ST. JOHN THE BAPTIST PARISH

CONTRACT DOCUMENTS & SPECIFICATIONS FOR

Parish Generators
(CDBG 48-PARA-2302)

Disaster Recovery Project (Funding by Louisiana Office of Community Development/Disaster Recovery Unit)

St. John the Baptist Parish
Natalie Robottom
Parish President

STATE OF LOUISIANA
DERRICK S. GOUDEAU
License No. 73288
PROFESSIONAL ENGINEER IN ELECTRICAL ENGINEERING

2-27-2015

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GEC Project Number: 0040.2270101.000
February 2015

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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:

Parish Generators

This WORK includes furnishing all labor, materials and equipment for the installation of the diesel engine generators, Automatic Transfer Switches (ATS) and associated electrical, foundations/platforms and supports.

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 April 28, 2015. **Bid envelope shall be marked "Sealed Bid – Parish Generators" and include the Company Name, Address, and License Number.** 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 G.E.C., INC. 3445 N. Causeway Blvd. Suite 401, Metairie, LA, 70002. Copies may be obtained at that office upon payment of $125 which constitutes the cost of reproduction and handling. Details may be viewed and electronic bids are being accepted at www.centralbidding.com. Bid documents are also available for viewing on www.sjbparish.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 Statues.

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 under the classification of "Municipal and Public Works 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.

Equal Opportunity in Employment: All qualified applicants will receive consideration for employment without regard for race, color, religion, sex, or national origin. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in the specifications.

A pre-bid conference will be held at 10:00 AM on April 16th, 2015, at the St. John the Baptist Parish Council Chambers located at 1801 W. Airline Hwy, Laplace, LA 70068. All interested parties are invited to attend but not required.

The Attention of Bidders is called particularly to the requirements for conditions of employment to be observed and minimum wage rates to be paid under the Contract, Section 3, Segregated Facilities, Section 109, Executive Order 11246, and all applicable laws and regulations of the Federal government and State of Louisiana and bonding and insurance requirements.

ST. JOHN THE BAPTIST PARISH COUNCIL

Publish:
April 1, 2015
April 8, 2015
April 15, 2015

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids: The St. John the Baptist Parish Council (herein called the "Owner"), invites bids on the form attached hereto. All blanks must be appropriately filled in. Bids will be received by the Owner 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 April 28, 2015, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to St. John the Baptist Parish Council and **Bid envelope shall be marked "Sealed Bid – Parish Generators" and include the Company Name, Address, and License Number**.

   The Owner may reject any and all bids for just cause; such actions will be in accordance with Title 38 of the Louisiana Revised Statutes. Any bid may be withdrawn prior to the above scheduled time for the opening of bids 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 except as provided by law.

2. Preparation of Bid: Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

   Each bid must be submitted in a sealed envelope bearing on the outside the bidder's name (Company) and address and the name of the project for which the bid is submitted as well as the company License Number. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and owner is not responsible for bids lost through the mail.

3. Subcontractors: The bidder is specifically advised that any person for or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

4. Determination of Unit and Extended Prices: In unit price bids, the total amount bid shall be in the sum of the correct extensions of the unit price bid on each item of work multiplied by the approximate quantity of work shown for the respective item. Each extension shall be carried to one hundredth of a dollar, and the last digit in the extension (or cents' place) shall not be rounded off.

5. Erasures: The bid submitted must not contain erasures. Any and all interlineations or other corrections shall be suitably authenticated by affixing in the margin immediately opposite the correction the initials of the person or persons signing the bid.

6. Prices: In the event of a discrepancy between the prices quoted in words and those quoted in figures in the bid, the words shall control. The prices are to include the furnishing of all materials, plant, equipment, tools, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the contract documents.

7. Qualifications of Bidder: The Owner may make such investigations 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 responsible and is properly qualified to carry out the obligations of the contract and complete the work contemplated therein. Any conditions placed on a submitted bid shall result in rejection of such bid.

8. Bid Security: Each bid must be accompanied by cashier's check or certified check of the bidder, or a bid bond, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5 percent of the bid made payable to the Owner. Such cashier's checks, certified checks, or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cashier's checks, certified checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 45 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

   Sureties used for obtaining bonds must appear as acceptable on the U.S. Department of the Treasury Circular 570.

9. Liquidated Damages for Failure to Enter into Contract: The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds within 10 days after he receives notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

10. Time of Completion and Liquidated Damages: Bidder must agree to fully complete the project within 270 consecutive calendar days thereafter. Bidder must agree to pay as liquidated damages the sum of $500 for each consecutive calendar day thereafter until acceptance as hereinafter provided.

11. Conditions of Work: Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

12. Addenda and Interpretations: 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 interpretation should be in writing addressed to Derrick Goudeau, P.E., at 8282 Goodwood Blvd., Baton Rouge, LA 70806 and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. The last date for questions is April 23, 2015. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids.

    Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

13. Security for Faithful Performance: Simultaneously with his delivery of the executed contract, the successful bidder shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Only those surety companies currently on the U. S. Department of Treasury Financial Management Services list (Circular 570) 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.

    The successful bidder will be required to file a performance bond in the full amount (100-percent) of the contract price for the full period of the contract and a payment bond in the full amount (100-percent) of the contract price for the full period of the contract.

14. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

15. Laws and Regulations: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and rules and regulations of authorities having jurisdiction over construction of the project shall apply to the contract throughout, and will be deemed to be included in the contract the same as written herein in full.

16. Method of Award: The contract, if awarded, will be awarded to the lowest responsive and responsible bidder.

17. Obligation of Bidder: At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation with respect to his bid.

18. Hold Harmless: To the fullest extent permitted by law, Company/Consultant shall indemnify, hold harmless, and defend the Parish Council and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Company.

19. Non-assignability: No Company/Consultant shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

20. Exclusions: Pursuant to Louisiana Revised Statute 38:2227, Company must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent Federal crimes. Consultant must further certify that he has not been convicted of, or has not entered into a plea of guilty or

nolo contendere to theft, identify theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors' misapplication of payments, malfeasance in office, or their equivalent Federal crimes within the five (5) years prior to submitting the proposal.

21. Disclosure: Company/Consultant must disclose whether it provides services or pays commissions to any employee or elected official of St. John the Baptist Parish. If so, company must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.

22. E-Verify Program: Pursuant to Louisiana Revised Statute 38:2212.10, contractor must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. Contractor must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

23. Permits: All Work shall be performed in accordance with Permits and requirements from permitting agencies. Refer to the Special Provisions for additional information.

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____, as Surety, are hereby held and firmly bound into _____, as owner in the penal sum of _____ for which, well and truly to be made, hereby jointly and severally bind ourselves, our heirs, executives, administrators, successors and assigns.

Signed, this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to _____, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the _____.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or 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 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 these presents to be signed by their proper officers, the day and year first set forth herein above.

Principal: _____ (L.S.)

Surety: _____

SEAL

By: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for, and on behalf of said corporation by authority of this governing body.

Signature: _____

Title: _____

(Corporate Seal)

CERTIFICATE AS TO SURETY

I, _____, certify that I am the _____(Title)_____ of the Surety who signed the bond. I certify that we are licensed to do business in the State of Louisiana and are currently recognized by the U. S. Department of the Treasury as acceptable sureties.

Signature: _____

Title: _____

Power of Attorney for person signing for surety company must be attached to bond.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. John the Baptist Parish Council
1801 West Airline Highway
LaPlace, LA 70068

BID FOR: Parish Generators
CDBG-DR Project
Project No. 48-PARA-2302

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: Gulf Engineers and Consultants, Inc. (G.E.C., INC.) and dated: **February 2015**.

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 ***(Additive) Persimmon Pump Station, Complete (includes ATS, Electrical, and Supports)*** for the lump sum of:

_____Dollars ($ _____)

Alternate No. 2 ***(Additive) Crevasse Pump Station, Complete (includes ATS, Electrical, and Supports)*** for the lump sum of:

_____Dollars ($ _____)

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

N/A_____Dollars ($ N/A _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER:_____

_____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

* The 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.

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O) .

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.

SECTION C
LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: St. John the Baptist Parish Council
1801 West Airline Highway
LaPlace, LA 70068

BID FOR: Parish Generators
CDBG-DRU Project
Project No. 48-PARA-2302

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ Mobilization			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
1	1	L.S.		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___LaPlace Park Pump Station, Complete (includes Generator, ATS, Foundations/Structures, Site work, and Electrical)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
2	1	L.S.		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___P.D. Hebert Lift Station, Complete (includes Generator, ATS, Foundations, Site work, and Electrical)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
3	1	L.S.		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ Garyville Wastewater Treatment Plant, Complete (includes Generator, ATS, Foundations, Site work, and Electrical)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
4	1	L.S.		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ Tigerville Wastewater Treatment Plant, Complete (includes Generator, ATS, Foundations, Site work, and Electrical)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
5	1	L.S.		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ Central Wastewater Treatment Plant, Complete (includes Generator, ATS, Foundations, Site work, and Electrical)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
6	1	L.S.		

