possible, to afford proper investigation and checking. Such approval must be obtained before Shop Drawings will be checked. No manufacturer will be approved for any materials to be furnished under this Contract unless he shall be of good reputation and have a plant of ample capacity. He shall, upon the request of the Engineer, be required to submit evidence that he has manufactured a similar product to the one specified and that it has been previously used for a like purpose for a sufficient length of time to demonstrate its satisfactory performance.
2. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor requests, in writing to the Engineer and the Engineer approves that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.

3. Any two (2) or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery

1. The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

C. Tools and Accessories

1. The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind or size of equipment, one complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.

D. Spare parts shall be furnished as specified

1. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight and principal rating data.

E. Installation of Equipment

1. The Contractor shall have on hand sufficient proper equipment and machinery of ample capacity to facilitate the work and to handle all emergencies normally encountered in work of this character.
2. Equipment shall be erected in a neat and workmanlike manner on the foundations at the locations and elevations shown on the Plans, unless directed otherwise by the Engineer during installation. All equipment shall be correctly aligned, leveled and adjusted for satisfactory operation and shall be installed so that proper and necessary connections can be made readily between the various units.
3. The Contractor shall furnish, install and protect all necessary anchor and attachment bolts and all other appurtenances needed for the installation of the devices included in the equipment specified. Anchor bolts shall be as approved by the Engineer and made of ample size and strength for the purpose intended. Substantial templates and working drawings for installation shall be furnished.
4. The Contractor shall, at his own expense, furnish all materials and labor for, and shall properly bed in non-shrink grout, each piece of equipment on its supporting base that rests on masonry foundations. Grout shall completely fill the space between the equipment base and the foundation. All metal surfaces coming in contact with concrete or grout shall receive two (2) coats (9 mils each coat) of coal tar epoxy equal to Kop-Coat 300M.

F. Service of Manufacturer's Engineer

1. The Contract prices for equipment shall include the cost of furnishing a competent

and experienced engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install, adjust, test and place in operation the equipment in conformity with the Contract Documents. After the equipment is placed in permanent operation by the Owner, such engineer or superintendent shall make all adjustments and tests required by the Engineer to prove that such equipment is proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the Owner in the proper operation and maintenance of such equipment.

#### **1.04 INSPECTION AND TESTING**

##### **A. General**

1. The Engineer may require testing by certified personnel of certain materials to be incorporated in the Work, such as: soils density, pavement, concrete pipe and appurtenances, and welds.
2. In the event any such testing is required by the Engineer, a detailed description will be found in these Technical Specifications concerned with the specific item of Work.
3. Inspection and testing of materials will be performed by the Owner unless otherwise specified.
4. For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the Engineer as a prerequisite for the acceptance of any material or equipment.
5. If, in the making of any test of any material or equipment, it is ascertained by the Engineer that the material or equipment does not comply with the Contract, the Contractor will be notified thereof and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the work and replace it with acceptable material, without cost to the Owner.
6. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.
7. The Contractor shall be fully responsible for the proper operation of equipment during tests and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the Owner formally takes over the operation thereof.

##### **B. Costs**

1. All inspection and testing of materials furnished under this Contract will be performed by the Owner or duly authorized inspection engineers or inspection bureaus without cost to the Contractor, unless otherwise expressly specified.
2. The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the Contractor and such

costs shall be deemed to be included in the Contract price.

3. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the Owner for compliance. The Contractor shall reimburse the Owner for the expenditures incurred in making such tests on materials and equipment which are rejected for non-compliance.

C. Inspection of Materials

1. The Contractor shall give notice in writing to the Engineer, sufficiently in advance of his intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, the Engineer will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials or he will notify the Contractor that the inspection will be made at a point other than the point of manufacture, or he will notify the Contractor that inspection will be waived. The Contractor must comply with these provisions before shipping any material. Such inspection shall not release the Contractor from the responsibility for furnishing materials meeting the requirements of the Contract Documents.

D. Certificate of Manufacture

1. When inspection is waived or when the Engineer so requires, the Contractor shall furnish to him authoritative evidence in the form of Certificates of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Contract Documents. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer. The certificates shall be delivered to the Engineer prior to shipment of the materials.

E. Shop Tests of Operating Equipment

1. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function or special requirements are specified shall be tested in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents. No such equipment shall be shipped to the work until the Engineer notifies the Contractor, in writing, that the results of such tests are acceptable.
2. Five (5) copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company, shall be forwarded to the Engineer for approval.
3. The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the Contractor.

F. Preliminary Field Tests

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make preliminary field tests of equipment. If the preliminary

field tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to the acceptance tests, make all changes, adjustments and replacements required. The furnishing Contractor shall assist in the preliminary field tests as applicable.

G. Final Field Tests

1. Upon completion of the work and prior to final payment, all equipment and piping installed under this Contract shall be subjected to acceptance tests as specified or required to prove compliance with the Contract Documents.
2. The Contractor shall furnish labor, fuel, energy, water and all other materials, equipment and instruments necessary for all acceptance tests, at no additional cost to the Owner. The Furnishing Supplier shall assist in the final field tests as applicable.

H. Failure of Tests

1. Any defects in the materials and equipment or their failure to meet the tests, guarantees or requirements of the Contract Documents shall be promptly corrected by the Contractor by replacements or otherwise. The decision of the Engineer as to whether or not the Contractor has fulfilled his obligations under the Contract shall be final and conclusive. If the Contractor fails to make these corrections or if the improved materials and equipment, when tested, shall again fail to meet the guarantees or specified requirements, the Owner, notwithstanding its partial payment for work, and materials and equipment, may reject the materials and equipment and may order the Contractor to remove them from the site at his own expense.
2. If the failure during testing is fully or partly due to the equipment provided by the Furnishing Supplier, as determined by the Engineer, the Furnishing Supplier shall make all requirement improvements at no cost to the Owner.
3. In case the Owner rejects any materials and equipment, then the Contractor shall replace the rejected materials and equipment within a reasonable time. If he fails to do so, the Owner may, after the expiration of a period of thirty (3) calendar days after giving him notice in writing, proceed to replace such rejected materials and equipment, and the cost thereof shall be deducted from any compensation due or which may become due the Contractor under his Contract.
4. The Owner agrees to obtain other equipment within a reasonable time and the Contractor agrees that the Owner may use the equipment furnished by him without rental or other charges until the new equipment is obtained.

I. Final Inspection

1. During such final inspections, the work shall be clean and free from water. In no case will the final estimate be prepared until the Contractor has complied with all requirements set forth and the Engineer has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract Documents.

## 1.05 TEMPORARY STRUCTURES

A. Temporary Fences

1. If, during the course of the work, it is necessary to remove or disturb any fence or part thereof, the Contractor shall provide a suitable temporary fence at his own expenses, which shall be maintained until the permanent fence is replaced. The Engineer shall be solely responsible for the determination of the necessity for providing a temporary fence and the type of temporary fence to be used.

B. Responsibility for Temporary Structures

1. In accepting the Contract, the Contractor assumes full responsibility for the sufficiency and safety of all temporary structures or work and for any damage which may result from their failure or their improper construction, maintenance or operation and will indemnify and save harmless the Owner from all claims, suits or actions and damages or costs of every description arising by reason of failure to comply with the above provisions.

**1.06 SAFETY**

A. Accident Prevention

1. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, and existing building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, and OSHA's Safety and Health Standards (29 CFR 1926/1910) U.S. Department of Labor, to the extent that such provisions are not in contravention of applicable law of the state of Louisiana.

B. First Aid

1. The Contractor shall keep upon the site, at each location where work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times when men are employed on the work.

**1.07 LINES AND GRADES**

A. Grade

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Plans, or as given by the Owner/Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.
2. The Owner/Engineer will establish bench marks and base line controlling points.

B. Surveys

1. The Contractor shall furnish, maintain, and be responsible for, at his own expense, stakes and other such materials required.

C. Safeguarding Marks

1. The Contractor shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the work, bear the cost of reestablishing them if disturbed, and bear the entire expense of recertifying work improperly installed due to not maintaining or protecting or to remove without authorization such established points, stakes and marks.
2. The Contractor shall safeguard all existing and known property corners, monuments and marks adjacent to but not related to the work and, if required, shall bear the cost or reestablishing them if disturbed or destroyed.

## **1.08 ADJACENT STRUCTURES AND LANDSCAPING**

### **A. Responsibility**

1. The Contractor shall also be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the work. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the work, whether or not shown on the Plans, and the removal, relocation and reconstruction of such items called for on the Plans or specified shall be included in the various Contract Items and no separate payments will be made therefor. Where such public and private property, structures of any kind and appurtenances thereto are not shown on the Plans and when, in the opinion of the Engineer will interfere with the work, payment therefor will be made as provided for in the General Conditions.
2. Contractor is expressly advised that the protection of buildings, structures, tunnels, tanks, pipelines, etc. and related work adjacent and in the vicinity of his operations, wherever they may be, is solely his responsibility. Conditional inspection of buildings or structures in the immediate vicinity of the project which may reasonably be expected to be affected by the Work shall be performed by and be the responsibility of the Contractor.
3. Contractor shall, before starting operations, make an examination of the interior and exterior of the adjacent structures, buildings, facilities, etc., and record by notes, measurements, photographs, etc., conditions which might be aggravated by open excavation and construction. Repairs or replacement of all conditions disturbed by the construction shall be made to the satisfaction of the Owner and to the satisfaction of the Engineer. This does not preclude conforming to the requirements of the insurance underwriters. Copies of surveys, photographs, reports, etc., shall be given to the Engineer.
4. Prior to the beginning of any excavations the Contractor shall advise the Engineer of all buildings or structures on which he intends to perform work or which performance of the project work will affect.

### **B. Lawn Areas**

1. Lawn areas shall be left in as good condition as before the starting of the work. Where sod is to be removed, it shall be carefully removed, and later replaced, or the area where sod has been removed shall be restored with new sod in the manner described in the Workmanship and Materials section.

C. Restoration of Fences

1. Any fence, or part thereof, that is damaged or removed during the course of the work shall be replaced or repaired by the Contractor and shall be left in as good a condition as before the starting of the work. The manner in which the fence is repaired or replaced and the materials used in such work shall be subject to the approval of the Engineer. The cost of all labor, materials, equipment, and work for the replacement or repair of any fence shall be deemed included in the appropriate Contract Item or items, or if no specific Item is provided therefor, as part of the overhead cost of the work, and no additional payment will be made therefor.

**1.09 PROTECTION OF WORK AND PUBLIC**

A. Barriers and Lights

1. During the prosecution of the work, the Contractor shall put up and maintain at all times such barriers and lights as will effectually prevent accidents. The Contractor shall provide suitable barricades, red lights, "danger" or "caution" or "street closed" signs and watchmen at all places where the work causes obstructions to the normal traffic or constitutes in any way a hazard to the public, in accordance with state and local requirements.

B. Smoke Prevention

1. The Contractor shall use hard coal, coke, oil or gas as fuel for equipment generating steam. A strict compliance with ordinances regulating the production and emission of smoke will be required. No open fires will be permitted.

C. Noise

1. The Contractor shall eliminate noise to as great an extent as practicable at all times. Air compressing plants shall be equipped with silencers and the exhaust of all gasoline motors or other power equipment shall be provided with mufflers. In the vicinity of hospitals and schools, special care shall be used to avoid noise or other nuisances. The Contractor shall strictly observe all local regulations and ordinances covering noise control.
2. Except in the event of an emergency, no work shall be done between the hours of 7:00 P.M. and 7:00 A.M. If the proper and efficient prosecution of the work requires operations during the night, the written permission of the Engineer shall be obtained before starting such items of the work.

D. Access to Public Services

1. Neither the materials excavated nor the materials or plant used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves, or manholes.

E. Dust Prevention

1. The Contractor shall prevent dust nuisance from his operations or from traffic by keeping the roads and/or construction areas sprinkled with water at all times.

### **1.10 CUTTING AND PATCHING**

- A. The Contractor shall do all cutting, fitting or patching of his portion of the work that may be required to make the several parts thereof join and coordinate in a manner satisfactory to the Engineer and in accordance with the Plans and Specifications. The work must be done by competent workmen skilled in the trade required by the restoration.

### **1.11 CLEANING**

- A. During Construction
  - 1. During construction of the work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the Engineer, such material, debris, or rubbish constitutes a nuisance or is objectionable.
  - 2. The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops. Contractor shall be responsible and liable for all spillage and incur all associated costs including, but not limited to, costs related to repair and maintenance resulting from damages thereof.
- B. Final Cleaning
  - 1. At the conclusion of the work, all erection plant, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances,
  - 2. The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver such materials and equipment undamaged in a bright, clean, polished and new condition.

### **1.12 INSPECTION AUTHORITY**

- A. The Engineer has ultimate responsibility for contract administration and inspection for the Project. Field inspection responsibilities may be assigned to a Design Professional and/or Owner Inspector.
- B. Each step of construction is subject to approval by the Engineer prior to proceeding with a subsequent step in accordance with General Conditions.
- C. During the progress of the Work and up to the date of final acceptance, the Contractor shall at all times afford representatives of the Owner, the City/Parish, the State, the Department of Environmental Quality, the Department of Labor, or any other agency with jurisdiction, every reasonable, safe, and proper facility for observation of the Work done or being done at the site, and also the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.
- D. The Project line of authority will be presented at the Pre-Construction Meeting.

### **1.13 SAMPLES**

- A. The Contractor shall, when required, submit to the Engineer for approval, typical samples of material and appliances. The samples shall be properly identified by tags and shall be submitted sufficiently in advance of the time when they are to be incorporated into the Work so that rejections thereof will not cause delay. A letter of transmittal from the Contractor requesting approval shall accompany all such samples.

### **1.14 EQUIVALENT QUALITY**

- A. In the Contract Documents, whenever an article, material, apparatus, equipment, or process is called for by trade name or by name of a patentee, manufacturer, or dealer, or by reference to catalog of a manufacturer or dealer followed by "or equal", it shall be understood as intending to mean and specify the article, material, apparatus, equipment, or process designated, or any equal thereto in quality, finish, design, efficiency, and durability, and equally serviceable for the purposes for which it is intended.
- B. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the Engineer.
- C. Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the contract, the Contractor shall immediately proceed to furnish the designated material or equipment.
- D. Neither the approval by the Engineer of alternate material or equipment as being equivalent to that specified, nor the furnishing of the material or equipment specified, shall in any way relieve the Contractor of responsibility for failure of the material or equipment, due to faulty design, material, or workmanship, to perform the functions required of them by the Contract Documents.
- E. Items requiring "pre-approval" must be submitted to the Engineer a minimum of twenty one (21) days prior to the bid opening for consideration, and if acceptable will be incorporated by Addendum.

### **1.15 MISCELLANEOUS**

- A. Protection Against Siltation and Bank Erosion
  - 1. The Contractor shall arrange his operations to minimize siltation and bank erosion on construction sites and on existing or proposed water courses and drainage ditches.
  - 2. The Contractor, at his own expense, shall remove any siltation deposits and correct any erosion problems as directed by the Engineer which results from his construction operations.
- B. Protection of Wetland Areas
  - 1. The Contractor shall properly dispose of all surplus material, including spoil, in accordance with Local, State and Federal regulations. Under no circumstances shall surplus material be disposed of in wetland areas as defined by the Louisiana Department of Environmental Quality.

C. Existing Facilities

1. The work shall be so conducted to maintain existing facilities in operation insofar as is possible. Requirements and schedules of operation for maintaining existing facilities in service during construction shall be as described in these Specifications.