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___ Wallace Wastewater Treatment Plant, Complete (includes Generator, ATS, Foundations, Site work, and Electrical)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
7	1	L.S.		

CONTINUED ON NEXT PAGE

DESCRIPTION:	☒ Base Bid or ❑ Alt.# ___Belle Grove Pump Station, Complete (includes Generator, ATS, Foundations/Structures, Site work, and Electrical)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
8	1	L.S.		

DESCRIPTION:	❑ Base Bid or ☒ Alt.# 1(Additive) Persimmon Pump Station, Complete (includes ATS, Electrical, and Supports)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
9	1	L.S.		

DESCRIPTION:	❑ Base Bid or ☒ Alt.# 2 (Additive) Crevasse Pump Station, Complete (includes ATS, Electrical, and Supports)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
10	1	L.S.		

PERFORMANCE BOND

KNOW ALL MEN 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 _____ (Name of Owner)

_____ (Address of Owner)

hereinafter called Owner, in the penal sum of _____ Dollars, $(_____)

in lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, 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:

_____

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 year guaranty period, and if he 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 the Work to be performed thereunder or the Specifications accompanying the same shall in any wise 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 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 _____ (Number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

_____ _____

(Principal) Secretary Principal (Bidder)

(Seal) By

_____

Authorized Officer-Owner-Partner

_____

_____ _____

Witness as to Principal Address

ATTEST:

_____

Surety

By

_____(Seal)

Attorney-In-Fact

_____ _____

Witness as to Surety Typed or Printed Name

COUNTERSIGNATURE

I certify that I am, as of the date of this Bond, contracted with the surety company or bond issuer as an agent of the company or issuer as a licensed agent in the State of Louisiana in good standing with the Louisiana Insurance Commission.

By _____ _____

Name of Agency

_____

Typed or Printed Name

_____

_____ _____

Agent License Number 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.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to on behalf of said corporation by authority of this governing body.

Signature: _____

Title: _____

(Corporate Seal)

CERTIFICATE AS TO SURETY

I, _____, certify that I am the _____(Title)_____ of the Surety who signed the bond. I certify that we are licensed to do business in the State of Louisiana and are currently recognized by the U. S. Department of the Treasury as acceptable sureties.

Signature: _____

Title: _____

Power of Attorney for person signing for surety company must be attached to bond.

PAYMENT BOND

KNOW ALL MEN 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 _____ (Name of Owner)

_____ (Address of Owner)

hereinafter called Owner, in the penal sum of _____ Dollars, $(_____)

in lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, 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:

_____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by Subcontractor or otherwise, 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 the Work to be performed thereunder or the Specifications accompanying the same shall in any wise 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 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 _____ (Number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

_____ (Principal) Secretary

(Seal)

_____ Witness as to Principal

_____ Principal (Bidder)

By _____
Authorized Officer-Owner-Partner

_____

_____ Address

ATTEST:

_____ Witness as to Surety

_____ Surety

By _____(Seal)
Attorney-In-Fact

_____ Typed or Printed Name

COUNTERSIGNATURE

I certify that I am, as of the date of this Bond, contracted with the surety company or bond issuer as an agent of the company or issuer as a licensed agent in the State of Louisiana in good standing with the Louisiana Insurance Commission.

By _____

_____
Typed or Printed Name

_____ Agent License Number

_____ Name of Agency

_____

_____ 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.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to on behalf of said corporation by authority of this governing body.

Signature: _____

Title: _____

(Corporate Seal)

CERTIFICATE AS TO SURETY

I, _____, certify that I am the _____(Title)_____ of the Surety who signed the bond. I certify that we are licensed to do business in the State of Louisiana and are currently recognized by the U. S. Department of the Treasury as acceptable sureties.

Signature: _____

Title: _____

Power of Attorney for person signing for surety company must be attached to bond.

SAMPLE CONTRACT

THIS AGREEMENT, made this _____ day of _____, 20 ____, by and

between _____,
(Corporate Name of Owner)

herein called "Owner," acting herein through its _____

_____, and
(Title of Authorized Official)

_____ a corporation, a partnership, an

individual doing business as _____
(Strike Out Inapplicable Terms)

of _____, Parish of _____, and State

of _____, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

hereinafter called the project, for the sum of _____ Dollars ($_____) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the contract; and at his/her (its/their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the General conditions and Supplemental General Conditions and Special Conditions _____ _____ prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by _____ _____, herein entitled the Architect/ Engineer, and as enumerated in the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner to fully complete the project within _____ _____ consecutive calendar days thereafter. The Contractor further agrees to pay, as Liquidated Damages, the sum of $_____ for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)
ATTEST:

_____
(Owner)

By _____

(Secretary)

_____
(Witness) (Title)

(Seal)

_____
(Contractor)

By _____
(Secretary)

_____
(Witness) (Title)

_____
(Address and Zip Code)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

INSURANCE REQUIREMENTS

St. John the Baptist Parish Council
1801 West Airline Highway LaPlace, LA 70068

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. **<u>Comprehensive Automobile Liability</u>** covering all owned, hired and other non-owned vehicles of the Contractor.

<u>The limits for "C" above shall not be less than:</u>

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. **<u>Professional Liability Insurance</u>** 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.

<u>The limits for "D" above shall not be less than:</u>

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

1. A W-9 form is to be furnished prior to work being issued.
2. **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**
3. **WHEN APPLICABLE, A CURRENT LOUISIANA STATE CONTRACTOR'S LICENSE SHOULD BE FURNISHED.**

E-VERIFY AFFIDAVIT

STATE OF LOUISIANA
PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, the owner/authorized representative of

_____
Company/Individual/Legal Entity Name

who hereby personally and as the authorized representative of the above identified legal person executes this affidavit, as the undersigned Contractor verification of its current and future compliance with L.S.A. R.S. 38:2212.10, stating affirmatively that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. The Contractor hereby verifies the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

Contractor shall not assign this Contract or any monies due or to become due hereunder, or subcontract any part of the Work without the prior written consent of St. John the Baptist Parish.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: St. John the Baptist Parish, 1801 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days of contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

_____ _____
Signature of Authorized Signatory Date E-Verify ID Assigned

_____ _____
Printed Name of Signatory E-Verify ID

_____
Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF_____ , 20_____

_____
Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

PAST CRIMINAL CONVICTIONS OF BIDDERS ATTESTATION

(LA. R.S. 38:2227)

STATE OF LOUISIANA
PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, (Appearer) the owner/authorized representative of

_____
Company / Individual / Legal Entity Name

Appearer, as a Bidder on the herein named Project, does hereby attest that:

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 herein, including any silent or dormant owner or manager, 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)
(b) Corrupt influencing (R.S. 14:120)
(c) Extortion (R.S. 14:66)
(d) Money laundering (R.S. 14:230)

B. For five years prior to 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 herein, including any silent or dormant owner or manager, 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)
(b) Identity Theft (R.S. 14:67.16)
(c) Theft of a business record (R.S. 14:67.20)
(d) False accounting (R.S. 14:70)
(e) Contractor's misapplication of payments (R.S. 14:202)
(f) Bank fraud (R.S. 14:71.1)
(g) Forgery (R.S. 14:72)
(h) Issuing worthless checks (R.S.14:71)
(i) Malfeasance in office (R.S. 14:134)

_____ _____
Name of Bidder Signature of Authorized Signatory of Bidder

_____ _____
Project Name/Number Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF_____, 20_____.

_____
Notary Signature
Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

(Pursuant to La. R.S. 38:2224 and La. R.S. 23:1726(B))

STATE OF LOUISIANA

PARISH/COUNTY OF_____

Before me, the undersigned authority, came and appeared,

I, _____, the owner/authorized representative of

_____
Company/Individual/Legal Entity Name

who, being first duly sworn, deposed and state that I personally and as an authorized representative of the above identified legal person executes this continuing affidavit stating that neither the above named Contractor nor a person acting on its behalf, either directly or indirectly, employed, paid, nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this public contract, other than persons regularly employed by Contractor whose services were in the regular course of their duties for Contractor in connection with the construction, alteration or demolition of a public building or project.

The above named Contractor, if awarded, continually affirms that no part of the contract price received by Contractor 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 were in the regular course of their duties for Contractor.
The above named Contractor hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: Saint John the Baptist Parish, 1801 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days after contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

_____ Signature of Authorized Signatory	SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____2012.
_____ Printed Name of Signatory	_____ Notary Signature Printed Notary Name: _____
_____ Title of Authorized Signatory	Notary/Bar Roll Number: _____
_____ Project Name/Number	My Commission is for/expires on: _____

CDBG COMPLIANCE PROVISIONS

for

CONSTRUCTION CONTRACTS

(These provisions must be included in all construction contracts)

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1. **<u>EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)</u>**
(applicable to contracts and subcontracts above $10,000)

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

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

C. 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 Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, 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 Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

(applicable to contracts and subcontracts above $10,000)

As used in these specifications:

(1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

(2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

(4) "Minority" includes:

(a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);

(c) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

A. When the Contractor, or any subcontractor, at anytime, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

B. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

C. The Contractor shall implement the specific affirmative action standards provided in paragraphs G(1) through G(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally-assisted

construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed.
Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

D. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

E. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

F. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

(3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs,

especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under G(2) above.