D. Use of Chemicals

1. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must shown approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

E. Cooperation With Other Contractors Forces

1. During progress of work under this Contract, it may be necessary for other contractors and persons employed by the Owner to work in or about the Site. The Owner reserves the right to put such other contractors to work and to afford such access to the Site of the Work to be performed hereunder at such times as the Owner deems proper. The Contractor shall not impede or interfere with the work of such other contractors engaged in or about the Work and shall so arrange and conduct his work that such other contractors may complete their work at the earliest date possible.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

END OF SECTION

**SECTION 01010**  
**SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.01 REQUIREMENTS INCLUDED**

- A. The single construction contract system will be used for this PROJECT.
- B. CONTRACTOR shall furnish all labor, permits, fees, equipment, supplies, materials, services and incidentals required to complete the WORK.
- C. Mention herein or indication on the DRAWINGS of articles, operations, or methods requires that the CONTRACTOR provide each item mentioned, indicated, or necessary as an adjunct to the item, subject to qualifications noted, and perform according to conditions required.

**1.02 DESCRIPTION OF WORK**

- A. This WORK includes furnishing all labor, materials and equipment for sanitary sewer manhole repair by plugging holes, patching, filling and break repairs as necessary to seal the area to prevent hydrostatic infiltration. A multi-component liner system shall be applied to the surface finish of manholes shown on the plans.

**1.03 CONSTRUCTION LIMITS AND STORAGE**

- A. Refer to the DRAWINGS for the location of the PROJECT.
- B. CONTRACTOR shall limit his construction activities to the right-of-way and to approved storage areas for the PROJECT.
- C. Access to private property must be maintained during construction.
- D. CONTRACTOR shall provide barricades, safety or warning devices, signs and warning lights required for the protection of employees, the public and property.
- E. The OWNER will designate storage areas to be used for material and equipment deliveries and access.

**1.04 COORDINATION OF WORK WITH OWNER AND OTHERS**

- A. The CONTRACTOR shall coordinate WORK and cooperate with OWNER working in the PROJECT area. Contractors shall coordinate, cooperate and schedule their work to complete all work in an efficient manner in the areas of common occupancy.
- B. The CONTRACTOR shall limit his use of the premises for WORK and for storage to allow for work by other SUBCONTRACTORS, utility agencies, and OWNER operations.
- C. OWNER personnel may require access to the PROJECT site. The CONTRACTOR shall coordinate all stored products or equipment under his control with the RESIDENT PROJECT REPRESENTATIVE to prevent interference with operation of the OWNER.

### **1.05 MEASUREMENTS AND PROJECT LAYOUT**

- A. The CONTRACTOR is responsible for survey and complete layout of all vertical and horizontal controls necessary to construct the PROJECT. The CONTRACTOR shall verify all field conditions, elevations and dimensions affecting the construction of the WORK and be responsible for correctness of same.
- B. No extra compensation will be allowed for differences between actual elevations, dimensions or measurements indicated on DRAWINGS. Differences found shall be reported to the ENGINEER for consideration before proceeding with the WORK.
- C. Contract Drawings:
  - 1. DRAWINGS indicate the general area of construction routing and levels; CONTRACTOR shall field verify and coordinate.
  - 2. Adjustments in dimensions, elevations, routing and connections shall be made for field coordination with other trades.
  - 3. All field adjustments shall be subject to the ENGINEER's approval.

### **1.06 EASEMENTS**

- A. All necessary easements have been obtained by the OWNER.

### **1.07 WORKMANSHIP**

- A. Materials, methods and workmanship shall be the best obtainable within established trade standard tolerance.
- B. Uniformity: The CONTRACTOR shall provide uniform quality and appearance throughout the PROJECT.
- C. Stability: All members shall be rigid and shall be securely anchored in place. Members subject to vibration or wracking shall be adequately attached. Connections shall be adequate to withstand stress to which they would be subject.
- D. Joints: Joints in all materials shall be true, neat and inconspicuous. Joints between materials of different kinds shall be closely fitted.
- E. Surfaces: Surfaces of all materials fabricated into a single article of composition or into an assembly of units shall be uniform, true, plumb, level, properly curved or pitched as required, and free from defects and blemishes. All edges, angles and corners shall be uniform and true.
- F. Finish: Exposed surfaces of materials in which natural irregularity does not contribute to desired character shall be smooth and free from blemishes of any kind.

### **1.08 CONSTRUCTION GUARANTEE**

- A. The CONTRACTOR shall guarantee all equipment, materials and workmanship incorporated in the PROJECT for a period of one year following date of FINAL ACCEPTANCE by the

OWNER.

- B. The CONTRACTOR shall immediately correct all deficiencies reported to him without cost to the OWNER within this guarantee period.

### **1.09 CODES, STANDARDS AND REGULATIONS**

- A. All WORK shall conform to the latest edition of the codes or regulations of the following:
  1. "Standard Specifications For Roads And Bridges", Louisiana Department of Transportation And Development.
  2. Louisiana Department of Health & Hospitals.
    - a. State Sanitary Code
    - b. Recommended Standards For Wastewater Facilities (Ten States Standard)
    - c. Recommended Standards For Water Works (Ten States Standards)
  3. Local Utility Service Company Requirements for electric services.
  4. National Electric Code.
  5. National Plumbing Code.
  6. American Water Works Association Standards.
  7. American Society of Testing and Materials Standards.
  8. Occupational Safety And Health Administration Standards.
  9. American Concrete Institute.
  10. American Institute of Steel Construction.
  11. American Welding Society.
  12. Anti-Friction Bearing Manufacturers Association.
  13. Concrete Reinforcing Steel Institute.
  14. Factory Mutual Association (FM).
  15. Instrument Society of America (ISA).
  16. National Bureau of Standards (NBS) Voluntary PROJECT Standard (PS).
  17. National Electrical Manufacturer's Association (NEMA).
  18. National Fire Protection Association (NFPA).
  19. Steel Structures Painting Council (SSPC).
  20. Underwriters' Laboratories, Inc. (UL).
  21. Occupational Safety and Health Administration Standards (OSHA).

### **1.10 NOTICE TO UTILITY COMPANIES AND AGENCIES**

- A. Notify all utility companies a minimum of 48 hours prior to excavation, or as required by the utility company.
- B. Obtain permission of utility owner to excavate in the vicinity of their utility.
- C. Arrange with owners and operators of respective utility systems to mark the location, and if necessary or prudent, to expose existing utilities or structures prior to construction of the facilities contained in this CONTRACT.
- D. If in course of the WORK it is found necessary to repair utility systems or structures damaged by the CONTRACTOR's activities, repairs or revisions shall be made by employees of the respective utilities and agencies with all costs borne by the CONTRACTOR.

### **1.11 EXISTING UTILITIES**

- A. In general, the locations of existing underground utilities are not indicated on the DRAWINGS. The OWNER does not guarantee the accuracy or completeness of the information shown on the DRAWINGS, and it is to be understood that aboveground or underground facilities not shown on the DRAWINGS may be encountered during the course of the WORK.
- B. Existing aboveground utilities including, not limited to, power distribution and telephone systems, whether shown on the DRAWINGS or not, shall be maintained, relocated, rerouted, removed and restored as may be necessary in a manner satisfactory to owners and operators of the utilities and to the OWNER.
- C. Existing underground utilities and appurtenance structures, whether shown on the DRAWINGS or not, shall be maintained, relocated, rerouted, removed and restored in a manner satisfactory to owners and operators of the utilities and to the OWNER.
- D. Minor underground utility service lines including, but not limited to, sanitary sewer services, water services, house or yard drains, and electric or telephone services, shall be maintained, relocated, rerouted, removed and restored with the least possible interference with such services, and in no case shall the interference of such service lines be considered for extra compensation under any of the special cases listed hereinbefore.
- E. The right is reserved by owners of public utilities and franchises to enter upon any street, road, right-of-way or easement for the purpose of maintaining their property and for making necessary repairs or changes caused by the WORK. Except as specifically noted, all costs thus incurred shall be incidental to the CONTRACT, and borne by the CONTRACTOR.

#### **1.12 RESTORATION OF STRUCTURES AND SURFACES**

- A. General: Whenever any of the work is accomplished on or through property other than that owned by the PROJECT OWNER, before final acceptance of the WORK by the PROJECT OWNER, a written release from the adjoining property owner or proper authority citing for the owner of the property affected stating that the restoration of structures and surfaces has been satisfactorily accomplished. If in the opinion of the PROJECT OWNER the release is arbitrarily withheld, the PROJECT OWNER may, at its sole discretion, accept the portion of the WORK involved and cause final payment therefore to be made.

In addition to the requirements of any applicable utility permit, street use permit or franchise relating to this CONTRACT, the CONTRACTOR shall, as a minimum for any restoration work, conform to standard plans and specifications of the agency which controls the use of the right-of-way in which this construction WORK is performed.

- B. Structures: The CONTRACTOR shall remove such existing above and below-ground structures as may be necessary for the performance of the WORK and, if required, shall rebuild the structures thus removed in as good a condition as found with minimum requirements as herein specified. He shall also repair all existing structures which may be damaged as a result of the WORK under this CONTRACT. Reconstruction shall be of the same kind of material with the same finish and in not less than the same dimensions as the original work. All concrete shall be as specified herein unless otherwise indicated. Repairs shall be made by removing and replacing the entire portions between joints or scores and not merely refinishing any damaged part. All WORK shall match the appearance of the existing improvements as nearly as possible.
- C. Roads and Streets: All roads and streets in which the surface is removed, broken or

damaged, or in which the ground has caved or settled due to WORK under this CONTRACT, shall be resurfaced and brought to the original grade and crown section unless otherwise indicated. Before resurfacing material is placed, edges of pavements shall be trimmed back far enough to provide clean, solid, vertical faces. Roadways used by the CONTRACTOR for hauling materials, equipment, supplies, and the like, shall be cleaned and repaired if the condition of the roadway is damaged or otherwise affected due to the CONTRACTOR's operations.

- D. **Planted Areas and Other Surface Improvements:** All planted areas, such as trees or lawns, and other surface improvements which are damaged by actions of the CONTRACTOR, shall be restored as nearly as possible to their original condition. The CONTRACTOR shall resod areas which have been damaged during construction.
- E. **Existing Stakes and Marks:** All section, section subdivision, plat, U.S.C. and G.S., U.S.G.S. and other official monuments or bench marks shall be carefully preserved or replaced. In the event any such monument or marker is disturbed as a result of the CONTRACTOR's operations, the CONTRACTOR shall effect the replacement or resetting of the monument or marker in a manner satisfactory to the ENGINEER. Replaced or reset monuments shall be of acceptable type and quality, and shall be located so as to clear existing utilities or any other interferences. They shall be placed by a licensed surveyor in a manner consistent with good and recognized engineering and surveying practices.

**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

##### 1.01 MEASUREMENT AND PAYMENT

- A. Partial payment of BID ITEMS shall be in conformance with the GENERAL CONDITIONS. Partial payment for WORK completed, and materials on site, which will become an integral part of the finished WORK, shall be determined by the OWNER and shall be made on the basis of duly certified and approved estimates of the WORK, which, in the opinion of the OWNER, has been satisfactorily completed. It is understood that the determination by the OWNER as to whether or not a certificate or estimate for payment should be issued, or the amount of said payment, shall be based entirely upon the opinion of the OWNER. Said determination shall include without limitation the following factors:
1. All phases of the WORK being accomplished in a proper manner and being pursued in a proper sequence of operation, particularly with regard to testing, cleanup and surface restoration.
  2. The observance by the CONTRACTOR of the requirement that all WORK and operations be preceded by necessary submittals and approvals.
  3. On the monthly estimates, partial payment for WORK performed but not completed shall be made in accordance with GENERAL CONDITIONS.
- B. The CONTRACT PRICE shall constitute full compensation for furnishing all labor, equipment and materials, as specified, and as shown on the DRAWINGS.

##### 1.02 MANHOLE LINING TYPICAL 48" DIAMETER PER V.L.F. - Item 1

- A. Measurement
- Measurement of work shall be on a vertical wall height basis measured from the base of the wall to the top of the cone or any portion thereof.
- B. Payment
- Payment shall be based on the sealing of manhole walls and cones. Payment shall be full compensation for furnishing materials, labor and equipment, including surface preparation, sewer flow control, pressure washing and cleanup of all manhole surfaces.

##### 1.03 BY-PASS PUMPING - Item 2

- A. Measurement
- Measurement for this item shall be made on a lump sum basis as required for the entire project and as approved by the Engineer.
- B. Payment

Payment of the bid price established in the proposal will represent full compensation for all sewer flow control and bypass pumping, and shall be made only after each tie-in is complete.

**1.08 TRAFFIC CONTROL AND CONSTRUCTION SIGNAGE - Item 3**

A. Measurement

Traffic control and construction signage shall be measured on a lump sum basis and shall include furnishing, erecting, maintaining, and subsequent removing of temporary construction signs, barricades and related devices necessary for the protection of the public.

B. Basis of Payment

Payment for traffic control and construction signage will be made at the contract lump sum price bid and shall constitute full compensation for all labor, material, equipment and incidentals necessary to complete the items in accordance with the Plans and Specifications including, but not limited to providing sufficient signage and personnel, if required, to properly control traffic wherever impacted by construction activities. Payment for traffic control and construction signage shall be subject to the following schedule:

<u>Percent of Total Contract Amount Earned</u>	<u>Allowable Percent of Lump Sum Price for Traffic Control &amp; Construction Signage</u>
Initial Erection	20
25	40
50	60
75	80
100	100

**1.09 MOBILIZATION - Item 4**

Method of Measurement: Mobilization shall be measured on a lump sum basis and shall include all preparatory work including those necessary for movement of personnel, equipment, supplies and incidentals to the project site; the establishment of offices, building and other facilities necessary for work on the project; the cost of bonds and any required insurance; and other preconstruction expenses necessary for start of the work, excluding the cost of construction materials.

Basis of Payment: Payment for mobilization will be made at the contract lump sum price bid and shall constitute full compensation for all work associated with mobilization. Payment for mobilization shall be subject to the following provisions.

Partial payments for mobilization will be made in accordance with the following schedule:

<u>Percent of Total Contract Amount Earned</u>	<u>Allowable Percent of Lump Sum Price for the Item</u>
1st Partial Estimate	25
10	50
25	75
50	100

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

END OF SECTION

## SECTION 01040

### PROJECT COORDINATION

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION OF WORK

- A. The CONTRACTOR shall be solely responsible for coordination of all of the WORK. The CONTRACTOR shall supervise, direct and cooperate fully with all SUBCONTRACTORS, manufacturers, fabricators, suppliers, distributors, installers, testing agencies and all others whose services, materials or equipment are required to ensure completion of the WORK within the CONTRACT TIME.
- B. The CONTRACTOR shall cooperate with and coordinate his WORK with the work of any other contractor, utility service company or OWNER's employees performing additional WORK related to the PROJECT at the site.
- C. The CONTRACTOR shall attend and participate in all project coordination or progress meetings and report on the progress of all WORK and compliance with schedules.
- D. The CONTRACTOR shall cooperate with others doing WORK in the area or who require access to various parts of the site. Whenever there is interference between WORK under this CONTRACT with work or access by others, the ENGINEER shall decide the manner in which the WORK shall proceed. The CONTRACTOR shall cooperate in scheduling his WORK as required by the ENGINEER.
- E. The CONTRACTOR shall be responsible for maintaining continued and uninterrupted operation of all facilities in the PROJECT area.

##### 1.02 COORDINATION

- A. Coordination: Coordinate construction activities included under various sections of these SPECIFICATIONS to assure efficient and orderly installation of each part of the WORK. Coordinate construction operations included under different sections of the SPECIFICATIONS that are dependent upon each other for proper installation, connection, and operation.

Where installation of one part of the WORK is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.

Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.

Make adequate provisions to accommodate items scheduled for later installation.

Prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

- B. Work Site Boundary Coordination: Strict adherence to predetermined WORK site boundaries is required. Where construction activities overlap in perimeter areas, WORK shall be

coordinated to prevent activities outside of these boundaries.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction work activities to avoid conflicts and ensure orderly progress of the WORK. Such administrative activities include, but are not limited to, the following:
1. Preparation of schedules;
  2. Installation and removal of temporary facilities;
  3. Delivery and processing of submittals;
  4. Progress meetings; and,
  5. Project close-out activities.

### **1.03 SUBMITTALS**

- A. Coordination Drawings: Prepare and submit coordination drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.
1. Show the interrelationship of components shown on separate SHOP DRAWINGS.
  2. Indicate required installation sequences.
  3. Comply with requirements contained in Section 01340 - Shop Drawings, Product Data and Samples.
- B. Staff Names: CONTRACTORS shall provide proposed organization charts, listing both home and field office personnel to be assigned to the PROJECT.
1. Within 15 days of NOTICE TO PROCEED, submit a list of the CONTRACTOR's principal staff assignments, including the superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.
  2. Post copies of the list in the PROJECT meeting rooms, the temporary field office, and at each temporary telephone.

## **PART 2 - PRODUCTS (NOT USED)**

## **PART 3 - EXECUTION**

### **3.01 GENERAL INSTALLATION PROVISIONS**

- A. Inspection of Conditions: Require the installer of each major component to inspect both the substrate and conditions under which WORK is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in CONTRACT DOCUMENTS.
- C. Inspect materials or equipment immediately upon delivery and again prior to installation.

Reject damaged and defective items.

- D. Recheck measurements and dimensions before starting each installation.
- E. Install each component during weather conditions and project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- F. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

### **3.02 CLEANING AND PROTECTION**

During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at substantial completion.

Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

- A. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
  - 1. Excessive static or dynamic loading.
  - 2. Excessive internal or external pressures.
  - 3. Heavy traffic.

END OF SECTION

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## SECTION 01210

### PRECONSTRUCTION CONFERENCE

#### PART 1 - GENERAL

##### 1.01 GENERAL

- A. Date, Time and Location: Conference will be held after execution of the CONTRACT and before construction is started at the site. The ENGINEER will fix the date, time and location of the meeting.
- B. The ENGINEER will prepare agenda, preside at meeting, and prepare and distribute a transcript of proceedings to all parties.
- C. CONTRACTOR shall provide data required, contribute appropriate items for discussion, and be prepared to discuss all items on agenda.

##### 1.02 REQUIRED ATTENDANCE

- A. CONTRACTOR, and major SUBCONTRACTORS and equipment suppliers, at his discretion. The CONTRACTOR's superintendent shall be present at this meeting.

##### 1.03 AGENDA

- A. Agenda will include, but will not necessarily be limited to, the following:
  - 1. Designation of responsible personnel.
  - 2. Subcontractors' responsibilities and designated representatives.
  - 3. Coordination with other contractors.
  - 4. Construction schedule.
  - 5. Contract Time.
  - 6. Processing of Shop Drawings and distribution of Submittals.
  - 7. Processing of field decisions, Requests for Information and Change Orders.
  - 8. Operation and Maintenance Manuals.
  - 9. Meetings.
  - 10. Temporary Utilities.
  - 11. Processing and Schedule of Payments.
  - 12. Contractor responsibility for safety and first aid procedures.
  - 13. Security.
  - 14. Housekeeping.
  - 15. Record Drawings.
  - 16. Letter of Notice to Proceed.
  - 17. Emergency Telephone Numbers.
  - 18. Testing and Inspection.
  - 19. Any other Project related items.

##### 1.04 SCHEDULES

- A. CONTRACTOR shall have the following schedules completed and ready for distribution at the PRECONSTRUCTION CONFERENCE:

1. Construction Schedule
2. Shop Drawing Schedule

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

END OF SECTION

## **SECTION 01310**

### **CONSTRUCTION SCHEDULES**

#### **PART 1 - GENERAL**

##### **1.01 DESCRIPTION OF WORK**

- A. Promptly after award of the CONTRACT, the CONTRACTOR shall prepare and submit to the ENGINEER estimated construction progress and payment schedules for the WORK, with subschedules of related activities which are essential to its progress.
- B. Submit revised progress schedules periodically.

##### **1.02 FORM OF PROGRESS SCHEDULES**

- A. Submit network analysis system using either critical path method, generally as outlined in Associated General Contractors of America (AGC) publication "The Use of CPM in Construction - A Manual for General Contractors" or a bar graph schedule containing sufficient information for analysis. Revised schedule showing current status of the WORK as compared to projected status shall be submitted on a regular basis as described herein.
- B. Format of Listings: The chronological order of the start of each item of WORK.
- C. Identification of Listings: By major SPECIFICATION section numbers.

##### **1.03 CONTENT OF PROGRESS SCHEDULES**

- A. Show the complete sequence of construction by activity.
- B. Activities shall identify all WORK that must be accomplished to achieve SUBSTANTIAL COMPLETION and final completion, such as WORK related to prerequisite approvals from agencies with jurisdiction over the PROJECT; work involved in the preparation, submittal, and approval of SHOP DRAWINGS and samples; work pertaining to the fabrication and delivery of materials and equipment; work associated with CONTRACTOR's installation, erection and construction activities; WORK required by the existence of underground facilities, WORK required to implement closures or cut-offs, power shutdowns, or temporary or permanent take-down of existing facilities, WORK associated with the performance of preoperational, start-up and final testing; WORK related to the tentative list of items to be completed or corrected before and subsequent to preoperational, start-up and final testing.
- C. Show the dates for the beginning, and completion of, each major element of construction. Include time for SHOP DRAWING and O&M manual production, submittal, and review. Specifically list:
  - 1. Mobilization
  - 2. Date of Substantial Completion
  - 3. Date of Final Completion

##### **1.04 PROGRESS SCHEDULE SUBMITTALS**

- A. Detailed Schedule Submittal: Set shall consist of an initial (detailed) schedule diagram which

will show detailed activities for WORK to be performed from date of commencement of the WORK until substantial completion of the WORK, or parts thereof, and summary activities for the balance of the WORK (until final completion).

1. Within one week of the PRECONSTRUCTION CONFERENCE, CONTRACTOR shall deliver three (3) copies of the Initial Detailed Schedule. The Initial Detailed Schedule shall use the date for commencement of the WORK as the date from which all activity dates are calculated; expand, revise, and modify the preliminary progress schedule submittal; reflect CONTRACTOR's preliminary plan of operations for the performance of the WORK; and point out schedule coordination requirements with respect to work by other contractors. CONTRACTOR is responsible for ensuring that the Initial Detailed Schedule Diagram has been reviewed by CONTRACTOR's subcontractors. No application for progress payment will be processed until CONTRACTOR's schedule is reviewed and concurred as reasonable.
  2. If a resubmittal is required, CONTRACTOR shall be required to respond with three (3) copies of a revised, adjusted, or modified Detailed Schedule Diagram within seven (7) days.
- B. Monthly Status Report: Monthly Status Report submittal sets shall consist of "marked-up" versions of the corresponding Detailed Schedule Diagram in accordance with the requirements of this Section of the CONTRACT DOCUMENTS.
1. CONTRACTOR shall submit three (3) copies of monthly (schedule) status reports with each application for progress payment. The first such status report shall be submitted with the first application following initial submittal of the detailed schedule, and include data as of the cut-off day of the pay period. No application for progress payment will be processed until CONTRACTOR furnishes the corresponding Monthly Status Report.
  2. Monthly Status Reports will be used in the processing of progress payments. The ENGINEER and CONTRACTOR will review status reports at monthly scheduled meetings, and CONTRACTOR will be required to address ENGINEER's comments on the subsequent Monthly Status Report.
  3. Indicate progress of each activity to date of submission. Show changes occurring since previous submission of schedule.
    - a. Major changes in scope.
    - b. Activities modified since previous submission.
    - c. Revised projections of progress and completion.
    - d. Other identifiable changes.

#### **1.05 ENGINEER SCHEDULE REVIEW RESPONSIBILITY**

- A. ENGINEER will, upon receipt and review of each schedule submittal, either indicate in writing his concurrence as noted, or return the submittal to CONTRACTOR indicating in writing reasons for refusing to concur with the submittal. In the latter case, CONTRACTOR may be required to make the necessary corrections or alterations and resubmit within the prescribed period. If CONTRACTOR fails to provide schedule submittals as required, he will be deemed not to have provided the basis upon which progress can be evaluated, which may force OWNER to refuse to make payments of the full amount requested on any pending applications for payment, or which may alternatively entitle OWNER to a set-off against the amount requested.

- B. ENGINEER's review of schedule submittals shall be only for conformance with CONTRACT times, sequencing restraints, and other information given in the CONTRACT DOCUMENTS, and shall not extend beyond the limitations applicable to the review of SHOP DRAWINGS or samples set forth in the SPECIFICATIONS.
- C. ENGINEER's review of schedule submittals will be predicated on stamps or approvals signed off by CONTRACTOR and CONTRACTOR's subcontractor (as that term is defined in the GENERAL CONDITIONS) performing WORK under an appropriate agreement with CONTRACTOR. CONTRACTOR's stamp of approval on schedule submittals shall constitute a representation to OWNER that CONTRACTOR has either determined or verified all data on the schedule submittal, and assumes full responsibility for doing so, and that CONTRACTOR and his subcontractor's have reviewed and coordinated the sequences shown in the schedule submittal with the requirements of the WORK under the CONTRACT DOCUMENTS.
- D. ENGINEER'S review of schedule submittals shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the CONTRACT DOCUMENTS.
- E. The most current approved detailed schedule will be considered the official schedule as long as it is prepared, submitted, used and kept current by CONTRACTOR in accordance with the requirements of this Section or the CONTRACT DOCUMENTS.

#### **1.06 SUBMITTAL SCHEDULE**

- A. Provide a schedule of all SHOP DRAWINGS, product data, and samples as required by the SPECIFICATIONS. Schedule shall be in the form of a chronological list indicating the date of each SHOP DRAWING, product and sample. Where more than one submittal is to be made on a particular product, sample or element of work, each such submittal shall be numbered separately and a date for such submittal shall be assigned.
- B. Submit schedule at or prior to the pre-construction conference.

#### **1.07 PAYMENT SCHEDULE**

- A. Payment schedule shall be graphically constructed to show the job progress by month on one ordinate and the cumulative anticipated job costs shown on the other ordinate. The graph should represent the CONTRACTOR's best estimate of job expenditures per month as of commencement of WORK. Payment schedule may be integral to construction schedule. Submit within 30 days of NOTICE TO PROCEED.
- B. Submit revised payment schedule as necessary to coordinate with construction schedule.

#### **1.08 SUBMISSIONS**

- A. Submit the number of copies which the CONTRACTOR requires, but not more than three (3), plus three (3) copies which will be retained by the ENGINEER.

#### **1.09 DISTRIBUTION**

- A. Distribute copies of the reviewed schedules to:
  1. Job size file (progress and payment schedule).
  2. Subcontractors (progress schedule only).
  3. Other concerned parties (progress schedule only).

- B. Instruct recipients to report promptly to the CONTRACTOR, in writing, any problems anticipated by the projections shown in the schedules.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

END OF SECTION

## SECTION 01340

### SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

#### PART 1 - GENERAL

##### 1.01 SHOP DRAWINGS

- A. The term "SHOP DRAWINGS" as used herein shall include detailed design calculations; fabrication and installation drawings; material and parts lists; graphs; test data; operating instructions; and other items as specified or shown which shall include but not necessarily be limited to:
1. Drawings and/or catalog information and cuts.
  2. Specifications, parts lists, suggested spare parts lists, and equipment drawings.
  3. Complete lubrication, maintenance and operation instructions, including initial startup instructions.
  4. Applicable certifications.
  5. Anchor bolt templates, mounting instructions and mounting design calculations as required per the Contract Documents.
  6. Required maintenance operations to allow all installed equipment to remain idle for the period of time prior to its installation.
  7. Other technical, installation, and maintenance data as applicable.
  8. Unloading and handling methods, and storage requirements.
  9. Proposed changes to the Contract Documents noted and highlighted.
  10. Paint or coating submittal showing type of paint or coating and the mils thickness of coating system used.
  11. Drawings showing CONTRACTOR field verifications illustrating all field dimensions. CONTRACTOR shall field verify all dimensions and existing materials shown on the Drawings. Any modifications required to structures and/or support systems to accommodate CONTRACTOR submitted equipment and/or systems shall be at the CONTRACTOR's expense.
- B. Present in a clear and thorough manner. Each fabrication drawing to have a title block in the lower right hand corner with the PROJECT name and number, OWNER's name, fabricator's and CONTRACTOR's name, fabricator's plant location, drawing number, date, and revision block.
- C. Identify field dimensions; show relation to adjacent or critical features of WORK or products.
- D. Provide CONTRACTOR's approval stamp on each SHOP DRAWING.
- E. Minimum Sheet Size: 8 1/2 x 11 inches.

##### 1.03 PRODUCT DATA

- A. Submit only pages which are pertinent; mark each copy of standard printed data to identify pertinent products, referenced to SPECIFICATION section and article number. Show reference standards, performance characteristics, and capacities; component parts; finishes; dimensions; and required clearances.
- B. Modify manufacturer's standard schematic drawings and diagrams to supplement standard

information and to provide information specifically applicable to the WORK. Delete information not applicable.

#### **1.04 SAMPLES**

- A. Submit full range of manufacturer's standard finishes except when more restrictive requirements are specified, indicating colors, textures, and patterns, for ENGINEER selection.
- B. Submit samples to illustrate functional characteristics of products, including parts and attachments.
- C. Approved samples which may be used in the WORK are indicated in the SPECIFICATION section.
- D. Label each sample with identification required for transmittal letter.
- E. Provide field samples of finishes at PROJECT, at location acceptable to ENGINEER, as required by individual SPECIFICATIONS section. Install each sample complete and finished. Acceptable finishes in place may be retained in complete WORK.

#### **1.05 MANUFACTURER'S INSTRUCTIONS**

- A. When required in individual SPECIFICATION sections or requested by the ENGINEER, submit manufacturer's printed instructions for delivery, storage, preparation, assembly, installation, startup, adjusting, balancing, and finishing.
- B. Comply with the provisions of Section 01400 - Quality Control.

#### **1.06 CONTRACTOR REVIEW**

- A. Review submittals prior to transmittal; determine and verify field measurements, field construction criteria, manufacturer's catalog numbers, and conformance of submittal with requirements of CONTRACT DOCUMENTS.
- B. Coordinate submittals with requirements of WORK and of CONTRACT DOCUMENTS.
- C. Provide CONTRACTOR's stamp, and sign or initial each SHOP DRAWING and product data submittal, and each sample label to certify compliance with requirements of CONTRACT DOCUMENTS. Notify ENGINEER in writing at time of submittal, of any deviations from requirements of CONTRACT DOCUMENTS.
- D. Do not fabricate products or begin work which requires submittals until return of submittal with ENGINEER acceptance.

#### **1.07 SUBMITTAL REQUIREMENTS**

- A. Transmit submittals in accordance with approved Progress Schedule, and in such sequence to avoid delay in the WORK.
- B. Provide blank space on each submittal for ENGINEER's stamp.
- C. Apply CONTRACTOR's stamp, signed or initialed, certifying to review, verification of products, field dimensions and field construction criteria, and coordination of information with requirements of WORK and CONTRACT DOCUMENTS.

- D. Coordinate submittals into logical groupings to facilitate interrelation of the several items:
  - 1. Finishes which involve ENGINEER selection of colors, textures, or patterns.
  - 2. Associated items which require correlation for efficient function or for installation.
- E. Submit number of copies of SHOP DRAWINGS CONTRACTOR requires, plus three (3) which will be retained by ENGINEER.
- F. Submit number of copies of product data and manufacturer's instructions CONTRACTOR requires, plus three (3) copies which will be retained by ENGINEER.
- G. Submit the number of samples specified in individual SPECIFICATION section; one (1) will be retained by ENGINEER. Reviewed samples which may be used in the WORK are indicated in the SPECIFICATION section.
- H. Submit under ENGINEER-accepted transmittal form letter. Identify PROJECT by title and number. Identify WORK and product by SPECIFICATIONS section and article number.
- I. Allow ten (10) calendar days for ENGINEER's review.

#### **1.08 RESUBMITTALS**

- A. Make resubmittals under procedures specified for initial submittals; identify changes made since previous submittal.

#### **1.09 DISTRIBUTION**

- A. Distribute reproductions of SHOP DRAWINGS, copies of product data, and samples, which bear ENGINEER stamp of approval, to job site file, record documents file, subcontractors, suppliers, and other entities requiring information.

### **PART 2 – PRODUCTS (NOT USED)**

### **PART 3 – EXECUTION (NOT USED)**

END OF SECTION

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## **SECTION 01400**

### **QUALITY CONTROL**

#### **PART 1 - GENERAL**

##### **1.01 DESCRIPTION OF WORK**

- A. WORK under this Section includes all testing required by the CONTRACT as specified herein and further specified in the technical sections.

##### **1.02 TESTING METHODS**

- A. All tests shall be made in accordance with commonly recognized standards of national organizations unless alternate specific testing methods are set forth in the technical sections.

##### **1.03 COSTS**

- A. The OWNER will employ and pay for an independent testing laboratory to perform all testing services as specified in the technical sections, unless otherwise specified.

Additional inspection and tests required because of defective work or ill-timed notices shall be performed at the CONTRACTOR's expense.

##### **1.04 QUALITY ASSURANCE**

- A. Samples: The CONTRACTOR shall supply samples or test specimens if and when required by the SPECIFICATIONS or the ENGINEER. These samples or test specimens shall be prepared and furnished with information as to their source in such quantities and size as may be required for proper examination and tests, with all freight charges prepaid. All samples shall be submitted before shipment of materials to the site of the WORK and in ample time to permit the making of proper tests, analysis, examination, rejections and resubmissions before the time required to incorporate the materials into the WORK. No such materials shall be used in WORK until they have been accepted in writing by the ENGINEER. Samples of materials will be retained by the ENGINEER for references and comparison purposes.
- B. Certification: Producers and associations which have instituted approved systems of quality control and have been approved may submit certifications of compliance in lieu of further testing. Lumber and plywood grademarks by approved associations and materials for equipment bearing Underwriter's Laboratory label require no further plan inspection and testing, unless more restrictive requirements are required, or otherwise specifically required in the SPECIFICATIONS.

##### **1.05 TESTING LABORATORIES**

- A. The testing laboratories will be provided by the OWNER.

##### **1.06 CONTRACTOR'S RESPONSIBILITY**

- A. Access: Furnish free access to various parts of the WORK and assist testing inspection personnel in performance of their duties at no additional cost to the OWNER.

- B. **Concealed Work:** When directed by the ENGINEER, the CONTRACTOR shall open for inspection any part of the WORK which has been concealed. Should the CONTRACTOR refuse or neglect such a request, the OWNER may employ any other person to open up the same or do so himself. If any parts of the WORK have been concealed in violation of the ENGINEER's instructions or, if on being opened, it is found not to be in accordance with the terms of the CONTRACT DOCUMENTS, the expense of opening and recovering, whether done by the CONTRACTOR or not, shall be charged to the CONTRACTOR. If the work is found to be in accordance with the terms of the CONTRACT DOCUMENTS, the actual necessary expense of opening and recovering shall be borne by the OWNER, and if the work of opening and recovering is done by the CONTRACTOR, it shall be considered as extra work and paid for accordingly.
- C. **Data:** Furnish samples, records, drawings, certificates, and similar data as may be required by testing and inspection personnel to assure compliance with the CONTRACT DOCUMENTS.
- D. **Notices:** The CONTRACTOR shall notify the ENGINEER not less than 48 hours before WORK requiring inspection is started. The CONTRACTOR shall schedule portions of the WORK requiring inspection and testing, so that the ENGINEER's time on the PROJECT is continuous and as brief as possible. Provide notice to the ENGINEER 24 hours prior to concealment.

#### **1.07 RESIDENT PROJECT REPRESENTATIVE**

- A. **Appointment:** The ENGINEER is providing RESIDENT PROJECT REPRESENTATIVE to inspect necessary portions of the WORK. Such inspection may extend to any or all parts of the WORK, and to the preparation or manufacture of materials to be used.
- B. **Authority of RESIDENT PROJECT REPRESENTATIVE:** RESIDENT PROJECT REPRESENTATIVES are not authorized to revoke, alter, enlarge or relax the provisions of the CONTRACT DOCUMENTS, and the RESIDENT PROJECT REPRESENTATIVE is placed on the WORK to keep the ENGINEER informed as to the progress of the WORK and the manner in which it is being done. He may also call the attention of the CONTRACTOR to any deviations from the plans or SPECIFICATIONS. Failure of the RESIDENT PROJECT REPRESENTATIVE or the ENGINEER to call the attention of the CONTRACTOR to faulty WORK or deviation from the CONTRACT DOCUMENTS shall not constitute acceptance of said WORK. A RESIDENT PROJECT REPRESENTATIVE is not authorized to approve or accept any portions of the WORK or to issue instructions contrary to the CONTRACT DOCUMENTS. The RESIDENT PROJECT REPRESENTATIVE will exercise only such additional authority as may be specially delegated to him by the ENGINEER, notice of which will be given in writing to the CONTRACTOR.
- C. The CONTRACTOR shall be responsible for ensuring safe working conditions per OSHA to allow inspection of all WORK by the RESIDENT PROJECT REPRESENTATIVE. This shall include providing all necessary monitoring devices and safety equipment for entering any confined spaces made part of the WORK. Payment will not be made for any part of the WORK which cannot be safely inspected by the RESIDENT PROJECT REPRESENTATIVE.

#### **1.08 TEST REPORTS**

- A. The OWNER's testing laboratory will prepare logs, test reports and certificates applicable to specific tests and inspections. Reports will include description of method of test, identification of samples and portions of the WORK tested. They will state description of location of WORK, time and date of obtaining and testing samples, weather and climatic conditions, and evaluation of results of test, including recommendations for action. As a minimum, copies will be distributed by the testing lab as follows:

OWNER: 1  
ENGINEER: 1

**1.09 DEFECTIVE WORK**

- A. Remove and replace any work found defective or not complying with requirements of contract documents, at no additional cost to OWNER.

Work will be checked as it progresses, but failure to detect any defective work or materials shall not in any way prevent later rejection when such defect is discovered, nor shall it obligate the ENGINEER for final acceptance.

If test cylinders for concrete fail to meet design stresses, make core and load tests as directed.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

END OF SECTION

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## **SECTION 01500**

### **TEMPORARY FACILITIES AND CONTROLS**

#### **PART 1 - GENERAL**

##### **1.01 HOURS OF WORK**

- A. The CONTRACTOR shall establish his own work hours in accordance with the Construction Schedule submitted in Section 01310. No WORK shall be performed between the hours of 7:00 p.m. and 7:00 a.m., on Saturdays, Sundays or holidays unless written request is made to the ENGINEER and approved by the OWNER and ENGINEER.

##### **1.02 PUBLIC SAFETY AND CONVENIENCE**

- A. The CONTRACTOR shall comply with all rules and regulations of state and local authorities regarding the closing of public traffic. No roads shall be closed to the public except by express permission of the ENGINEER. The CONTRACTOR shall conduct the WORK so as to ensure the least possible obstruction to traffic and normal commercial pursuits. He shall protect all obstructions within traveled roadways with approved signs, barricades and lights where necessary or where ordered by the ENGINEER for the safety of the public. The convenience of the general public and residents along the WORK, and the protection of persons and property is of prime importance and shall be provided for in an adequate and satisfactory manner.

Whenever the CONTRACTOR's operations create a hazardous condition, he shall furnish flagmen and guards as necessary to give adequate warning to the public of any dangerous condition encountered.

##### **1.03 TRAFFIC CONTROL**

- A. All traffic control devices shall conform to the current edition of the "Manual of Uniform Traffic Control Devices."
- B. The cost for all necessary traffic control by the CONTRACTOR shall be incidental to the entire PROJECT and shall be included in the CONTRACT PRICE.

##### **1.04 CONSTRUCTION UTILITIES AND MISCELLANEOUS FACILITIES**

- A. General: The CONTRACTOR shall provide the temporary facilities and controls as hereinafter specified and as required by law.
- B. Hoists, scaffolds, staging, storage and miscellaneous:
  - 1. Equipment shall be provided with proper guys, bracing and other safety devices as required by local or state codes and regulations.
  - 2. Provide suitable substantial facilities or protection for storing, immediately after delivery, materials which may be damaged by storage in the open.
- C. Power: Unless otherwise specified, the CONTRACTOR shall provide all necessary power and special connections to power lines. The CONTRACTOR is responsible for removing any

temporary electrical systems installed for construction purposes.  
The location of temporary power facilities shall be determined by the CONTRACTOR and approved by the utility agency and the INSPECTOR.

- D. Water: Unless otherwise specified, the CONTRACTOR shall provide and pay for all necessary water and special connections to a water supply.

Where applicable, the CONTRACTOR shall provide a backflow preventer device to prevent a direct cross connection between the water supply and wastewater conveying systems.

- E. Telephone: The CONTRACTOR shall provide a telephone service at the site. A radio telephone service is not acceptable as a substitute for the required telephone service. A properly operating and continually accessible cellular phone is acceptable.
- F. Sanitary Facilities: The CONTRACTOR shall provide adequate toilet facilities for all workmen and OWNER's representatives employed on the WORK. The CONTRACTOR shall maintain the same in a sanitary condition from the beginning of the WORK until completion and shall then remove the facilities and disinfect the premises. All portions of the WORK shall be maintained at all times in a sanitary condition. Temporary sanitary facilities shall be removed upon the completion of the PROJECT.
- G. Permanent Facilities: The CONTRACTOR is specifically prohibited from utilizing permanent facilities, such as pumps, heating and ventilation equipment, water, air and power systems, cranes and hoists in the construction of the PROJECT.
- H. Parking Facilities: The CONTRACTOR shall provide adequate off-road parking facilities for the automobiles used by his construction employees and the OWNER's representatives.
- I. Temporary Heating: The CONTRACTOR shall provide temporary heating, covering and enclosures as necessary to protect all WORK and material against damage by dampness and cold, and to facilitate completion of WORK. The CONTRACTOR shall supply all the fuel, equipment and material required for temporary heating.
- J. Construction Signs: No commercial or advertising signs shall be allowed on the site of the WORK.
- K. Fencing: Provide temporary fencing around site at all times when it appears that the WORK area could be a hazard to the public.
- L. Fire Protection: Provide portable, operable fire extinguishers at the site at all times in accordance with NFPA Standard 10.

#### **1.05 PROTECTION OF EXISTING CONSTRUCTION**

- A. The CONTRACTOR shall protect existing construction and finishes liable to damage through performance of the WORK.

#### **1.06 BARRIERS**

- A. The CONTRACTOR shall erect and maintain guard rails or other suitable barriers where required.

### **1.07 WATER CONTROL**

- A. The CONTRACTOR shall provide all necessary pumping equipment and temporary swales as required to keep the WORK areas free from water. Water shall be discharged as directed by the ENGINEER.

### **1.08 FIRE PREVENTION CONTROL**

- A. General: The CONTRACTOR shall take all precautions necessary and required to prevent fires. Comply with requirements of local authorities having jurisdiction.
- B. Fuel for cutting and heating torches shall be gas only, and shall be contained in Underwriter's Laboratory approved containers.
- C. The CONTRACTOR shall provide and maintain a 20-pound capacity, dry-chemical type fire extinguisher in the immediate vicinity of the WORK when welding tools or torches of any type are in use.
- D. The CONTRACTOR shall not use volatile liquids for cleaning agents or as fuels for motorized equipment or tools within building, except with the written approval of the ENGINEER.
- E. Tarpaulins shall be securely anchored and flame-proofed when attached to any wood scaffolding, and when used to enclose any portion of a building above the first floor.

### **1.09 POLLUTION CONTROL**

- A. General: The CONTRACTOR's construction activities shall be performed by methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, and other pollutants and wastes into streams, flowing or dry watercourses, lakes, and underground water sources. Such pollutants and wastes include, but are not restricted to, refuse, garbage, cement, concrete, sanitary waste, industrial waste, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts, and thermal pollution.

### **1.10 RUBBISH REMOVAL**

- A. The CONTRACTOR shall clean up the debris resulting from WORK at least once a day or more often, if it interferes with the work of others or presents a fire hazard. Debris shall be closely piled where directed.
- B. The CONTRACTOR shall remove and dispose of all debris when directed.
- C. Waste materials including, but not restricted to, refuse, garbage, sanitary wastes, industrial wastes, and oil and other petroleum products, shall be disposed of by the CONTRACTOR. Except for burnable materials, disposal of waste materials shall be by removal from the construction area. Waste materials removed from the construction area shall be disposed of at an approved landfill.
- D. The CONTRACTOR shall stockpile all waste material at the waste site in an expeditious manner. Burning of waste material will be permitted.

### **1.11 DISPOSAL OF MATERIAL BY BURNING**

- A. The CONTRACTOR shall secure the permission of the City and the necessary burning permits from the state and local authorities. All burning shall be in accordance with state and local

laws.

- B. All materials to be burned shall be piled in such a manner as will cause the least fire hazards. Burning shall be thorough and complete and all charred pieces remaining after burning, except for scattered small pieces, shall be removed from the construction area and disposed of as otherwise provided in this paragraph.
- C. The CONTRACTOR shall, at all times, take special precautions to prevent fire from spreading beyond the areas being burned and shall be liable for any damage caused by the CONTRACTOR's burning operations. The CONTRACTOR shall have available, at all times, suitable equipment and supplies for use in preventing and suppressing fires and shall be subject to all laws and regulations applicable for presuppression, suppression, and prevention of fires.
- D. Material to be disposed of by removal from the construction area shall be removed from the area upon completion of the WORK under these CONTRACT DOCUMENTS. All materials removed shall become the property of the CONTRACTOR.
- E. Materials to be disposed of by dumping shall be hauled to an approved landfill. It shall be the responsibility of the CONTRACTOR to make any necessary arrangements with private parties and with local officials pertinent to locations and regulations of such dumping. Any fees or charges required to be paid for dumping of materials shall be paid by the CONTRACTOR.

#### **1.12 DISCONTINUANCE, CHANGES AND REMOVAL**

- A. The CONTRACTOR shall discontinue the temporary services herein specified when their use is no longer required or they impede progress on the WORK, all as directed. The discontinuance of any temporary service herein specified prior to the completion of any or all branches of the WORK shall not render the OWNER liable for any additional cost of the WORK entailed thereby, and the CONTRACTOR shall thereafter furnish under his contract, and at no additional cost to the OWNER, any and all temporary service required by his WORK to replace that discontinued.
- B. Should a change in location of any of the temporary facilities be necessary in order to progress the WORK properly, CONTRACTOR shall remove and relocate such items as directed without additional cost to the OWNER.
- C. When directed and no longer required, CONTRACTOR shall remove the temporary facilities specified herein. Material used for temporary facilities which are removed shall become the property of the CONTRACTOR and shall be removed from the site by the CONTRACTOR.