(6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

(12) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority

and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

G. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G(1) through G(16)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under G(1) through G(16) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

H. A single goal for minorities and a separate single goal for women has been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

I. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, or national origin.

J. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to E.O. 11246.

K. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to E.O. 11246, as amended.

L. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

M. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

N. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

3. <u>NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION</u>
(applicable to contracts and subcontract over $10,000)

A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

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

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

Goals for female participation: 6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed.

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

MINORITY PARTICIPATION GOALS

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

Concordia	30.4	Lincoln	27.9	St. James	27.7	West Feliciana	30.4
De Soto	29.3	Livingston	26.1	St. John the Baptist	27.7	Winn	29.3

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

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

4. <u>CERTIFICATION OF NONSEGREGATED FACILITIES</u>
(applicable to contracts and subcontracts over $10,000)

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

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

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

5. <u>CIVIL RIGHTS</u>

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

6. <u>SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPLENT ACT OF 1974</u>

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color,

national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

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

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to

the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8. <u>SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)</u>
(applicable to contracts and subcontracts over $10,000)

H. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

I. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

J. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

K. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

L. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

M. The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

9. <u>SECTION 504 OF THE REHABILITATION ACT OF 1973. AS AMENDED</u>

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

10. <u>AGE DISCRIMINATION ACT OF 1975</u>

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

11. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(applicable to contracts and subcontracts exceeding $100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

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

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

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

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

A. Lead-Based Paint Hazards
(include in contracts for construction or rehabilitation of residential structures)

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

B. Use of Explosives (Modify as required)

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

The Contractor shall notify all owners of public utility property of intention to use explosives at

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

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

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

13. FLOOD DISASTER PROTECTION

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

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

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

14. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

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

15. INSPECTION

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

16. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as

may be required by the Owner.

17. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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

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

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

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Contractors shall incorporate foregoing requirements in all subcontracts.

19. PATENTS

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify

and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. COPYRIGHT

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

21. TERMINATION FOR CAUSE

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

22. TERMINATION FOR CONVENIENCE

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

23. ENERGY EFFICIENCY

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

24. SUBCONTRACTS

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.

B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as

applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

25. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

26. PROTECTION OF LIVES AND HEALTH

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

27. BREACH OF CONTRACT TERMS

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

28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

29. CHANGES

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

30. PERSONNEL

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

contractual relationship with the Owner.

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

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

31. ANTI-KICKBACK RULES

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

32. ASSIGNABILITY

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

33. INTEREST OF CONTRACTOR

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

34. POLITICAL ACTIVITY

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

35. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

36. DISCRIMINATION DUE TO BELIEFS

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

37. CONFIDENTIAL FINDINGS

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

38. LOBBYING

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

39. FEDERAL LABOR STANDARDS PROVISIONS

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

Federal Labor Standards Provisions
U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

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

A. 1. (i) Minimum Wages. 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 l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

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

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; 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 HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so

advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3.(i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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 l(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 l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) **(a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls 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/esa/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 HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR
5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set

forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. 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 work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29

CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

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

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

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

form HUD-4010 (06/2009)
Previous edition is obsolete. ref. Handbook 1344.1

General Decision Number: LA150007 01/23/2015 LA7

Superseded General Decision Number: LA20140007

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: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/23/2015

CARP0729-001 07/01/2012

	Rates	Fringes
MILLWRIGHT	$ 25.80	9.50

CARP1846-006 07/01/2014

	Rates	Fringes
CARPENTER (formbuilding/formsetting and Piledrivers)	$ 23.46	8.05

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* ELEC0130-005 12/01/2014

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

	Rates	Fringes
ELECTRICIAN (including low		

voltage wiring).....$ 29.85 10.03

ELEC1077-002 06/01/2014

ST. TAMMANY PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring)	$ 22.80	7.50

ENGI0406-018 07/01/2009

	Rates	Fringes
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
Cement Mason/Concrete Finisher	$ 21.43	6.19

PLAS0812-003 06/01/2004

ST. JAMES PARISH

	Rates	Fringes
Cement Mason/Concrete Finisher	$ 21.85	0.00

PLUM0060-002 06/02/2014

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

	Rates	Fringes
Plumbers (excluding pipe laying)	$ 28.13	11.16

PLUM0198-005 01/01/2014

ST. JAMES PARISH (Northwestern Portion)

	Rates	Fringes
PLUMBER (excluding pipe laying)	$ 25.54	10.73

SULA2004-007 05/13/2004

	Rates	Fringes
CARPENTER (all other work)	$ 13.75	2.60
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
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

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

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

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

U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON
LABOR STANDARDS

A Contractor's Guide
to Prevailing Wage Requirements
for Federally-Assisted Construction Projects

January 2012
Previous versions obsolete

INTRODUCTION

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

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

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations on-line:

http://www.hud.gov/offices/olr

Obtain additional copies of this Guide and other publications at our website or by telephone from HUD's Customer Service Center at (800)767-7468.

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CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 DAVIS-BACON AND OTHER LABOR LAWS.

a. **The Davis-Bacon Act (DBA).** The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U. S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

b. **The Contract Work Hours and Safety Standards Act (CWHSSA).** CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts ***except*** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to prime contracts of $100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provision, available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

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

d. **The Fair Labor Standards Act (FLSA).** The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 DAVIS-BACON REGULATIONS.

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

DOL Regulations are available on-line on the World Wide Web:
http://www.dol.gov/dol/allcfr/Title_29.htm

1-3 CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

a. The labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects

administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction or the HUD-5370-EZ (construction contracts ≤$100,000) which are used for Public and Indian Housing projects.

HUD program labor standards forms are available on-line at:
www.hud.gov/offices/adm/hudclips/index.cfm

b. Davis-Bacon Wage Decisions. The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:
http://www.wdol.gov

1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR

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

To make this Guide easier to understand, the term "prime contractor" will mean the principal contractor; "subcontractor" will mean all subcontractors including lower-tier subcontractors; and the term "employer" will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

1-5 RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR.

The ***contract administrator*** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 2-1, ***The Wage Decision***) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see 2-6, ***Compliance Reviews***) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff. But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs), Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for you remains essentially the same.

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

CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS

WHERE TO START? Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I - THE BASICS

2-1 THE WAGE DECISION.

Davis-Bacon labor standards stipulate the wage payment requirements for Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable Davis-Bacon wage decision.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 1-3, Construction Contract Provisions.

a. **The work classifications and wage rates.** A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the contract administrator (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

The Employee Rights under the Davis-Bacon Act poster (WH-1321) replaces the Notice to all Employees. The new poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

2-2 ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES.

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an additional classification and wage rate. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

a. **Additional classification rules.** Additional classifications and wage rates can be approved if:

1. The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the county where the project is located).

2. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)

3. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,

4. The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

b. **Making the request.** A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.

c. **HUD review.** The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

   If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will not approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

d. **DOL decision.** The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

   If the DOL does not approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 CERTIFIED PAYROLL REPORTS.

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

a. **Payroll formats.** The easiest form to use is DOL's WH-347, Payroll. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

> You are not required to use Payroll form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

b. **Payroll certifications.** The weekly payrolls are called certified because each payroll is signed and contains language certifying that the information is true and correct. The payroll certification language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

> DOL's website has Payroll Instructions and the Payroll form WH-347 in a "fillable" PDF format at this address:
> www.dol.gov/whd/forms/wh347.pdf

c. **"No work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See tip box, for "no work" payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you number payrolls consecutively or if you send a note, you do not need to send "no work" payrolls.

> If you number your payroll reports consecutively, you do not need to submit "no work" payrolls!

d. **Payroll review and submission.** The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

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

e. **Payroll retention.** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

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

2-4 DAVIS-BACON DEFINITIONS.

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

a. **Laborer or mechanic.** "Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, and trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

1. **Working foremen**. Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.

2. **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

b. **Employee.** Every person who performs the work of a laborer or mechanic is "employed" regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics. Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the Appendix).

c. **Apprentices and trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training programs. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months - 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate on the applicable wage decision for that craft.

1. **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.

2. **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is not considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.

3. **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

d. **Prevailing wages or wage rates.** Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate unless you provide bona fide fringe benefits for your employees.

   1. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates provided the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. Accurate time records must be maintained for any piece-work employees. If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

e. **Fringe benefits** Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits do not include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the total hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires $10/hour basic rate plus $5/hour fringe benefits, you must pay no less than that total ($15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay $15 in base wage with no fringe benefits, or you could pay $12 basic plus $3 fringe benefits. You can also off-set the amount of the base wage if you pay more in fringe benefits such as by paying or $9 basic plus $6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

f. **Overtime.** Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

g. **Deductions.** You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.

Referring, again, to our example above where the wage decision requiring a $15 total wage obligation ($10 basic wage plus $5 fringe benefits) was met by paying $9 base wage plus $6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate as stated on the wage decision. In the above example, the employer must pay for overtime: $15/hr ($9 basic + $6 fringe) plus $5 (one-half of $10, the wage decision basic rate) for a total of $20 per hour.

h. **Proper designation of trade.** You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters even if they aren't considered by you to be fully trained as a Carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

   1. **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each classification in which work was performed only if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

i. **Site of work.** The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II - REPORTING REQUIREMENTS

2-5 COMPLETING A PAYROLL REPORT.

What information has to be reported on the payroll form? The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's name; his or her work classification (who is working for you and what do they do?), the hours worked during the week, his or her rate of pay, the gross amount earned (how much did they earn?), the amounts of any deductions for taxes, etc., and the net amount paid (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

a. **Project and contractor/subcontractor information.** Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the week dates in the spaces provided. Numbering payrolls is optional but strongly recommended.

b. **Employee information.** Effective January 18, 2009, payrolls shall not report employee addresses or full Social Security Numbers (SSNs). Instead, the first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

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

c. **Work classification.** Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

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

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

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

e. **Rate of pay.** Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you do not participate in approved fringe benefit programs, add the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

1. **Piece-work.** For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

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

Remember, the overtime rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the overtime rate would be: ($10 x 1 ½) + $5 = $20/hour.

f. **Gross wages earned.** Show the gross amount of wages earned for work performed on this project. Note: For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

g. **Deductions.** Show the amounts of any deductions from the gross earnings. “Other” deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

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

h. **Net pay.** Show the net amount of wages paid.

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

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

j. **Signature.** Make sure the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; xerox, pdf and other facsimiles are not acceptable.

SECTION III - PAYROLL REVIEWS AND CORRECTIONS

2-6 COMPLIANCE REVIEWS.

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see 1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

a. **On-site interviews.** Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator.

b. **Project payroll reviews.** The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS.

The following paragraphs describe common payroll errors and the corrective steps you must take.

a. **Inadequate payroll information.** If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

b. **Missing identification numbers.** If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

c. **Incomplete payrolls.** If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.

d. **Classifications.** If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate (see 2-2). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees. (see 2-8 for instructions about wage restitution.)

e. **Wage rates.** If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

f. **Apprentices and trainees.** If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

g. **Overtime.** If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

    1. If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at $10 per day per violation. Or,

    2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the contract administrator may refer the matter to the DOL for further review.

h. **Computations.** If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

i. **Deductions.** If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

j. **Fringe benefits.** If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred. However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.

k. **Signature.** If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principle of the firm and that person has not been authorized by principle to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principle or other authorized signatory.

l. **On-site interview comparisons.** If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction certified payroll report.

m. **Correction certified payroll.** Any and all changes to data on a submitted payroll report must be reported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

2-8 RESTITUTION FOR UNDERPAYMENT OF WAGES.

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a certified payroll report.

a. **Notification** to the Employer/Prime contractor. The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

b. **Computing wage restitution.** Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

c. **Correction certified payrolls.** The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification; the total number of work hours involved (daily hours are usually not applicable for wage restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll.

HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashiers, canceled or other), or employee-signed receipts or waivers.

d. **Review of correction CPR.** The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.

e. **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required

to place in a deposit or escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3 LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW ACCOUNTS, AND SANCTIONS

WHAT HAPPENS WHEN THINGS GO WRONG?

3-1 INTRODUCTION.

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

3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

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

   1. **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

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

b. **Findings of underpayment.** Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

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

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

3-3 WITHHOLDING.

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

3-4 DEPOSITS AND ESCROWS.

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and final payments provided the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 1-4, Responsibility of the Principal Contractor, and 2-8, Restitution for Underpayment of Wages.

a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in 2-8(f) of this Guide.

b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor.

   If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor.

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

2. If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See 2-8(f) and 3-4(a)).

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained as explained in 3-4(c), below.

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

c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 ADMINISTRATIVE SANCTIONS.

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

a. **DOL debarment.** Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

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

1. **Limited Denial of Participation.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

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

3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS.

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of $1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

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

ACRONYMS AND SYMBOLS

CDBG -	Community Development Block Grant
CFR -	Code of Federal Regulations
CPR -	Certified Payroll Report
CWHSSA -	Contract Work Hours and Safety Standards Act
DBA -	Davis-Bacon Act
DBRA -	Davis-Bacon and Related Acts
DOL -	Department of Labor
FHA -	Federal Housing Administration
FLSA -	Fair Labor Standards Act
HUD -	Housing and Urban Development (Department of)
IHA -	Indian Housing Authority
LCA -	Local Contracting Agency
LDP -	Limited Denial of Participation
O/T -	Overtime
PHA -	Public Housing Agency
S/T -	Straight-time
SAC -	State Apprenticeship Council/Agency
TDHE -	Tribally-Designated Housing Entity
§ -	Section
¶ -	Paragraph

DAVIS-BACON - RELATED WEB SITES*

HUD Office of Labor Relations:
www.hud.gov/offices/olr

HUD Regulations:
http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

HUDClips (HUD Forms and Publications):
www.hud.gov/offices/adm/hudclips/index.cfm

DOL Davis-Bacon and Related Acts Homepage:
http://www.dol.gov/whd/contracts/dbra.htm

DOL Regulations:
http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

Davis-Bacon Wage Decisions:
www.wdol.gov

DOL Forms:
www.dol.gov/whd/programs/dbra/forms.htm

***Web addresses active as of January 2012**

Project Wage Rate Sheet		U.S. Department of Housing and Urban Development Office of Labor Relations				
Project Name:			**Wage Decision Number/Modification Number:**			
Project Number:			**Project County:**			
Work Classification	**Basic Hourly Rate (BHR)**	**Fringe Benefits**	**Total Hourly Wage Rate**	**Laborers Fringe Benefits**		**$**
Bricklayers			**$**	**Group #**	**BHR**	**Total Wage**
Carpenters			**$**			**$**
Cement Masons			**$**			**$**
Drywall Hangers			**$**			**$**
Electricians			**$**			**$**
Iron Workers			**$**			**$**
Painters			**$**	**Operators Fringe Benefits:**		**$**
Plumbers			**$**	**Group #**	**BHR**	**Total Wage**
Roofers			**$**			**$**
Sheet Metal Workers			**$**			**$**
Soft Floor Workers			**$**			**$**
Tapers			**$**			**$**
Tile Setters			**$**	**Truck Drivers Fringe Benefits:**		**$**
Other Classifications				**Group #**	**BHR**	**Total Wage**
			$			
			$			
			$			
Additional Classifications (HUD Form 4230-A)						
Work Classification	**Basic Hourly Rate (BHR)**	**Fringe Benefits**	**Total Hourly Wage Rate**	**Date of HUD Submission to DOL**		**Date of DOL Approval**
			$			
			$			
			$			

U.S. Department of Labor
Waga and Hour Olv1s1C!i

PAYROLL

(For Con!Jaclor's Optional Use; See instrueb ons al www.dol.gov/whdlforms lwh347instr.htm)

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Date______________________

__________________________ __________________________
(Name of Si!Jlaory Party) (TIUe)

do hereby state:

(1) That Ipay or supervise the payment of the persons employed by

______________________________________ on the
(Contractor or Subcontractor)

__________________________ . that during the payroll period commencing on the
(0.Jiding or Work)

________ day of ________ and ending the ________ day of ________,

a.ll persons employed on said project have been paid the TIJI'M?:ekly wages earned, that no rebates have been or Vtill be made either ciredlyor indirectly to« on behalf of said

______________________________ from the ull
(Contractor or SUbcontractor)

weekly wages eamed by any pe<son and that no deductions have been made either directly or indirectly from the full wages eamed by any pe<son,olhe< than permissible deductions as defined in Regulatioos, Part 3 (29C.FR. Subtitle A), issued by the Secretary of Labo< under the Copeland Act, as amended (48 Stat. 948, 63 start.108, 72 stal. 967; 76 Stal.357; 40 USC. § 3145), and dl!9Cfibed below:

____

____

____

____

(2) That any payrolls olherv.ise under this contract required to be submitted for the above period are **correct and complete: that the wage rates *for* labcrers °'mechanics contained therein are not *less* than the** applicable wage rates contained in any wage dete<minatioo incorporated into the contract: that the **classifications set forth therein *for* each laborer a mechanic conform Ytith *the* 'Mlri< he performed.**

(3) Thal any "I'Prent ces empyed in the above period are duly registered in a bona fide apprenticeship program registered wih a Stale apprero" agency recognized by the Bureau of ApprenticesNp and Training, United Slates Department of Labor, of no such re«>gnized agency exists in a state, are registered v.ith the &reau of Apprenticeship and Training, Unied Slates Department of Labor.