#### **PART 2 – PRODUCTS (NOT USED)**

#### **PART 3 – EXECUTION (NOT USED)**

END OF SECTION

## **SECTION 01600**

### **MATERIAL AND EQUIPMENT**

#### **PART 1 - GENERAL**

##### **1.01 DESCRIPTION OF WORK**

- A. This Section describes material and equipment incorporated into the WORK.
  - 1. Material and equipment shall conform to applicable SPECIFICATIONS and standards.
  - 2. Material and equipment shall comply with size, make, type and quality specified, or as specifically approved in writing by the ENGINEER.
  - 3. The CONTRACTOR shall provide manufactured and fabricated products conforming to the following requirements:
    - a. Design, fabricate and assemble in accord with the best engineering and shop practices.
    - b. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
    - c. Two or more items of the same kind shall be identical, by the same manufacturer.
    - d. Products shall be suitable for service conditions.
    - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
  - 4. The CONTRACTOR shall not use material or equipment for a purpose other than that for which it is designed or is specified.

##### **1.02 MANUFACTURER'S INSTRUCTIONS**

- A. The CONTRACTOR shall perform WORK in accordance with manufacturer's instructions. No preparatory step or installation procedure shall be omitted unless specifically modified or exempted by CONTRACT DOCUMENTS.

##### **1.03 TRANSPORTATION AND HANDLING**

- A. The CONTRACTOR shall arrange deliveries on products in accordance with construction schedules. The CONTRACTOR shall coordinate to avoid conflict with WORK and conditions at the site.
  - 1. The CONTRACTOR shall deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
  - 2. Immediately on delivery, CONTRACTOR shall inspect shipments to assure compliance with requirements of CONTRACT DOCUMENTS and approved submittals,

and that products are properly protected and undamaged.

- B. The CONTRACTOR shall provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

#### **1.04 STORAGE AND PROTECTION**

- A. The CONTRACTOR shall store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
  - 1. The CONTRACTOR shall store products subject to damage by the elements in weathertight enclosures.
  - 2. The CONTRACTOR shall maintain temperature and humidity within the ranges required by manufacturer's instructions.
- B. Exterior Storage
  - 1. The CONTRACTOR shall store fabricated products above the ground, on blocking or skids, to prevent soiling or staining. Products which are subject to deterioration shall be covered with impervious sheet coverings, and adequate ventilation shall be provided to avoid condensation.
  - 2. The CONTRACTOR shall store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
  - 3. The CONTRACTOR shall maintain covers on equipment until the equipment is put into operation.
- C. The CONTRACTOR shall arrange storage in a manner to provide easy access for inspection. Periodic inspections of stored products shall be made to assure that products are maintained under specified conditions, and free from damage or deterioration.
- D. Protection After Installation
  - 1. The CONTRACTOR shall provide substantial coverings as necessary to protect installed products from damage from traffic, weather and subsequent construction operations, and shall remove when no longer needed.

#### **PART 2 – PRODUCTS (NOT USED)**

#### **PART 3 – EXECUTION (NOT USED)**

END OF SECTION

## **SECTION 01630**

### **PRODUCT OPTIONS AND SUBSTITUTIONS**

#### **PART 1 - GENERAL**

##### **1.01 DESCRIPTION OF WORK**

- A. CONTRACTOR shall submit proposed options and product substitution data and information for review by ENGINEER on the Substitution Request Form provided herein.

##### **1.02 PROPOSED SUBSTITUTIONS**

- A. Substitutions will be considered only under the following conditions:
  - 1. Substitutions required for compliance with final interpretations of code requirements or insurance regulations.
  - 2. Unavailability of specified products, through no fault of CONTRACTOR.
  - 3. Subsequent information disclosed inability of specified product to perform properly or to fit in designated space.
  - 4. Manufacturer/fabricator refusal to certify or guarantee performance of specified product as required.
  - 5. When a substitution would be substantially beneficial to OWNER.

##### **1.03 CONTRACTOR OPTIONS**

- A. Products specified by reference standards or by description only: Any product meeting those standards.
- B. Products specified by naming one or more manufacturers with a substitution paragraph or an "or equal" clause: Submit a request for substitution for any manufacturer not specifically named.
- C. Products specified by naming several manufacturers but without a substitution paragraph or an "or equal" clause; No options, no substitutions, allowed.
- D. Products specified by naming only one manufacturer but without a substitution paragraph or an "or equal" clause: No option; no substitutions allowed.

##### **1.04 LIMITATIONS ON SUBSTITUTIONS**

- A. Requests for substitutions of products will be considered only within time frame defined in Section 01600 - Material and Equipment. Submittals received after that time will not be considered. Substitutions will be considered in accordance with Paragraph 1.02A and 1.03 above.
- B. Substitutions will not be considered when indicated on shop drawings or product data submittals without separate formal request, when requested directly by subcontractor or

supplier, or when acceptance will require substantial revision of Contract Documents.

- C. Substitute products shall not be ordered or installed without written acceptance.
- D. Only one request for substitution for each product will be considered. When substitution is not accepted, provide specified product.
- E. ENGINEER will determine acceptability of substitutions.

#### **1.05 REQUESTS FOR SUBSTITUTIONS.**

- A. Submit request for each substitution. Document each request by submitting a Substitution Request Form for review by ENGINEER.
- B. Identify product by SPECIFICATIONS section and article numbers. Provide manufacturer's name and address, trade name of product, and model or catalog number.
- C. Attach product data to each request form

#### **1.06 CONTRACTOR REPRESENTATION**

- A. Request for substitution constitutes a representation that CONTRACTOR has investigated propose product and has determined that it is equal to or superior in all respects to specified product or that the cost reduction offered is ample justification for accepting the offered substitution.
- B. CONTRACTOR will provide same warranty or bond for substitution as for specified product.
- C. CONTRACTOR will coordinate installation of accepted substitute, making such changes as may be required for WORK to be complete in all respects.
- D. CONTRACTOR waives claims for additional costs related to substitution which may later become apparent.

#### **1.07 SUBMITTAL PROCEDURES**

- A. Submit three copies of each separate Substitution Request Form. All items must be completed or marked "no change".
- B. ENGINEER will notify CONTRACTOR, in writing, of decision to accept or reject requested substitution within fifteen (15) working days.
- C. For accepted products, submit shop drawings, product data and samples in accordance with Section 01340.

### **PART 2 – PRODUCTS (NOT USED)**

### **PART 3 – EXECUTION (NOT USED)**

**SUBSTITUTION REQUEST FORM**

TO: \_\_\_\_\_

PROJECT: \_\_\_\_\_

We hereby submit for your consideration the following product instead of the specified item for the above project:

Section: Paragraph:      Specified Item:  
\_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Attach complete technical data, including laboratory tests, if applicable. Include complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Fill in blanks below:

A. Does the substitution affect dimensions shown on Drawings? \_\_\_\_\_

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? \_\_\_\_\_

C. What affect does substitution have on construction schedule & other trades?  
\_\_\_\_\_

D. State quality and performance differences between proposed substitutions and specified items.  
\_\_\_\_\_

E. Cost differences between proposed substitution and specified item? (Indicate net change to contract sum) \_\_\_\_\_

F. Manufacturer's guarantees of the proposed and specified items are:  
\_\_\_\_\_ Same                  \_\_\_\_\_ Different (explain on attachment)

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted By:

For use by Engineer:

\_\_\_\_\_  
Signature

\_\_\_\_\_ Accepted      \_\_\_\_\_ Accepted As Noted

\_\_\_\_\_  
Firm

\_\_\_\_\_ Not Accepted      \_\_\_\_\_ Received Too Late

\_\_\_\_\_  
Address

By \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_ Telephone \_\_\_\_\_

Remarks \_\_\_\_\_

END OF SECTION

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## **SECTION 01641**

### **ENVIRONMENTAL CONTROLS**

#### **PART 1 - GENERAL**

##### **1.01 GENERAL**

- A. The CONTRACTOR shall provide and maintain methods, equipment, and temporary construction as necessary to provide controls over environmental conditions at the construction site and adjacent areas and shall remove physical evidence of the temporary facilities at the completion of WORK.
- B. The CONTRACTOR shall, at his own expense, obtain all required permits for environmental controls unless otherwise specified.

##### **1.02 NOISE CONTROL**

- A. The CONTRACTOR's vehicles and equipment shall be such as to minimize noise to the greatest degree practicable. Noise levels shall conform to the latest OSHA and local agency standards.

##### **1.03 DUST CONTROL**

- A. The CONTRACTOR shall be responsible for controlling objectionable dust caused by his operation of vehicles and equipment, clearing or for any reason whatever. The CONTRACTOR shall apply water or use other methods subject to the ENGINEER's approval which will keep dust in the air to a minimum.
- B. Dust control measures shall be maintained at all times to the satisfaction of the ENGINEER.

##### **1.04 PEST AND RODENT CONTROL**

- A. The CONTRACTOR shall provide rodent and pest control as necessary to prevent infestation of construction or storage areas. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.

##### **1.05 EROSION PROTECTION**

- A. CONTRACTOR shall plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
  - 1. Hold the areas of bare soil exposed at any time to a minimum.
  - 2. Provide temporary control measures such as berms, dikes and drains.
- B. CONTRACTOR shall construct fills and waste areas by selective placement to eliminate surface silts or clays which will erode.
- C. CONTRACTOR shall periodically inspect earthwork to detect any evidence of the start of erosion. Apply corrective measures as required to control erosion.

**1.06 PAINT AND SOLVENT CONTROL**

- A. CONTRACTOR shall comply with all requirements of regulatory agencies in use, storage, application, and disposal of paints and solvents, and containers for paints and solvents. All disposal shall be at an approved legal disposal site.

**1.07 AIR EMISSIONS**

- A. CONTRACTOR shall comply with all requirements of regulatory agencies for pollutant emissions from all vehicles and equipment.

**1.08 USED HYDROCARBONS**

- A. Used hydrocarbons shall be disposed of at an approved legal disposal site.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

END OF SECTION

## **SECTION 01700**

### **CONTRACT CLOSEOUT**

#### **PART 1 - GENERAL**

##### **1.01 RELATED REQUIREMENTS**

- A. Conditions of the CONTRACT: Fiscal provisions, legal submittals, and other administrative requirements.
- B. Section 01500- Temporary Facilities and Controls

##### **1.02 CLOSEOUT PROCEDURES**

- A. CONTRACTOR shall comply with procedures stated in GENERAL CONDITIONS of the CONTRACT for issuance of CERTIFICATE OF SUBSTANTIAL COMPLETION.
- B. When CONTRACTOR considers WORK has reached final completion, CONTRACTOR shall submit written certification that CONTRACT DOCUMENTS have been reviewed, WORK has been inspected, and that WORK is complete in accordance with CONTRACT DOCUMENTS and ready for ENGINEER's inspection.
- C. In addition to submittals required by the conditions of the CONTRACT, CONTRACTOR shall provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted CONTRACT SUM, previous payments, and sum remaining due.
- D. If appropriate, the ENGINEER will issue a final CHANGE ORDER reflecting any approved adjustments to CONTRACT SUM not previously made by CHANGE ORDER.

##### **1.03 FINAL CLEANING**

- A. CONTRACTOR shall execute prior to final inspection.
- B. CONTRACTOR shall clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances; polish transparent and glossy surfaces.
- C. CONTRACTOR shall clean site; sweep paved area; rake clean other surfaces.
- D. CONTRACTOR shall remove waste and surplus materials, rubbish, and construction facilities from the PROJECT and from the site.

##### **1.04 WARRANTIES AND BONDS**

- A. CONTRACTOR shall provide duplicate copies. Execute CONTRACTOR's submittals and assemble documents executed by subcontractors, suppliers, and manufacturers.
- B. CONTRACTOR shall submit material prior to final application for payment.

#### **PART 2 – PRODUCTS (NOT USED)**

#### **PART 3 – EXECUTION (NOT USED)**

END OF SECTION

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## **SECTION 01720**

### **PROJECT RECORD DOCUMENTS**

#### **PART 1 - GENERAL**

##### **1.01 DESCRIPTION OF WORK**

- A. CONTRACTOR shall maintain and provide the ENGINEER with the PROJECT record documents as specified below except where otherwise specified or modified in other Divisions of the CONTRACT DOCUMENTS. Current status of RECORD DRAWINGS shall be a condition precedent to progress payments.

##### **1.02 MAINTENANCE OF DOCUMENTS**

- A. A set of blueines of the CONTRACT DRAWINGS shall be updated by the CONTRACTOR with record information and reviewed by the ENGINEER prior to each request for payment made by the CONTRACTOR.

##### **1.03 RECORDING**

- A. CONTRACTOR shall keep record documents current, and updated at least monthly.
- B. CONTRACTOR shall not permanently conceal any WORK until required information has been recorded.
- C. Contract Drawings: CONTRACTOR shall legibly mark to record actual construction including:
  - 1. Depths of various elements of foundation in relation to datum.
  - 2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
  - 3. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
  - 4. Field changes of dimensions and details.
  - 5. Changes made by modification or field change.
  - 6. Details not on original CONTRACT DRAWINGS.
- D. Specifications and Addenda: CONTRACTOR shall legibly mark up each Section to record:
  - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
  - 2. Changes made by modification or field change.
  - 3. Other matters not originally specified.
- E. Shop Drawings: CONTRACTOR shall maintain as record documents and legibly annotate drawings to record changes made after review.

##### **1.04 RECORD DRAWINGS**

- A. RECORD DRAWINGS shall be prepared for all the WORK included in the CONTRACT showing the actual in-place installation of the items installed under this CONTRACT. The drawings shall show the WORK in plan and sections as required for clarity with reference dimensions

and elevations for complete RECORD DRAWINGS.

- B. The CONTRACT DRAWINGS may be used as a starting point in developing these drawings. Subcontractor and manufacturer drawings may be included in this drawing package. The drawing package must be fully integrated and include the necessary cross references between the drawings. The drawing package shall include interconnection and termination details to equipment furnished under this CONTRACT.
- C. The RECORD DRAWINGS of the electrical work shall show one-line diagrams with all conduit and wire sizes shown of the distribution systems and the actual in-place grounding system, lighting arrangement, motor control centers, corrected wiring diagrams, equipment and conduit and cable plans.

#### **1.05 SUBMITTAL**

- A. No later than 30 days after the completion of the WORK, the CONTRACTOR shall furnish three (3) blueline sets of the RECORD DRAWINGS to the ENGINEER for review and approval. The RECORD DRAWINGS will be reviewed and returned to the CONTRACTOR within 30 days. A set of reproducible and three (3) blueline sets of the final record documents shall be submitted to the ENGINEER. The final submittal of RECORD DRAWINGS shall be made not later than 30 days after the ENGINEER returns the documents and prior to final payment.

#### **PART 2 – PRODUCTS (NOT USED)**

#### **PART 3 – EXECUTION (NOT USED)**

END OF SECTION

## **SECTION 01740**

### **MISCELLANEOUS WORK AND CLEANUP**

#### **PART 1 - GENERAL**

##### **1.01 DESCRIPTION OF WORK**

- A. This Section includes operations which cannot be specified in detail as separate Items, but can be sufficiently described as to the kind and extent of work involved. The CONTRACTOR shall furnish all labor, materials, equipment and incidentals to complete the WORK under this Section.
- B. The WORK of this Section includes, but is not limited to, the following:
  - 1. Restoring servitudes and rights-of-way.
  - 2. Cleaning up.
  - 3. Incidental work.
- C. All WORK shall be completed in a workmanlike manner by competent workmen in full compliance with all applicable sections of these SPECIFICATIONS.

#### **PART 2 - PRODUCTS**

##### **2.01 MATERIALS**

- A. Materials required for this Section shall be of at least the same type and quality as materials that are to be replaced or restored. Where possible, the CONTRACTOR shall reuse existing materials that are removed and then replaced, with the exception of paving.

#### **PART 3 - EXECUTION**

##### **3.01 RESTORING OF FENCES AND GUARD RAILS**

- A. It may be necessary for the CONTRACTOR to remove, store and replace existing fences and guard rails during construction. Only the sections directed by the ENGINEER shall be removed. If any section of fence or guard rail is damaged due to the CONTRACTOR'S negligence, it shall be replaced with fencing or guard rail equal to or better than that damaged, and the WORK shall be satisfactory to the ENGINEER.

##### **3.02 RESTORING SERVITUDES AND RIGHTS-OF-WAY**

- A. Portions of the construction occur in servitudes through private property. The CONTRACTOR shall be responsible for all damage to private property due to his operations. He shall protect from injury all walls, fences, cultivated shrubbery, pavement, underground facilities such as water pipe, or other utilities which may be encountered. If removal and replacement are required, it shall be done in a workmanlike manner so that the replacement is equivalent to that which existed prior to construction.
- B. Existing lawn, pasture or other grassed surfaces damaged by construction shall be regraded

and resodded or reseeded. These areas shall be maintained until all WORK under this CONTRACT has been completed and accepted.

### **3.05 CLEANING UP**

The CONTRACTOR shall remove all construction material, excess excavation, buildings, equipment and other debris remaining on the job as a result of construction operations and shall render the site of the WORK in a neat and orderly condition.

### **3.06 INCIDENTAL WORK**

Perform all incidental work not otherwise specified, but obviously necessary for the proper completion of the CONTRACT as specified and as shown on the DRAWINGS.

END OF SECTION

# **TECHNICAL SPECIFICATIONS**



## SECTION 02951

### SEWER MANHOLE REHABILITATION AND LINING

#### 1. GENERAL

##### 1.1 THE REQUIREMENT

- A. The CONTRACTOR shall line manholes as shown and specified within the Contract Documents using either an Epoxy Lining System, 100% Solids Epoxy System or a Multi-Component Stress Panel Lining System.
- B. This section covers all workmanship, materials and quality requirements for rehabilitation and lining work on the interior surfaces of manholes. CONTRACTOR shall provide and apply resurfacing and lining materials as specified and as indicated on drawings and per Manufacturer's instructions design details.
- C. It is the intent of this portion of the Work to provide for all aspects of sewer manhole rehabilitation including type of repair, methods of repair, materials, and equipment as may be appropriate for each manhole scheduled for rehabilitation.
- D. The work described within details a complete program for manholes. This section details the methods, procedures, materials and equipment as required to produce "A Total System for Manholes". The completed system will provide a corrosion resistant liner that restores walls to original surface levels and eliminates water infiltration and exfiltration. Sealing and coating of the manhole walls and bases shall include the cone or chimney to the full depth. This work shall be bid on per one (1) vertical foot basis for a typical 48-inch diameter concrete or brick round manhole.
- E. Manhole Bench Repair where specified on the plans will consist of cleaning and removing loose materials from the deteriorated bench and reforming the bench utilizing fast setting grout as specified in Section 2.2 (E). While flows are diverted the bench and invert should receive an epoxy coating.
- F. Manhole Structural Repair where specified on the plans will consist of filling a major void in the manhole wall. The repair will be made utilizing fast setting grout as specified in Section 2.2 (E).
- G. Reset Manhole Ring and Cover where specified on the plans will consist removing the existing grout surrounding the ring and cover, resetting and grouting in the new position.
- H. The Contractor shall be required to provide bypass pumping where ever needed to complete the work. The maximum time allowed for a plugged manhole under normal flow conditions shall be 2 hours, with approval from the Utilities Department. A plan for bypass method must be submitted to the Engineer for approval prior commencing work.
- I. Any damage to property as a result of the manhole rehabilitation work shall be the responsibility of the Contractor. This includes any damage from backflow due to manhole plugs.

##### 1.2 REFERENCE STANDARDS

- A. This section contains references to the documents listed below. They are a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the more stringent of the requirements shall prevail.

- B. Unless otherwise specified, references to documents shall mean the documents in effect at the time of receipt of Bids. If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, whether or not the document has been superseded by a version with a later date, discontinued, or replaced.
- C. Referenced publications found within this specification shall be the latest revision unless otherwise specified; and applicable parts of the referenced publications shall become a part of this specification as if fully included.
- D. References:
- ASTM C920- Specification for Elastomeric Joint Sealants
  - ASTM D3960- Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings
  - ASTM D4259- Practice for Abrading Concrete
  - ASTM E 337- Standard Practice Test Method for Measuring Humidity with a Psychrometer.
  - ASTM F 710 - Practice for Preparing Concrete Floors and Other Monolithic Surfaces to Receive Resilient Flooring
  - ASTM 4541 - Adhesion
  - ASTM D 412 - Tensile Strength
  - ASTM D 412 - Elongation
  - ASTM D 2240 - Tear Strength
  - ASTM D 1737 - Hardness
  - ASTM 460 -Taber Abrasion
  - F 595 B - Federal Standard Colors
  - ICRI Guideline No. 03732 - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays
  - NACE Pub. 6D-173 - A Manual for Painter Safety
  - NACE Pub. 6G-164 - Surface Preparation Abrasives for Industrial Maintenance Painting
  - NACE Pub. 6G-164 - Surface Preparation Abrasives for Industrial Maintenance Painting
  - NACE Pub. TPC2 - Coatings and Linings for Immersion Service: Chapter 1 Safety, Chapter Surface Preparation, Chapter 3 Curing, and Chapter 4 Inspection
  - NACE Pub. 6F-163 - Surface Preparation of Steel or Concrete Tank Interiors
  - NACE RP0892-92 - Standard Recommended Practice, Lining over Concrete in Immersion Service
  - NACE RP0288-88 - Standard Recommended Practice, Inspection of Linings on Steel and Concrete
  - SSPC-SP12 -Surface Preparation and Cleaning of Steel and Other Hard Materials by High and Ultrahigh Pressure Water Jetting Prior to Recoating
  - SSPC-SP13 -Surface Preparation of Concrete
  - SSPC-PA-3 - A Guide to Safety in Paint Application
  - SSPC-Guide 12 - Guide for Illumination of Industrial Painting Project
  - OSHA 1915.35 - Standards – 29 CFR – Painting
  - ANSI/ASC 29.4 Exhaust Systems- Abrasive Blasting Operations, Ventilation and Safe Practice

### 1.3 QUALITY ASSURANCE

Requirements:

- A. Do not use or retain contaminated, outdated, or diluted materials for resurfacing. Do not use materials from previously opened containers.
- B. Use only products of the approved Manufacturer. Use products of one manufacturer in any one resurfacing system with compatible materials. Provide same material product for touch-up as for original material.
- C. If any requirements of this specification conflict with a referenced standard, the more stringent requirement shall apply.
- D. Make available all locations and phases of the work for access by the Engineer or other personnel designated by the Engineer. The Contractor shall provide ventilation and egress to safely access the coating work areas for inspection.
- E. Conduct work so that the resurfacing system is installed as specified herein. Inspect work continually to ensure that the resurfacing system is installed as specified herein. The Contractor shall inspect the work to determine conformance with the specifications and referenced documents. The Contractor shall inform the Engineer of the progress and the quality of the work through daily reports as specified below. Any nonconforming coating system work shall be corrected as specified herein or as recommended by the Manufacturer.
- F. Summarize test data, work progress, areas covered, ambient conditions, quality control inspection test findings, and other information pertinent to the resurfacing system installation in daily reports to be submitted to the Engineer or the Engineer's Representative.
- G. The methods of construction shall be in accordance with all requirements of this specification.
- H. Lining installers shall have at least **five years** of experience performing resurfacing work of similar size and complexity as the work specified in this Section. Submittals to verify these qualifications are to be made within thirty (30) days of the Notice-to-Proceed and are subject to approval by the Engineer

#### **1.4 CONTRACTOR SUBMITTALS**

Furnish submittals in accordance with Section 01300 – Contractor Submittals.

Submit the following prior to commencing with any phase of the work covered by this Section:

- A. Manufacturer's current printed recommendations and product data sheets for all coating system products supplied under this section including performance criteria, surface preparation and applications, volatile organic compound (V.O.C.) data, and safety requirements.
- B. System materials, solvents, and abrasive blast media.
- C. Storage requirements including temperature, humidity, and ventilation for resurfacing system Material Safety Data Sheets (MSDS) for any materials brought on-site including all resurfacing materials.
- D. Manufacturer's requirements, including application procedures for resurfacing materials shall be in writing and shall be followed in detail. All safety precautions recommended by the Manufacturer shall be strictly adhered to at all times when work is in progress.
- E. Submit applicators' certification that resurfacing materials comply with Federal, State, and Local regulations for VOC (Volatile Organic Compounds).
- F. Submit daily reports that contain the following information: Substrate conditions, ambient conditions, application procedures, work completed and location thereof. Mark-up drawings that show location of work.

- G. Submit letter(s) with associated product data signed by Manufacturer certifying that submitted products are suitable for application on the surfaces to be resurfaced and for the service conditions.

## **1.5 DELIVERY AND STORAGE**

- A. Materials shall be stored in accordance with Manufacturer's recommendations in enclosed structures and shall be protected from weather and adverse temperature conditions. Flammable materials shall be stored in accordance with state and local codes. Materials exceeding storage life recommended by the manufacturer shall be removed from the site.
- B. Store all materials only in area or areas designated by the Engineer solely for this purpose. Confine mixing, thinning, clean-up and associated operations, and storage of materials-related debris before authorized disposal, to these areas. All materials are to be stored on pallets or similar storage/handling skids off the ground in sheltered areas in which the temperature is maintained between 50°F and 90°F.
- C. Mix all resurfacing materials in an enclosed mixing area designated by the Engineer. This enclosed area must protect the mixing operation and materials from direct sunlight, inclement weather, freezing, or other means of damage or contamination. Protect all other concrete and metallic surfaces and finishes from any spillage of material(s) within the mixing area.
- D. Do not use floor drains, dikes or storm drains for disposal of resurfacing system materials.
- E. The Contractor shall take all precautions and implement all measures necessary to avert potential hazards associated with the resurfacing system materials as described on the pertinent Material Safety Data Sheets or container labels.
- F. Deliver all materials to the job site in their original, unopened containers. Each container shall bear the Manufacturer's name and label.
- G. Labels on all material containers must show the following information:
  - Name or title of product.
  - Federal Specification Number if applicable.
  - Manufacturer's batch number and date of manufacture.
  - Manufacturer's name.
  - Generic type of material.
  - Application and mixing instructions.
  - Hazardous material identification label.
  - Shelf life date.
  - Storage requirements.
- H. All containers shall be clearly marked indicating any personnel safety hazards associated with the use of or exposure to the materials.
- I. All materials shall be handled and stored to prevent damage or loss of label.
- J. Resurfacing material storage and mixing areas shall be designated by the Engineer.
- K. Do not use or retain contaminated, outdated, prematurely opened, diluted materials, or materials which have exceeded their shelf life.

## **1.6 COORDINATION OF WORK**

- A. Work Areas: The work areas on the job site will be designated by the Engineer. The Contractor's personnel shall not be permitted in any area other than those expressly designated by the Engineer.

B. Coordination: The contractor shall coordinate with the Engineer regarding availability of work areas, completion times, safety, access and other factors which can impact plant operations.

C. Safety:

1. The Contractor's work forces should comply with the provisions outlined in the following documents: SSPC-PA-3 - "A Guide to Safety in Paint Application" and NACE Pub. 6D-173 - "A Manual for Painter Safety"
2. The Contractor shall provide personnel with all safety equipment necessary to protect them during any phase of the work. This shall include, but not be limited to safety glasses, goggles, earplugs, hard hats, steel toed work shoes, appropriate personal protective clothing, gloves, and plant approved escape respirators (where required).
3. No work shall be performed until the appropriate Work Requests and lock-outs are approved by the Engineer. The Work Request system provides a mechanism to advise plant staff of a contractor's work activities. The Lockout system is a safety procedure to prevent unintended equipment activation.
4. Keep any flammable materials such as cleaning solvents, thinners, or resurfacing materials away from open flames, sparks or temperatures higher than 150°F. Drums containing flammable materials will be grounded. No solvent in any quantity shall be allowed inside containment enclosures or permitted confined spaces at any time during resurfacing work.
5. Power tools are to be in good working order to avoid open sparking. No spark producing tools shall be utilized in restricted areas as indicated herein.
6. The Contractor shall fireproof all work areas by maintaining a clean work area and having Underwriter's Laboratories approved fire extinguishers on-hand. The Contractor shall furnish these fire extinguishers.
7. Workers doing abrasive blasting operations shall wear a fresh air supplied protective helmet and hood and personal protective clothing acceptable to industry standards and all government regulations.
8. Dispose of rags used for wiping up resurfacing materials, solvents, and thinners by drenching them with water and placing in a metal container with a tight fitting metal cover. Complete this disposal process at the end of each day. Final disposal of these materials is the Contractor's responsibility.
9. Matches, smoking, flames, or sparks resulting from any source including welding, must be remote from the work area during coating work. Smoking is permitted only in designated areas of the site.

## **1.7 SITE CONDITIONS**

A. Environmental:

1. Air and Surface Temperatures: Prepare surfaces and apply and cure coatings within air and surface temperature range in accordance with Manufacturer's instructions.
2. Relative Humidity: Prepare surfaces and apply and cure coatings within relative humidity range in accordance with Manufacturer's instructions.
3. Precipitation: Do not prepare surfaces or apply coatings in rain, snow, fog, or mist.
4. Wind: Do not spray coatings if wind velocity causes overspray of the coating materials.

## 2. PRODUCTS

### 2.1 MANUFACTURERS

- A. Products shall be as manufactured by Tnemec Company, Inc. CCI Spectrum, Inc., Warren Environmental Systems or equal.
- B. Requests for substitution shall include manufacturer's literature for each product giving name, product number, and generic type, descriptive information, solids by volume, recommended dry film thickness and certified lab test reports showing results to equal the performance criteria of the products specified herein. In addition, a list of five projects shall be submitted in which each product has been used and rendered satisfactory service.

### 2.2 MATERIALS

#### A. EPOXY LINING SYSTEM

- 1. The following list specifies the material requirements for resurfacing systems (or equal):
  - a. Shotcrete: **Master Builders EMACO S88 CI; Sikacem 103**; or equal:
  - b. Shall be a Portland Type I or Type II cement based material with no polymer additives and with the following minimum performance properties:
    - Compressive Strength: ASTM C-109 - Minimum 7000 psi at 7 days
    - Freeze Thaw: ASTM C 666 - After 300 cycles, Minimum 95%
    - Splitting Tensile Strength: ASTM C-496 - Minimum 500 psi at 7 days
    - Flexural Strength: ASTM C 348 - Minimum 1000 psi after 7 days
    - Direct Bond Strength: ACI 503.R - Minimum 290 psi after 28 days
  - c. Calcium-Aluminate based materials will not be approved for use on this project.
  - d. Lining Coat: **Tnemec Perma-Shield Series 434**, or "an equal"  
Minimum Performance Requirements:
    - i. Autoclave: Lining materials must be tested in a controlled autoclave containing 536 ppm H<sub>2</sub>S, 10% H<sub>2</sub>SO<sub>4</sub>, 4,000 ppm NaCl @ 150°F for 28 days.  
The autoclave testing must be performed by an independent laboratory.  
The lining materials must exhibit the following when tested using Electrical
    - ii. Impedance Spectroscopy (EIS):  
Initial EIS impedance of 10 Log Z (Z in ohms cm<sup>2</sup> @ 0.1 Hz)  
Final EIS impedance greater than 9 Log Z after 28 days exposure  
No blistering cracking, checking, or loss of adhesion after 28 days exposure to the H<sub>2</sub>S autoclave.
    - iii. Chemical Resistance (ASTM C 868):  
Requirement : No blistering, cracking, erosion, softening, swelling, loss of adhesion or gloss after 98 day continuous immersion at 100F and 25% Sulfuric Acid
  - e. Glaze Coat: **Tnemec Perma-Glaze Series 435**, or equal  
Minimum Performance Requirements:
    - i. Autoclave: Lining materials must be tested in a controlled autoclave containing 536 ppm H<sub>2</sub>S, 10% H<sub>2</sub>SO<sub>4</sub>, 4,000 ppm NaCl @ 150°F for 28 days.  
The autoclave testing must be performed by an independent laboratory.
    - ii. The lining materials must exhibit the following when tested using Electrical Impedance Spectroscopy (EIS):  
Initial EIS impedance of 10 Log Z (Z in ohms cm<sup>2</sup> @ 0.1 Hz)

No drop in EIS impedance after 28 days exposure  
 No blistering cracking, checking, or loss of adhesion after 28 days exposure to the H<sub>2</sub>S autoclave.

iii. Chemical Resistance (ASTM C 868):

Requirement : No blistering, cracking, erosion, softening, swelling, loss of adhesion or gloss after 98 day continuous immersion at 100F and 25% Sulfuric Acid

B. SEALANTS TO BE USED WITH EPOXY LINING SYSTEM

- a. Primer: **PolySpec TPR 415** "or equal".
- b. Sealant: **PolySpec Thiokol 2235 M** or equal. Two component, polysulfide, elastomeric sealant having a minimum polymer content of 35%, used for sealing expansion joints.