(4) That:

(a) VltiERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

D

in addition to the basic hourty wage rates paid to each laborer or mechanic listed in he referen pynll ,pyrnent$ Qf fringe benefit$ $ li$1'11!n the Qntrct have been *er* v.ilt be made to appropriate programs for the benefit of such **employees.except as noted insedion 4(c) belON.**

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

0 – **Each laborer or mechanic listed in the above referenced payroll has been paid,** as indicated on the payroll, an amount not less than the sum of the applicable **basic hourty wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.**

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WI FIJ FAI,$1FfCATIQN OF ANY OF TliE ASQVE $TITEMENT$ MAY we,1;cr THE CONTRACTOR OR **SUBCONTRACTOR TO CIVIL OR CRIMN.ct. PROSECUTION SEE SECTION 1001 Of TITLE 18 ANO SECTION 231 OF TITLE** 31 OF THE UNITED STATES CODE

U.S. Department of Housing and Urban Development
Office of Departmental Operations and Coordination
Washington, DC 20410

Email: www.OfficeofLaborRelations@hud.gov

Labor Relations Desk Guide
LR01.DG

EQUAL HOUSING
OPPORTUNITY

(NOT REQUIRED TO BE SUBMITTED WITH BID)

CERTIFICATION OF SELECTED BIDDER/CONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

_____

Name of Bidder/Contractor

_____

Project Name and Number

The undersigned hereby certifies that:

(a) Section 3 provisions are included in the Contract,

(b) A written Section 3 plan was prepared and submitted as part of the bid award proceedings (if bid exceeds $100,000), and

(c) Tables A and B were prepared and submitted as part of the bid award proceedings (if exceeds $100,000).

(d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

_____

Name & Title of Signer (Print or Type)

_____

Signature

_____

Date

(NOT REQUIRED TO BE SUBMITTED WITH BID)

SECTION 3 PLAN CERTIFICATION OF SELECTED BIDDER/CONTRACTOR

_____
Name of Prime Contractor

_____
Project Name and Number

The undersigned hereby certifies that:

A. The positions listed under part B that have been filled by_____since
Name of Prime Contractor

being notified of contract selection on_____were not filled to circumvent the
Date

contractor's obligations to provide employment opportunities; including training positions, for Section 3 residents, as required by Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations, 24 CFR Part 135.

B. Employment Positions filled since_____.
Date of Selection

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

C. No employment positions have been filled since_____.
Date of Selection

_____
Name & Title of Signer (Print or Type)

_____
Signature

_____
Date

NOTICE: This Certification must be made BEFORE contract execution (24 CFR 135 135.38(e)).

(NOT REQUIRED TO BE SUBMITTED WITH BID)

SELECTED BIDDER/CONTRACTOR SECTION 3 PLAN FORMAT

(If either contract
exceeds $100,000)

_____agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Parish of St. John.

A. To ascertain from the locality's Disaster Recovery CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the Parish the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S .Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. *To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.

E: *To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

J. To list on Table A information related to subcontracts to be awarded.
*Loans, grants, contracts, and subsidies for less than $100,000 will be exempt.

K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

(NOT REQUIRED TO BE SUBMITTED WITH BID)

As officers and representatives of_____, we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

_____
Signature

_____
Title

_____
Date

_____
Signature

_____
Title

_____
Date

(NOT REQUIRED TO BE SUBMITTED WITH BID)

TABLE A

PROPOSED SUBCONTRACTS BREAKDOWN

FOR THE PERIOD COVERING_____, 20___through_____, 20_____

(Duration of the CDBG-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PROFESSIONAL)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS TO PROJECT AREA BUSINESS*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESS*

* The Project Area is coextensive with the Parish of St. John boundaries.

_____
Company

_____ _____
Project Name Project Number

_____ _____
(Signature) Date

(NOT REQUIRED TO BE SUBMITTED WITH BID)

TABLE B

ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATED POSITIONS	NO. POSITION CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.*
OFFICERS/SUPERVISOR				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL/MGT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE:				
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				
TRADE:				
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				
T O T A L				

*Lower Income Project Area residents - Individuals residing within the Parish of St. John whose family income does not exceed 80% of the median income in the State.

_____

Company

(NOT REQUIRED TO BE SUBMITTED WITH BID)

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

_____
Name of Subcontractor

_____
Project Name and Number

The undersigned hereby certifies that:

(a) Section 3 provisions are included in the Contract,

(b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid exceeds $100,000), and

(c) Tables A and B were prepared and submitted as part of the bid proceedings (if bid exceeds $100,000).

(d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

_____
Name & Title of Signer (Print or Type)

_____
Signature

_____
Date

(NOT REQUIRED TO BE SUBMITTED WITH BID)

_____
Name of Subcontractor

_____
Project Name and Number

The undersigned hereby certifies that:

A. The positions listed under part B that have been filled by_____since
(Name of SubContractor)
being notified of contract selection on_____were not filled to circumvent the
(Date)
contractor's obligations to provide employment opportunities; including training positions, for Section 3 residents, as required by Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations, 24 CFR Part 135.

B. Employment Positions filled since_____.
Date of Selection

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. No employment positions have been filled since_____.
Date of Selection

_____
Name & Title of Signer (Print or Type)

_____
Signature

_____
Date

NOTICE: This Certification must be made BEFORE contract execution (24 CFR 135 135.38(e)).

(NOT REQUIRED TO BE SUBMITTED WITH BID)

SELECTED SUBCONTRACTOR SECTION 3 PLAN FORMAT

(If either contract
exceeds $100,000)

_____agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Parish of St. John.

A. To ascertain from the locality's Disaster Recovery CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the Parish the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S .Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. *To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.

E: *To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

J. To list on Table A information related to subcontracts to be awarded.
*Loans, grants, contracts, and subsidies for less than $100,000 will be exempt.

K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

(NOT REQUIRED TO BE SUBMITTED WITH BID)

As officers and representatives of_____, we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

_____
Signature

_____
Title

_____
Date

_____
Signature

_____
Title

_____
Date

(NOT REQUIRED TO BE SUBMITTED WITH BID)

TABLE A

PROPOSED SUBCONTRACTS BREAKDOWN

FOR THE PERIOD COVERING_____, 20___through_____, 20_____

(Duration of the CDBG-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PROFESSIONAL)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS TO PROJECT AREA BUSINESS*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESS*

* The Project Area is coextensive with the Parish of St. John boundaries.

_____
Company

_____ _____
Project Name Project Number

_____ _____
(Signature) Date

(NOT REQUIRED TO BE SUBMITTED WITH BID)

TABLE B

ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATED POSITIONS	NO. POSITION CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.*
OFFICERS/SUPERVISOR				
PROFESSIONALS				
TECHNICIANS				
HOUSING				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE:				
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				
TRADE:				
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM # TRAINEES				
OTHERS				
T O T A L				

*Lower Income Project Area residents - Individuals residing within the Parish of St. John whose family income does not exceed 80% of the median income in the State.

_____

Company

(NOT REQUIRED TO BE SUBMITTED WITH BID)

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 under the Provisions of 24 CFR 24:

(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 judgment 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 of 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 and Title of Authorized Representative

_____

Signature of Authorized Representative

_____

Date

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

GENERAL CONDITIONS

ARTICLE 1 - Definitions

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Acceptance, Final Acceptance - The formal action by ENGINEER accepting the Work, or a specified part of the work thereof, as being complete in all respects, or the action by ENGINEER to place the equipment/facilities in operation for continuous utilization for their intended purposes.

Agreement - Refers to the written document signed by the OWNER and CONTRACTOR that is the legal instrument binding the parties to the work. The terms "Agreement" and "Contract" are synonymous.

Application for Payment - The form furnished by CONTRACTOR and approved by ENGINEER for requesting progress payments and an affidavit of CONTRACTOR and its Subcontractors that progress payments theretofore received from OWNER on account of the work have been applied by CONTRACTOR and its Subcontractors to discharge in full all of CONTRACTOR'S and its Subcontractors' obligations stated in the prior Application for Payment, and that the accuracy of the progress reported in the Application for Payment to have been completed by CONTRACTOR or its Subcontractors has been verified by CONTRACTOR. The application for Payment should include all supporting documentation as required by the Contract Documents.

Bid - Refer to definition of Proposal Document in Instructions to Bidders.

Bonds - Bid, performance and payment bonds and other instruments of security.

Change Order - A written order to CONTRACTOR in accordance with the Louisiana Bid Law and approved by OWNER authorizing an alteration, deviation, addition, deletion, and/or revision in the Work, or an adjustment in the Contract Price and/or the Contract Time.

Contract Documents - Those documents itemized herein and as may be further itemized in the Supplementary Conditions. The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-bid documentation submitted), the bonds, the General Conditions, the Technical Provisions, the Drawings as the same are more specifically identified in this Agreement, together with all Modifications issued after the execution of this Agreement shall be part of the Contract Documents.