Percent Solids	100%
Hardness, Shore A	25-30
Percent Elongation	500-550
Tensile Strength	150-200 psi

C. MULTI-COMPONENT STRESS PANEL LINER SYSTEM

- a. The following list specifies the material requirements for liner systems (or equal):

- i. Moisture Barrier and Final Corrosion Barrier: **Spectrashield**, or equal modified polymer with the following typical chemical analysis:

**"A" Component**

Viscosity, 77° F, cps., ASTM D-1638	300-400
Physical State	Liquid
Color	Clear to amber
Hygroscopicity	Reacts with water

**"B" Component**

Viscosity, 160° F, cps., ASTM D-1638	400-600
Physical State	Liquid
Color	Flamingo Pink
Non-Volatile	100%

**REACTION PROFILE (100 grams, 175° F sample)**

Gel Time, seconds	1-2
Tack Free Time, seconds	15
Cure Time, seconds	30
A System / B System, volume ratio	1.00 / 1.00

**TYPICAL PHYSICAL PROPERTIES**

Tensile Strength (PSI)	ASTM D412	4280
Elongation (%)	ASTM D412	200
100% Modulus	ASTM D412	2200
300 % Modulus	ASTM D412	2600
Tear Strength (PLI)	ASTM D2240	350
Hardness (shore D )	ASTM D1737	60D
Flexibility (1/ 8 "Mandrel)	ASTM D1737	Pass
Flashpoint (°F)	ASTM Pensky-Martin	>200
Taber Abrasion (mg loss)	ASTM D4060	52

- ii. Surfacers: **Spectrashield**, or equal, Polyurethane Rigid Structure Foam with the following typical chemical analysis:

**"A" Component**

Viscosity, 77° F, cps., ASTM D-1638	200
Physical State	Liquid
Color	Dark Brown
Hygroscopicity	Reacts with water and evolves CO2 gas
<b><u>"B" Component</u></b>	
Viscosity, 77° F, cps., ASTM D-1638	600-1000
Physical State	Liquid
Color	Tan
Hygroscopicity	Absorbs water rapidly thus changing ratio
<b><u>Reaction Profile (100 grams, 77° F sample)</u></b>	
Cream Time, seconds	1-4
Tack Free time, seconds	5-8
Rise Time, seconds	6-10
Processing	
A System / B System, volume ratio	1.00 / 1.00

D. 100% SOLIDS EPOXY SYSTEM

a. The following list specifies the material requirements for liner systems (or equal):  
The coating system shall be a spray-applied 100% solids epoxy monolithic surfacing system for use in coating manholes. The product shall be **S-301 by Warren Environmental, Inc.** or equal.

The 100% solids epoxy system shall have the following minimum characteristics:

- Minimum Compressive Strength 12,000 p.s.i.
- Minimum Tensile Strength 7,000 p.s.i.
- Minimum Flexural Strength 11,000 p.s.i.
- Minimum Bond Strength 500 p.s.i.
- Minimum Corrosion resistance suitable for environments pH of 0.5 or higher

E. GROUTING MIX FOR REPAIR

1. Strong-Seal Grout, Concrevic 1250, or equal, shall be used for stopping very active infiltration and filling voids according to the manufacturer's recommendations. The grout shall be volume stable, formulated with ASTM C150 Type I or Type III cement and shall exhibit the following physical properties:
  - a. Density at placement 65 PCF (min.)
  - b. Compressive strength (ASTM C495) 1 day - 50 psi  
28 days - 250 psi
  - c. Shrinkage (ASTM C596) 0%

F. WATER

Water shall be clean and potable.

G. ABRASIVE BLAST MEDIA

If dry or wet abrasive blast cleaning is the selected method of surface preparation, provide slag grit of a sieve size, gradation, and quality necessary to produce the degree of cleanliness and surface profile required herein.

### **3. EXECUTION**

#### **3.1 GENERAL**

- A. Hoisting, Scaffolding, Staging, and Planking: Provide, set-up, and maintain all required hoists, scaffolds, and staging and planking, and perform all access related hoisting work required to complete the work of this section as indicated and specified. Scaffolds shall have solid backs and floors to prevent dropping materials from there to the floors or ground below.
- B. Environmental Requirements:
  - Comply with the Manufacturer's recommendations as to environmental conditions under which materials can be applied.
  - Do not apply materials when dust is in work site.
  - The Contractor shall provide all temporary lighting during the work.
- C. Protection:
  - Cover or otherwise protect finish work or other surfaces not being resurfaced.
  - Erect and maintain protective tarps, enclosures and/or maskings to contain debris (such as dust or airborne particles resulting from surface preparation) generated during any and all work activities. This includes, but is not limited to, the use of dust/debris collection apparatus as required.
- D. Initial Inspection of Surfaces to be Coated:
  - It is the responsibility of the Contractor to inspect and report unacceptable concrete substrate surface conditions to the Engineer prior to the commencement of surface preparation activities.
  - Unacceptable concrete surface conditions are defined as the presence of water infiltration/inflow, cracked surfaces or concrete deteriorated to a depth of greater than 1" or otherwise unable to withstand surface preparation as specified herein.
  - Verify that the pH of the cleaned concrete surfaces to be coated is within a range acceptable to the lining manufacturer. Application of coating materials outside this range will not be permitted without written approval from the ENGINEER.
  - Unacceptable steel or ductile/cast iron surface conditions are defined as severely corroded and/or perforated metals and are unable to withstand surface preparation as specified herein.
- E. Thinners and Solvents: The Contractor shall use only solvents and thinners as recommended by the Manufacturer.

#### **3.2 SURFACE PREPARATION REQUIREMENTS FOR EPOXY LINING SYSTEM**

- A. All specified surface preparation shall be performed in accordance with the latest version of the SSPC, NACE, ICRI and other standards referenced in this section.
- B. Allow new concrete to cure a minimum of 28 days. Contractor may verify dryness by testing for moisture with a "plastic film tape down test." (Reference ASTM D 4263). If necessary for testing

horizontal surfaces, Calcium Chloride test in accordance with ASTM F 1869. If test results indicate moisture levels outside the acceptable range of the manufacturer, contact the manufacturer. Do not proceed with the coating application.

- C. Prior to applying shotcrete, all existing areas that are scheduled to receive the chemical resistant lining shall be steam cleaned with minimum 210°F water with alkaline –based detergent to remove all loose materials, acid constituents, grease, oil, and other contaminants. Oil and grease shall be removed before mechanical cleaning is started.
- D. Mechanically abrade all surfaces to be coated to remove laitance, curing compounds sealer and other contaminants and to produce a minimum surface profile equal to ICRI CSP 5. Reference SSPC-SP13. This preparation will be followed by vacuum cleaning to remove all dust, dirt or friable substances leaving clean, dust free surfaces for resurfacing.
- E. Prior to applying shotcrete, identify and stop all active cracks from leaking using either a hydraulic cement or a chemical grout such as **DeNeef Flex LV** or equal. The set time of the Hydraulic Cement shall be approximately 1 minute to 90 seconds per ASTM C 403. The compressive strength of the hydraulic cement shall be approximately 1000 psi after 1 hours per ASTM C 109. All products are to be applied in accordance with manufacturer’s instructions.
- F. For all areas one foot below the low water line and above (except new concrete surfaces), apply shotcrete to bring surfaces out to ½” beyond original grade. The application shall result in a finish that covers all exposed aggregate and results in no surface voids, discontinuities or irregularities. Cure in accordance with manufacturer’s instructions and in accordance with ACI 308.1-98.
- G. For all areas one foot below the low water line and new concrete surfaces, apply a full skim coat of **Tnemec Series 218**, or equal at a nominal thickness of 1/16” to fill all voids and bugholes.
- H. All shotcreted surfaces shall be abrasive blasted to remove all laitance from release agents, curing compounds sealers and other contaminants and to produce a minimum surface profile of ICRI CSP 5. This preparation will be followed by vacuum cleaning to remove all dust, dirt or friable substances leaving clean, dust free surfaces for resurfacing. The air used for blast cleaning shall be free of oil and moisture to not cause contamination of the surfaces to be resurfaced.
- I. The air used for blast cleaning shall be free of oil and moisture to not cause contamination of the surfaces to be resurfaced.
- J. Cleaning and resurfacing shall be scheduled so that dust and other contaminants from the cleaning process will not fall on wet, newly resurfaced areas.
- K. Prepare concrete joint and install sealant following resurfacing material installation per the Manufacturer’s written instructions and requirements.
- L. Initial Cleaning / Decontamination:
  - All existing areas to be resurfaced shall be pressure washed with alkaline –based detergent to remove all loose materials, acid constituents, grease, oil, and other contaminants.
  - Verify that the pH of the cleaned concrete surfaces to be coated is within the range of 9 to 11. Application of coating materials outside this range will not be permitted without written approval from the Engineer.

#### M. Abrasive Blast Cleaning:

- Used or spent blast abrasive shall not be reused on work covered by this section.
- The compressed air used for blast cleaning will be filtered free of condensed water or oil. Moisture traps will be cleaned at least once every four hours or more frequently as is appropriate.
- Oil separators shall be installed just downstream of compressor discharge valves and at the discharge of the blast pot discharges. Oil separators shall be cleaned at least once every four hours or more frequently as is appropriate.
- A paper blotter test shall be performed by the Contractor when requested by the Engineer or the Engineer's representative to determine if the air is sufficiently free of oil and moisture.
- Regulators, gauges, filters, and separators will be in good working order for all of the compressor air lines to blasting nozzles at all times during this work.
- An air dryer or drying unit shall be installed which dries the compressed air prior to blast connections. This dryer shall be used and maintained for the duration of surface preparation work.
- The quality, volume, and velocity of life support and ventilation air used during surface preparation shall be in accordance with applicable safety standards and as required to ensure adequate visibility and proper dissipation of volatiles without impacting the prepared surface or the health of the public or personnel working for the Contractor, Subcontractors, Engineer, Engineer's Representatives, or anyone who may be affected by on-site maintenance coating work activities.
- The abrasive blast nozzles used shall be the venturi or other high velocity type supplied with a minimum of 100 psig air pressure and the necessary volume to obtain the required blast cleaning production rates and specified degree of cleanliness.
- The Contractor must provide adequate ventilation for airborne particulate evacuation and lighting (meeting all pertinent safety standards) to optimize visibility for both blast cleaning and observation of the substrate during surface preparation work.
- All phases of surface preparation work specified herein must be inspected by the Engineer before the Contractor proceeds with the subsequent phase of surface preparation.
- If between final surface preparation work and coating application, contamination of the prepared and cleaned substrate occurs, or if the prepared steel's appearance darkens or changes color, reblasting will be required until the specified degree of cleanliness is established.

#### **3.3 SPECIFIC SURFACE PREPARATION REQUIREMENTS FOR EPOXY LINING SYSTEM**

- In addition to the Section 3.2 requirements, the Contractor will follow the requirements of this section.
- Where the coating is specified to be terminated, the Contractor shall prepare and apply materials as outlined in Tnemec Drawing TLS-02.
- For applications around penetrations and/or drains, the contractor shall prepare and apply coatings as detailed on Tnemec Drawing TLS-01.
- The Contractor shall notify the Engineer should jobsite conditions prevent the above operations and/or applications.

- Where the coating is specified over control or construction joints, the CONTRACTOR shall prepare and apply coatings as detailed on Tnemec Drawing TLS-04, Termination at Control or Construction Joints for Cracks.
- Where the coating is specified over expansion joints, the CONTRACTOR shall prepare and apply coatings as detailed on Tnemec Drawing TLS-05, Expansion Joint Treatment Detail.
- When encountered, the CONTRACTOR shall prepare the surfaces exposing rebar as detailed on Tnemec Drawing TLS-09, Exposed Rebar Repair.
- The CONTRACTOR shall notify the ENGINEER should jobsite conditions prevent the above operations and/or applications.

### **3.4 APPLICATION REQUIREMENTS FOR EPOXY LINING SYSTEM**

#### **A. General:**

1. Areas not to be resurfaced shall be masked using duct tape or other protection materials to prevent these surfaces from being resurfaced.
2. Ensure straight even termination of resurfacing/topcoat materials on wall edges and flush with embedded steel.
3. The Contractor must follow the minimum and maximum recoat limitation times and related temperature range restrictions between successive lifts for all products specified herein per Manufacturer's stated requirements.
4. All equipment and procedures used for resurfacing system application shall be as recommended by the Manufacturer.
5. Unless specified elsewhere herein, the Contractor shall comply with the Manufacturer's most recent written instructions with respect to the following:
  - Mixing of All Materials.
  - Protection and Handling of All Materials.
  - Recoat Limitation and Cure Times.
  - Minimum Ambient and Substrate Temperatures, Substrate's Degree of Dryness, Relative Humidity, and Dew Point of Air.
  - Application.
  - Final Curing.
  - Use of Proper Application Equipment.
6. Curing of Resurfacing System:

The applied resurfacing system shall be protected from damage during curing and shall be cured as recommended by the Manufacturer. Ambient conditions shall be controlled by the Contractor during curing to ensure the minimum air temperature and minimum relative humidity as required by the Manufacturer is maintained.

### **3.5 INSTALLATION OF EPOXY LINING SYSTEM**

- A. General Note: The Contractor is advised that with all thick-film, quick curing materials applied to concrete surfaces, outgassing of the concrete can occur. Possible remedies include applying materials when the temperature of the concrete surfaces are descending, or applying a thin (1/8") layer of the specified surfacing material. Other remedies may exist, and may be submitted for the Engineer's approval.

- B. Apply shotcrete (**Master Builders EMACO S88 CI; Sikacem 103**; or equal) and **Tnemec Series 218**, or equal as outlined in Paragraph 3.2. After shotcreting, prepare surfaces as described in Paragraph 3.2.
- C. Apply lining coat (**Tnemec Series 434 Permashield**, or equal chemical resistant mortar) to all surfaces scheduled to be coated at a nominal thickness of **125 mils**. Application shall be either by trowel or spray. If spray-applied, material shall be finish-troweled to a hard, dense film.
- D. Apply glaze coat (**Tnemec Series 435 Perma-Glaze**, or equal chemical resistant lining) to all surfaces scheduled to be coated at a nominal thickness of **15 mils** in accordance with manufacturer's instructions.