Contract Price - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

Contract Time - The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR - A person, firm or corporation with whom OWNER has entered into the Agreement for the Work designated under the Contract Documents. The term "CONTRACTOR" shall also mean CONTRACTOR or its authorized representative.

Correction Period - The time during which CONTRACTOR must repair defective work or remove defective work from the site and replace it with non-defective work, all at no cost to the OWNER, pursuant to Paragraph 13.12 of the General Conditions.

Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

Defective - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test, referenced standard or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. The terms "Drawing" and "Plan" are synonymous, and wherever used in the Contract Documents it should be interpreted according to the definition of "Drawings".

Effective date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER - The individual, firm or corporation named as ENGINEER in the Supplementary Conditions, who will have the rights and authority assigned to the ENGINEER in the Contract Documents. The term "ENGINEER" means the ENGINEER or its authorized representative. The terms "ENGINEER", "DESIGN ENGINEER", "ARCHITECT" and "ENGINEER/ARCHITECT" are synonymous, and wherever used in the Contract Documents they should be interpreted according to the definition of "ENGINEER".

Field Order - A written order issued by ENGINEER to CONTRACTOR on or after the effective date of the agreement requiring a minor change in work not requiring an adjustment in the Contract Price or Contract Time.

General Requirements – refers to these General Conditions. The terms "General Requirements" and "General Conditions" are synonymous.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes and/or orders.

Notice of a Proposed Change - A written document issued on or after the effective date of the agreement initiated by a) OWNER requesting that CONTRACTOR figure the potential effect on Contract Price or time of the proposed change described in the Notice, if the proposed change is to be ordered, or b) CONTRACTOR to notify OWNER that in the CONTRACTOR'S opinion a change has been requested in a Field Order, or pursuant to ENGINEER'S approval of a shop drawings, or a written interpretation or clarification (pursuant to paragraph 9.4). A Notice of a Proposed Change shall not constitute an order to change the work, as no change shall be considered ordered until an appropriate change order, or Work Directive Change is executed by OWNER.

Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligation under the Contract Documents.

OWNER – St. John the Baptist Parish Government (SJBPG) which includes all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers.

Operation, Initiation of - A point in time when OWNER initiates use of the entire work under the project for the purposes that it was planned, designed and built, setting forth commencement of the correction period.

Partial Utilization - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Resident Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted to CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual, partnership, corporation, joint venture, or other combination thereof who has a contract with Contractor to perform any part of the work at the site. The term "Subcontractor" shall also mean any individual, partnership, corporation, joint venture, or other combination thereof who has a contract with another Subcontractor to perform any part of the work at the site.

Substantial Completion - The finishing of the Work, or a specified part of the Work, in accordance with the Contract Documents, to the extent that Owner can use or occupy all or the specified part of the Work for the use for which it is intended without any concurrent Work at the site except as required to complete Punch List items with cumulative value under one percent (1%) of the Contract Price. Prerequisites for Substantial Completion include: (a) all systems have been successfully tested and demonstrated by the

CONTRACTOR for their intended use, and (b) the Owner receiving all occupancy certifications and approvals from those State and local Public Entities with jurisdiction.

Supplementary Conditions - Section following General Conditions which amends or supplements the General Conditions and is a part of the Contract Documents and is located in the Book of Contract Documents.

Supplier - A manufacturer, fabricator, supplier, distributor, material man or vendor.

Testing, Pre-operational - All field inspections, installation checks, water tests, performance tests, and necessary corrections required of CONTRACTOR to demonstrate that individual components of the work have been properly erected and found to operate in accordance with the Contract Documents, so that they can be utilized continuously for their intended purposes.

Testing, Start-up - A pre-defined trial period required for achieving Substantial Completion during which CONTRACTOR is to operate the work, or a part specified thereof, under actual and simulated operating conditions and performing as defined in the Contract Documents, for the purposes of a) making such minor adjustments and changes as may be found necessary to comply with the requirements of the Contract Documents, and b) to comply with the final test requirements outlined in the Contract Documents.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials; electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work - Work to be paid for on the basis of unit prices.

Work - Any and all obligations, duties, responsibilities, labor, materials, equipment, temporary facilities, and incidentals, and the furnishing thereof necessary to complete the construction assigned to, or undertaken by CONTRACTOR, pursuant to the Contract Documents. Also, the completed construction or parts thereof required to be provided under the Contract Documents, including all materials, equipment, and supplies incorporated or to be incorporated in the construction.

Work Directive Change - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.20. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following successful negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

ARTICLE 2 - Preliminary Matters

2.1 DELIVERY OF BONDS: When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

2.2 COPIES OF DOCUMENTS: OWNER shall furnish to CONTRACTOR up to five copies (unless otherwise provided in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED: A Notice to Proceed may be given at any time within thirty days after the effective date of the agreement. However, upon mutual written consent by both parties, the notice to proceed may be extended. The Contract Time will commence at the time specified in such notice to proceed or, if no notice is given, thirty days following the Effective Date of the Agreement.

2.4 STARTING THE PROJECT: CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of OWNER.

2.5 BEFORE STARTING CONSTRUCTION: Before undertaking each part of the Work, CONTRACTOR shall (a) study and compare the Contract Documents with each other and against manufacturers, representations, (b) verify dimensions and field measurements, (c) coordinate requirements of dependent Work (location, dimensions, access, fit, completeness, class, codes, etc.), and (d) notify ENGINEER in writing of any conflict, error, omission or deviation from manufacturers' recommendations discovered. CONTRACTOR shall be responsible for any delay and all costs resulting from performing any Work before obtaining a written clarification or interpretation from ENGINEER, if CONTRACTOR had actual knowledge, or should have reasonably known that any such Work (a) involves a conflict, error or omission, or (b) is subject to specific method of installation, performance or test procedure or result which is contrary to the recommendation of the corresponding manufacturer. **Contractor shall also be responsible for locating all property lines and right-of-way lines prior to beginning construction.**

2.6 SCHEDULE SUBMITTALS: Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit four copies of the following schedules to ENGINEER for review:

2.6.1 An estimated progress schedule indicating the starting and completion dates of the various stages of the Work in accordance with the Contract Documents.

2.6.2 A preliminary schedule of Shop Drawing submissions.

2.6.3 A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by

CONTRACTOR at the time of submission. The Schedule of Values will be organized along the Divisions, and sub-divisions, of the Technical Specifications.

2.7 INSURANCE CERTIFICATES: Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy of ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.4, 5.5, and 5.6. Certificates of Insurance must be accompanied by a letter from the Contractor's Insurance Agent certifying that the insurance being provided meets the limits and requirements of the specifications. An explanation of any abbreviations used on the certificates must also be provided.

2.8 PRE-CONSTRUCTION CONFERENCE: Within twenty days after the effective date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.9 FINALIZING SCHEDULES: At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefore. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3 - Contract Documents; Intent, Amending, Re-use

3.1 INTENT: The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 FUNCTIONALLY COMPLETE PROJECT: It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or be implication, shall mean the latest standard specifications, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), even though reference may be specifically made to an earlier standard. However, no provision of any referenced standard specifications, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or

ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of subparagraph 9.13.3 or 9.13.4. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.4. In the event of any conflict between any of these standard specifications, manuals, or codes and any Divisions of the Book of Technical Specifications, the latter requirements shall be binding on Contractor. In the event that two or more standard specifications, manuals, or codes conflict with one another, the requirement ultimately enforced shall be binding on CONTRACTOR. In this event it will be considered that the higher cost requirement has been considered in the CONTRACTOR'S Bid Proposal and the CONTRACTOR further agrees and acknowledges that compliance with this condition shall not warrant an increase in Contract Price nor Contract Time.

3.3 CONFLICT IN CONTRACT DOCUMENTS: If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. Until interpretation, clarification or instruction is obtained from ENGINEER, any work done by CONTRACTOR (or Subcontractors) after the discovery of such a conflict, error, or discrepancy, which is directly or indirectly affected by same, will be at his own risk and he shall bear all cost arising therefrom.

3.4 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS: The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1 A Change Order (pursuant to paragraph 10.4), or

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order.

3.5 WORK DIRECTIVE CHANGE: In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by a Work Directive Change required by one or more of the following actions:

3.5.1 A Field Order (pursuant to paragraph 9.5 and 10.7)

3.5.2 ENGINEER'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.24), or

3.5.3 ENGINEER'S written interpretation or clarifications (pursuant to paragraph 9.4)

3.6 RE-USE OF DOCUMENTS: Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not re-use any of them on extensions of the Project or any other project without written consent of

OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

3.7 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS:

3.7.1 All figures and dimensions on the drawings and specifications shall be carefully checked by CONTRACTOR, who shall note all conflicts, errors, or discrepancies. CONTRACTOR will be held responsible for any conflict, error, or discrepancy not discovered before the work is executed, unless contractor could not have reasonably known about the conflict, error, or discrepancy. CONTRACTOR shall promptly notify ENGINEER in writing of any discrepancies, errors, or omissions discovered in review of the Contract Documents. ENGINEER will promptly investigate the matter and respond to CONTRACTOR.

3.7.2 In all cases, figured dimensions shall govern over scaled dimensions, but work not dimensioned shall be as directed, and work not particularly shown, identified, sized, or located shall be the same as similar parts that are shown or specified. Further, detail drawings shall govern over general drawings, larger scale details take precedence over smaller scale drawings, change order drawings govern over contract drawings, and contract drawings over shop drawings. Specifications shall govern as to products, execution and workmanship, and drawings shall govern as to locations, dimensions, or quantities to be furnished. Further, in all cases where specifications, notes or details in two drawings conflict, the more restrictive requirement as to quantities, product, execution, workmanship, or performance shall be binding on CONTRACTOR, unless otherwise directed by OWNER.

3.7.3 After the Agreement date, CONTRACTOR shall be furnished with a maximum number of five (5) sets of Plans, Specifications and Addenda in addition to those CONTRACTORS purchased during the bid period. Additional Specifications or Drawings requested by CONTRACTOR will be provided in complete sets and at the expense of CONTRACTOR.

ARTICLE 4 - Availability of Lands; Physical Conditions Reference Points

4.1 AVAILABILITY OF LANDS:

4.1.1 OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, right-of-way, or easements entitles CONTRACTOR to an extension of the Contract Time, but without an increase in cost due to the extension, CONTRACTOR may make a claim therefore as provided in Article 12.

4.1.2 Any land and access thereto not furnished by OWNER that CONTRACTOR deems necessary for the Contract work, for temporary construction facilities, access and egress, or for storage of materials shall be provided by CONTRACTOR at no cost to OWNER. CONTRACTOR shall confine its apparatus and storage to such additional areas as may be provided at its expense. CONTRACTOR shall obtain permits and written approvals from the appropriate jurisdictional agency and property owner(s) for use of premises not furnished by OWNER as described above, and of all off-site areas which include off-site borrow pits, waste and disposal areas, such permits and approvals must specify treatment of said areas during and at the completion of construction. Copies of all permits and approvals shall be filed with the

ENGINEER before utilization of the areas.

4.2 PHYSICAL CONDITIONS-INVESTIGATIONS AND REPORTS:

4.2.1 Explorations and Reports: Reference is made to the Instructions to Bidders, for identification of those reports of investigations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for the CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures: Reference is made to the drawings for identification of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions: If CONTRACTOR believes that:

> 4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraph 4.2.1 and 4.2.2 is inaccurate, or
>
> 4.2.3.2 any physical conditions uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents, or not in conformity with soil reports and surveys.

CONTRACTOR shall promptly, and before such conditions are disturbed, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the contract documents. ENGINEER will promptly review those conditions and advise CONTRACTOR in writing if further investigation or tests are necessary. Promptly thereafter, ENGINEER shall obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions, provided OWNER has not exercised its right to terminate under Paragraph 15.4.

4.2.4 Possible Price and Time Adjustments: In each such case, an increase or decrease in Contract Price will be allowable to the extent that it is attributable to any such inaccuracy or difference. Further, in each such case, a) an extension of the Contract Time and the associated increase in Contract Price, will be allowed only to the extent that the interval of time required to proceed with the part of the Work plus the increase in the time required to perform the part of the Work affected, whether or not changed by the Change Order or the Work Directive Change, exceed the time allowance set forth in the Contract, plus the float time available in the Official Schedule, provided that CONTRACTOR takes all reasonable steps to

mitigate the schedule impact of the delays; b) A shortening of the Contract Time and the associated decrease in Contract Price, will be enforced only to the extent that the critical path of the Official Schedule is affected and the decrease in Contract Time will not result in a disproportionate reduction in float time in other portions of the Official Schedule. If OWNER and CONTRACTOR are unable to agree as to the amount or lengthening/reduction thereof, a claim may be made therefore as provided in Articles 11 and 12.

4.3 PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:

4.3.1 Shown, Indicated or Located: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in these General Conditions:

4.3.1.1 OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 CONTRACTOR shall have full responsibility a) for reviewing and checking all such information and data, b) for locating all water services, gas services, water mains, gas mains, cross drains, culverts, sewers, sewer laterals, electric conduits, etc., shown or indicated in the contract documents as to depth and alignment in advance of laying, c) for coordination of the work with the owner of such existing underground facilities during construction, d) for the safety and protection thereof, and for repairing any damage done thereto resulting from the work. The cost of and the time required to perform the responsibilities outlined in this paragraph will be considered as having been included in the Contract Price and in CONTRACTOR'S schedule for the performance of the Work within the prescribed time.

4.3.1.3 CONTRACTOR shall excavate and uncover all Underground Facilities to be crossed or paralleled by the proposed Work a sufficient time in advance of construction to permit change in line and grade of the existing Underground Facility or the proposed work if the location of the existing Underground Facility should interfere with the proposed Work.

4.3.1.4 Where it is necessary to install pipelines proposed under the Work close to or between other existing pipelines for short distances, CONTRACTOR shall shore, block, and protect the other lines to the satisfaction of the Utility Agency or Municipality having ownership or jurisdiction over said pipelines.

4.3.1.5 Whenever existing Underground Facilities are encountered which obstruct the line or grade of a proposed part of the work, CONTRACTOR shall promptly notify OWNER and ENGINEER in writing about the inaccuracy or difference. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the situation, and the Contract Documents will be amended or supplemented to the extent necessary. In each such a case, a Change Order (or Work Directive Change) will be issued in accordance with the Federal Contract Provisions, as amended, and/or Article 10 to reflect and document the consequences of the inaccuracy or difference, and an increase or decrease in the Contract Price will be allowed only to the extent that it is solely attributable to any such inaccuracy or difference.

4.3.1.6 In each such case, an extension in Contract Time, but without any increase in costs due to the extension, will be allowed only to the extent that the interval of time required to proceed with the part of the Work plus the increase in the time required to perform the part of the Work affected, whether or not changed by the Change Order or Work Directive Change, exceed the time allowance set forth in paragraph 4.3.1.7 plus the float time available in the Official Schedule, provided that CONTRACTOR takes all reasonable steps to mitigate the schedule impact of delays.

4.3.1.7 CONTRACTOR shall schedule excavation and uncovering work to begin in sufficient time in advance of construction to allow ENGINEER'S Review as described in paragraph 4.3.1.5, and OWNER'S issuance of a Work Directive Change or a Change Order as described in paragraph 4.3.1.5 and 4.3.1.6 in connection with a Report of obstructing existing Underground Facilities Shown or Indicated. Further, a reasonable interval of time, but not less than thirty days, will be allowed to ENGINEER and OWNER for those functions required to resolve the inaccuracy or difference.

4.3.1.8 Access to various municipal structures shall not be obstructed by CONTRACTOR to prohibit use of hydrants, valves, manholes, fire alarms, etc. CONTRACTOR is to make no connections to existing water mains or operate valves on existing mains or otherwise interfere with the operation of the existing water distribution system, without first given twenty-four (24) hours notice to the owners of such municipal structures and securing their approval of the proposed action.

4.3.2 Not Shown, Indicated or Located: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents or which was not located by a notified utility owner and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any work affected thereby (except in an emergency as permitted by paragraph 6.20), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.18.

4.3.2.1 Possible Document Change: If ENGINEER concludes that because of the newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued in accordance with Article 10 to reflect and document the consequences of the inaccuracy or difference, and provided that Owner has not exercised his right to terminate under paragraph 15.4.

4.3.2.2 Possible Price and Time Adjustments: In each such case, an increase or decrease in Contract Price will be allowed to the extent that it is attributable to any such inaccuracy or difference. Further, in each such case, a) an extension of the Contract Time and the associated increase in Contract Price, will be allowed only to the extent that the interval of time required to proceed with the part of the Work plus the increase in the time required to perform the part of the

Work affected, whether or not changed by the Change Order or the Work Directive Change, exceed the time allowance set forth in paragraph 4.3.2.3, plus the float time available in the Official Schedule, provided that CONTRACTOR takes all reasonable steps to mitigate the schedule impact of the delays. b) A shortening of the Contract Time and the associated decrease in Contract Price, will be enforced only to the extent that the critical path of the Official Schedule is affected and the decrease in Contract Time will not result in a disproportionate reduction in float in other portions of the Official Schedule. If OWNER and CONTRACTOR are unable to agree as to the amount or lengthening/reduction thereof, a claim may be made therefore as provided in Articles 11 and 12.

4.3.2.3 CONTRACTOR shall schedule excavation and uncovering work to begin in sufficient time in advance of construction to allow ENGINEER'S Review as described in paragraph 4.3.2, and OWNER'S issuance of a Work Directive Change or a Change Order as described in paragraph 4.3.2.2 in connection with a Report of an existing Underground Facility Not Shown or Indicated. Further, a reasonable interval of time, but not less than thirty days, will be allowed to ENGINEER and OWNER for those functions required to resolve the inaccuracy or difference.