### **3.6 SURFACE PREPARATION REQUIREMENTS FOR MULTI-COMPONENT STRESS PANEL LINER SYSTEM**

- A. All specified surface preparation shall be performed in accordance with the latest version of the SSPC, NACE, ICRI and other standards referenced in this section.
- B. Allow new concrete to cure a minimum of 28 days. Contractor may verify dryness by testing for moisture with a "plastic film tape down test." (Reference ASTM D 4263). If necessary for testing horizontal surfaces, Calcium Chloride test in accordance with ASTM F 1869. If test results indicate moisture levels outside the acceptable range of the manufacturer, contact the manufacturer. Do not proceed with the coating application.
- C. Prior to applying first layer, all existing areas that are scheduled to receive the chemical resistant lining shall be hydro-blasted using a minimum of 20,000 psi.
- D. Mechanically abrade all surfaces to be coated to remove laitance, curing compounds sealer and other contaminants and to produce a minimum surface profile equal to ICRI CSP 5. Reference SSPC-SP13.
- E. For all areas one foot below the low water line and above, apply lining system to bring surfaces out to ½" beyond original grade. The application shall result in a finish that covers all exposed aggregate and results in no surface voids, discontinuities or irregularities. Cure in accordance with manufacturer's instructions.
- F. Cleaning and resurfacing shall be scheduled so that dust and other contaminants from the cleaning process will not fall on wet, newly resurfaced areas.
- G. Cleaning / Surface Preparation: All existing areas to be resurfaced shall be hydro-blasted with at least 20,000 psi to remove all loose materials, acid constituents, grease, oil, and other contaminants.

### **3.7 APPLICATION REQUIREMENTS FOR MULTI-COMPONENT STRESS PANEL LINER SYSTEM**

- A. Areas not to be resurfaced shall be masked using duct tape or other protection materials to prevent these surfaces from being resurfaced.
- B. Ensure straight even termination of resurfacing/topcoat materials on wall edges and flush with embedded steel.
- C. The Contractor must follow the minimum and maximum recoat limitation times and related temperature range restrictions between successive lifts for all products specified herein per Manufacturer's stated requirements.
- D. All equipment and procedures used for resurfacing system application shall be as recommended by the Manufacturer.
- E. Unless specified elsewhere herein, the Contractor shall comply with the Manufacturer's most recent written instructions with respect to the following:
  - Mixing of All Materials.
  - Protection and Handling of All Materials.

- Recoat Limitation and Cure Times.
  - Minimum Ambient and Substrate Temperatures, Substrate's Degree of Dryness, Relative Humidity, and Dew Point of Air.
  - Application.
  - Final Curing.
  - Use of Proper Application Equipment.
- F. Curing of Resurfacing System: The applied resurfacing system shall be protected from damage during curing and shall be cured as recommended by the Manufacturer. Ambient conditions shall be controlled by the Contractor during curing to ensure the minimum air temperature and minimum relative humidity as required by the Manufacturer is maintained.

### **3.8 INSTALLATION OF MULTI-COMPONENT STRESS PANEL LINER SYSTEM**

- A. Apply Moisture Barrier (**Spectrashield**, or equal) This layer of polyurea shall be spray applied per the manufacturers recommendations to all surfaces one foot below the low flow line .
- B. Apply Surfacer (**Spectrashield**, or equal) This layer of polyurethane rigid structure foam shall be spray applied to all surfaces previously lined with the moisture barrier. This layer shall be applied a nominal thickness of **500 mils**. This layer may be thicker depending on the condition of the substrate.
- C. Apply Final Corrosion Barrier (**Spectrashield**, or equal) to all surfaces lined with the Moisture Barrier and the Surfacing layer in accordance with manufacturer's instructions.

### **3.9 SURFACE PREPARATION REQUIREMENTS FOR 100% SOLIDS EPOXY SYSTEM**

- A. Clean all surfaces with high pressure water to remove all loose contaminated debris. Other methods may be required to remove unsound material.
- B. When all loose, contaminated and unsound debris has been removed, the surface shall be etched with a solution of 20% muratic acid to clean and open the pores of the substrate.
- C. The surface shall be washed again and the wash water shall contain a dilute solution of chlorine to diminish microbiological bacteria growth.
- D. The surface shall be tested with litmus paper at various points throughout the structure to ensure the the pH is within acceptable limits.
- E. Active water infiltration shall be stopped by using cementitious water plug that is compatible and suitable for top coating with the specified monolithic surfacing.

### **3.10 INSTALLATION OF 100% SOLIDS EPOXY SYSTEM**

- A. The interior surfacing system shall be applied to the chimney, walls, bench and invert of all manholes.
- B. The interior surfacing system shall be continuously bonded to all brick, mortar, concrete, chemical sealant, grout, pipe and other surfaces inside the manhole according to ASTM C882 testing and therefore shall be designed for hydrostatic loading.
- C. The cured surfacing shall be monolithic with proper sealing connections to all unsurfaced areas and shall be placed and cured in conformance with the recommendations of the monolithic surfacing system manufacturer.
- D. The specified materials must be applied by an approved installer of the monolithic surfacing system.
- E. The walls, bench and invert of the structure shall be lined with a monolithic surfacing system to provide a thickness of 350 mills on all manholes.

### **3.11 SAFETY AND VENTILATION REQUIREMENTS:**

- A. Requirements for safety and ventilation shall be in accordance with SSPC Paint Application Guide No. 3.

### **3.12 FIELD QUALITY CONTROL INSPECTION**

- A. Inspection by the Engineer or others does not limit the Contractor's responsibilities for quality control inspection and testing as specified herein or as required by the Manufacturer's instructions.
- B. Perform the quality control procedures listed below in conjunction with the requirements of this Section.
- C. Inspect all materials upon receipt to ensure that all are supplied by the Manufacturer.
- D. Provide specified storage conditions for the resurfacing system materials, solvents, and abrasives.
- E. If using the Epoxy Lining System, inspect and record findings for the degree of cleanliness of substrates using. The pH of the concrete substrate will be measured using pH indicating papers.

pH testing is to be performed once every 50 sq. ft. Acceptable pH values shall be between 9.0 and 11.0 as measured by a full-range (1-12) color indicating pH paper with readable color calibrations and a scale at whole numbers (minimum). Use Hydrion Insta-Check Jumbo 0-13 or 1-12 or equal. The paper shall be touched to the surface once using moderate gloved finger pressure. The surface shall not be wiped or moved laterally to disturb the surface during pH testing. Following the one touch, lift the paper vertically to not "wipe" the surface. Compare the color indicated with the scale provided and record the pH.

- F. Inspect and record substrate profile (anchor pattern). Surfaces shall be abraded, as a minimum, equal to the roughness of 40 grit sand paper.
- G. Measure and record ambient air temperature once every two hours of each shift using a thermometer and measure and record substrate temperature once every two hours using a surface thermometer.
- H. Measure and record relative humidity every two hours of each shift using a sling psychrometer in accordance with ASTM E337.
- I. Provide correct mixing of resurfacing materials in accordance with the Manufacturer's instructions.
- J. Inspect and record that the "pot life" of resurfacing materials are not exceeded during installation.
- K. Verify curing of the resurfacing materials in accordance with the Manufacturer's instructions.
- L. Upon full cure of Epoxy Lining System, the installed lining system shall be checked by high voltage spark detection in accordance with NACE RP0188-90 to verify a pinhole-free surface. Voltage shall be set at 11,000 volts. Areas which do not pass the spark detection test shall be corrected at no cost to the Owner and rechecked. High voltage spark detection shall be conducted on the chemical resistant mortar before the installation of the gel coat.
- M. Upon completion of the lining system installation the lined area shall be cleaned and prepared to permit close visual inspection by the Engineer or the Engineer's Representative. Any and all deficiencies or defective work (not in compliance with this section or related sections) will be marked for repair or removal/replacement by the Contractor at no additional cost to the Owner.

### **3.13 ACCEPTANCE CRITERIA**

After the manhole sealing and restoration operation has been completed, the manhole shall be visually inspected for the elimination of excessive infiltration by the Contractor in the presence of the Project Engineer and the work shall be satisfactory to the Engineer. The interiors shall be free of voids or pinholes and thickness shall be as specified. In addition, at the Owner's request, the Contractor may be required within one year to visually inspect the manholes that were sealed. Any sealing work that has become defective shall be resealed by the Contractor at no additional expense to the Owner.

- A. Acceptance Criteria for Surface Preparation Work: All surfaces shall be prepared in accordance with the specification, referenced standards and manufacturer's requirements therein.
- B. Acceptance Criteria for Coating System Application Work: Acceptable coating work will be based upon the following:

- No pock-marks, trowel marks, depressions, unconsolidated areas, pinholes or holidays in either size or frequency.
- No intercoat bond failures between lifts.
- Proper curing of coatings.
- Resurfaced areas shall pitch to drains.
- There shall be no areas that puddle when flood tested.

C. The Engineer or Engineer's Representative shall, at their discretion, inspect the following:

- Profile and degree of cleanliness of substrate.
- Thickness of materials/coverage rate confirmation.
- Ambient temperature and humidity requirements and substrate temperature.
- Curing and recoat times.
- Proper curing of the resurfacing materials.

D. Rework required on any holidays or any other inadequacies found by the Engineer or the Engineer's representative in the quality of the coating work shall be marked. Such areas shall be cleaned and reworked by the Contractor according to these specifications and the manufacturer's recommendations at no additional cost to the Owner.

E. The Contractor is responsible for keeping the Engineer informed of all progress so that inspection for quality can be achieved.

F. The Contractor is ultimately responsible for the quality performance of the applied materials and workmanship. Inspections by the Engineer or the Engineer's Representative do not limit this responsibility.

**ACCEPTANCE TESTING**

A. A minimum of 10% of the sewer manholes rehabilitated shall be tested by exfiltration measurement. Such testing shall be conducted no sooner than three (3) days following significant wet weather activity. All sewer lines penetrating the walls of an existing manhole to be tested shall be plugged. Where flows in the sewer warrant the use of bypass pumping, the Engineer may accept the manhole as complete without testing or may request that the Owner provide upstream pump station flow control prior to the Contractor's testing of the manhole.

Upon plugging the sewer lines, the Contractor shall supply the necessary potable water to fill the manhole to the corbel (bottom of the manhole frame). Thereafter, measurements shall be made of the loss of water at the end of five (5) minutes.

Loss of water shall not exceed the values noted herein:

<b>4-FOOT AND 6-FOOT DIAMETER MANHOLES</b>	
<b>Manhole Depth</b>	<b>Allowable Water Loss</b>
0 - 8'	1" vertical drop of water surface
Over 8'	1/8" per foot of depth drop of water surface

B. Where exfiltration exceeds the amounts shown herein, the manhole shall be drained and inspected by the Engineer to determine the cause of the water loss. If the Engineer determines that the exfiltration results from inadequate liner application, the Contractor shall proceed with additional work at no additional cost to the Owner. After completing additional work, the manhole shall then be retested according to this subsection.

### **3.14 FINAL INSPECTION**

A. Perform a final inspection to determine whether the resurfacing system work meets the requirements of the specifications. The Engineer and the Engineer's Representative will conduct final inspection with the Contractor.

### **3.15 CLEANUP**

A. Upon completion of work, the Contractor shall remove surplus materials, equipment, protective coverings, and accumulated rubbish, and thoroughly clean all surfaces and repair any work-related damage. The surrounding surface areas including roadways and all other surfaces shall be restored to their pre-project condition.

### **3.16 QUALITY ASSURANCE AND WARRANTIES**

A. The manufacturer and/or applicator of the total linear system of manholes shall be a company that specializes in the design, manufacture or installation of corrosion protection systems for manholes. Applicator shall be completely trained in leak repair, surface preparation and corrosion materials application on manholes. Corrosion materials/products shall be suitable for installation in a severe hydrogen sulfide environment without any deterioration to the liner.

B. To ensure total unit responsibility, all materials and installation thereof shall be furnished and coordinated with/by one supplier/applicator who turnkeys the work and assumes full responsibility for the entire operation.

C. The manufacturer and applicator shall warrant the liner system against failure for a period of 10 years. "Failure" will be deemed to have occurred if the protective lining fails to (a) prevent the internal damage or corrosion of the structure (b) protect the substrate and environment from contamination by effluent. If any such failure occurs within 10 years of initial completion of work on a structure, the damage will be repaired to restore the lining at no cost to the Owner within 60 days after written notification of the failure. "Failure" does not include damage resulting from mechanical or chemical abuse or act of God. Mechanical or chemical abuse means exposing the lined surfaces of the structure to any mechanical force or chemical substance not customarily present or used in connection with structures of the type involved. Liability is limited to and shall not exceed the purchase price paid.

- END OF SECTION -

## SECTION 02961

### SEWER FLOW CONTROL

#### PART 1 - GENERAL

##### 1.01 SCOPE OF WORK

- A. When sewer line depth of flow at the upstream manhole for any pipe segment is above the maximum allowable for television inspection or joint sealing, the flow shall be reduced to the level shown below by plugging or blocking of the flow as specified. Flows above the maximum shall be by-pass pumped in accordance with the requirements contained herein.
- B. Depth of flow shall not exceed that shown below for the respective pipe sizes as measured in the manhole:
1. Maximum Depth of Flow for Television Inspection

6" - 10" Pipe.....	20% of pipe diameter
12" - 24" Pipe.....	25% of pipe diameter
>24" Pipe.....	30% of pipe diameter
  2. Maximum Depth of Flow for Joint Sealing

6" - 10" Pipe.....	40% of pipe diameter
12" - 24" Pipe.....	45% of pipe diameter
>24" Pipe.....	50% of pipe diameter
- C. No separate payment shall be made for sewer flow control

#### PART 2 – MATERIALS (NOT USED)

#### PART 3 - EXECUTION

##### 3.01 PLUGGING OR BLOCKING

- A. A sewer line plug shall be inserted into the line upstream of the pipe segment being inspected or repaired. Where necessary, plugs shall also be installed into the storm sewer pipe. Plugs shall be so designed that all or any portion of the flow can be released. During TV inspection and sealing operations, flow shall be reduced to within the limits specified above. After the Work has been completed, flow shall be restored to normal.

##### 3.02 FLOW ELIMINATION

- A. The sewer flow shall be completely eliminated when required for such operations as pipe replacement repairs, structural concrete repairs to deteriorated manholes and sewers, or installation and curing of sliplining pipe.
- B. Flow elimination shall be by temporary shut-down of pump stations where possible, or by plugging upstream sewers and pumping of flows if required. The method of flow

elimination is at the discretion of the Owner.

- C. All requests of the Owner to eliminate or adjust the flow of sewage within the system shall be made in writing to the Engineer. Owner and Contractor recognize and acknowledge that the elimination and/or adjustment of the flow is a cooperative effort and that the time and effort required to achieve the desired flow varies. Owner and Contractor declare and agree that Contractor shall not be allowed, due or paid any additional compensation, whatsoever, for Contractor's work, effort, time, material, labor, rentals, equipment, expenses, etc., during, as a result of, or arising from the elimination or adjustment of the flow.

### **3.03 PUMPING AND BYPASSING**

- A. Bypass pumping shall be required whenever pump stations are shut down or flow in gravity sewer lines is restricted or blocked. The Contractor shall supply the necessary pumps, conduits, and other equipment to divert the flow of wastewater around the pump station, restriction, blockage, or other structure in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flows plus additional flow that may occur during periods of a rainstorm. Trailer-mounted electric pumps shall be used. No other type of pump will be acceptable without prior approval of the Owner and the Engineer.
- B. The Contractor shall be responsible for furnishing the necessary equipment, power, labor, and supervision to set up and operate the pumping and bypassing system. If pumping is required on a 24-hour basis, all equipment shall be operated in a manner to keep the pump noise at a minimum.
- C. Bypassing of wastewater to storm drainage systems shall not be allowed.

### **3.04 FLOW CONTROL PRECAUTIONS**

- A. Whenever flows in a sewer line are blocked, plugged, or bypassed, sufficient precautions shall be taken to protect the sewer lines from damage that might be inflicted by excessive sewer surcharging. Further, precautions shall be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved.

END OF SECTION