4.4 REFERENCE POINTS: CONTRACTOR shall provide engineering surveys to establish reference points for construction which in CONTRACTOR'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - Bonds and Insurance

5.0 ST. JOHN THE BAPTIST PARISH GOVERNMENT, DEFINED.

For the purposes of this Article, the terms “St. John the Baptist Parish Government,” “SJBP,” and “OWNER” shall include, but may not be limited to, all of the following entities and persons: the St. John the Baptist Parish Government (a political subdivision of the State of Louisiana); the St. John the Baptist Parish Council (the governing body of St. John the Baptist Parish); their elected and appointed officials, all parish departments, districts, agencies, councils, boards, and commissions, officers, agents, servants, employees and volunteers; and the elected and appointed officials, departments, officers, agents, servants, employees and volunteers of those departments, districts, agencies, councils, boards, and commissions.

5.1 PERFORMANCE AND OTHER BONDS

5.1.1 Unless otherwise provided for in the Louisiana Public Bid Law, CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds when required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract

Documents and be executed by such Sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority.

Any bond prescribed by the contract documents shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the federal Register, or by a Louisiana domiciled insurance company currently possessing a rating of no less than A- in the latest printing of the A.M. Best's Key Rating Guide, to write individual bonds up to the percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed and approved to do business in the state of Louisiana.

For any public works project, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of ten percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus in the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

5.1.2 If the Surety on any Bond or any insurance company providing any insurance overages furnished by CONTRACTOR is declared bankrupt, becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Article, CONTRACTOR shall within five (5) days thereafter, substitute another Bond and Surety and/or insurance company, both of which shall be acceptable to OWNER. The OWNER reserves the right to mandate the cessation of all work on the Project until the receipt of evidence of acceptable replacement Bonds and/or insurance.

5.1.3 If, at any time during the Contract Period, the CONTRACTOR fails to provide satisfactory evidence of all Bond and insurance requirements or fails to take all corrective action required by the OWNER, the OWNER reserves the right to mandate the cessation of all work on the Project until receipt of acceptable evidence of Bonds and insurance and/or corrective action undertaken.

5.2 INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, the CONTRACTOR shall protect, defend, indemnify, save and hold harmless the OWNER from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way result from any actual or alleged act, omission, negligence, misconduct, or strict liability of CONTRACTOR, its agents,

its sub-contractors, partners, servants, officers, employees, volunteers, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the OWNER as a result of any such claims, demands, losses and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of OWNER. This indemnification does not apply to any strict liability of the St. John the Baptist Parish Government. The CONTRACTOR shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suit is groundless, false or fraudulent.

5.3 POLICIES AND CERTIFICATES

All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:

5.3.1 The Contractor/ Subcontractor's insurer will have no right of recovery or subrogation against the OWNER it being the intention of the parties that the insurance policies so affected shall protect both parties and shall be primary coverage for any and all losses covered by the below described insurance. Contractor’s insurers shall waive all rights against the Owner

5.3.2 The OWNER shall be named as an additional insured as respects to liability arising out of activities performed by or on behalf of the Contractor: products and completed operations of the Contractor, premises owned, occupied or used by Contractor. The Commercial General Liability Policy shall include ISO Forms CG 20 10 or its equivalent.

5.3.3 The insurance companies issuing the policy or policies shall have no recourse against the OWNER for payment of any premiums or for assessments under any form of policy.

5.3.4 Any and all deductibles and/or self insured retentions in the below described insurance policies shall be assumed and be for the account of, and shall be borne solely by the Contractor/Subcontractor and at his sole expense without any right of reimbursement from the OWNER, and shall not exceed $10,000 per policy.

5.4 INSURANCE

The Contractor/Subcontractor, prior to commencing work, shall provide at his own expense, proof to the OWNER of the following insurance coverages required by the contract. Insurance is to be placed with insurance companies authorized to do business and approved in the State of Louisiana with an A.M. Best's rating of no less than A-:VI. This requirement will be waived for workers’ compensation coverage only for those contractors whose workers’ compensation coverage is placed with companies who participate in the State of Louisiana Workers’ Compensation Assigned Risk Pool or the Louisiana Workers’ Compensation Corporation. Policies are to be on an Occurrence basis, Claims Made policies are not acceptable. Contractor shall provide an "All-Risk" Builder's Risk Insurance Policy covering all perils typically found and which shall include coverage for wind damage and flood.

5.4.1 All notices will name the Contractor/Subcontractor and identify the contract number. Insurance

coverage specified in the GENERAL CONDITIONS *(AIA Document A 201, 1987 Edition)* is to be provided by the Contractor with the following minimum limits:

5.4.1.1 Workers' Compensation-Statutory in compliance with the Compensation Law of the State of Louisiana. Employer's liability to be $1,000,000. Alternate Employer Endorsement in favor of OWNER; Waiver of Subrogation in favor of OWNER; and Thirty (30) days prior written notice of cancellation, non-renewal, and adverse material change to OWNER. The OWNER and the Contractor mutually agree that it is their intention to recognize the OWNER as the statutory employer of the contractor's employees (whether direct employees or statutory employees of the contractor) when any of the contractor's employees are doing work and/or providing service under this agreement.

5.4.1.2 Commercial General Liability Insurance with a combined single limit of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage. This insurance shall include products/completed operations, contractual liability, personal injury, and without written prior approval of the OWNER, the Commercial General Liability coverages shall not exclude any standardized coverage included in the basic form or limit any coverages for this project in any way that would prohibit or limit the reporting of any claim, suit and the subsequent defense and indemnity that would normally be provided by the policy. The Certificate of Insurance shall indicate which of the seven (7) coverage requirements below are not included in the policy, if any:

1. Premises - Operations;
2. Broad Form Contractual Liability;
3. Products and Completed Operations;
4. Use of Contractors and Subcontractors;
5. Personal Injury;
6. Broad Form Property Damage;
7. Explosion, Collapse, and Underground (XCU) Coverage

Note: On the certification of insurance, under the description of operations, the following wording is required: THE AGGREGATE LOSS LIMIT APPLIES TO EACH PROJECT, or a copy of ISO form CG2503 (Ed. 11-85) shall be submitted.

Waiver of Subrogation to cover both oral and written contracts in favor of the OWNER and Thirty (30) days notice of cancellation, non-renewal or material change. If unable to provide and grant 30 days notice of cancellation, this should be brought to the attention of the Risk Management Department for approval.

COMBINED SINGLE LIMIT (CSL)-AMOUNT OF INSURANCE REQUIRED

Type of Construction	Projects Up To $1,000,000	Projects Over $1,000,000

NEW BUILDING:
Each Occurrence/Minimum

Limit of	$ 500,000	$1,000,000
Aggregate (Applicable to this Contract ONLY)	$500,000	$1,000,000
RENOVATION:		
Each Occurrence/Minimum Limit of	$ 500,000*** (Depends on Bldg. Value)	$1,000,000*** (Depends on Bldg. Value)
Aggregate (Applicable to this Contract ONLY)	$500,000*** (Depends on Bldg. Value)	$1,000,000*** (Depends on Bldg. Value)

***While the minimum combined single limit of $500,000 is required for all renovations, the value of a building shall be multiplied by 10% and insurance requirements will be increased at $1,000,000 intervals and rounded to the nearest $1,000,000. Example: Renovation on $33,000,000 building would require $3,000,000 minimum combined single limit of coverage.

The Contractor shall continue to maintain in its name Commercial General Liability and, if necessary, Commercial Umbrella Liability insurance that shall be written on ISO Occurrence Form CG 00 01 or an approved alternative, with a limit of not less than $1,000,000 each occurrence/$2,000,000 general aggregate and shall, at minimum, cover liability arising from products/completed operations and liability assumed under an insured contract, for at least three (3) years following substantial completion of Work.

5.4.1.3 Business Automobile Liability Insurance with a combined single limit of $500,000 per occurrence for bodily injury and property damage. This insurance shall include for bodily injury and property damage the following coverages:

1. Any automobiles;
2. Owned automobiles;
3. Hired automobiles;
4. Non-owned automobiles.

5.4.1.4 An Umbrella Policy may be used to meet minimum requirements.

5.4.1.5 All property losses shall be made payable to and adjusted with OWNER.

5.4.1.6 All policies of insurance shall be approved by contracting OWNER prior to the inception of any work.

5.4.1.7 Other insurance required is as follows:

5.4.1.7.1 Owner's and Contractor's Protective Liability Insurance shall be furnished by the Contractor and shall name OWNER and the Architect or ENGINEER as Named Insured.

	Project Up To $1,000,000	Project Over $1,000,000
CSL - Each Occurrence	$ 500,000	$1,000,000
General Aggregate	$1,000,000	$2,000,000

Designated Project or Premises Form CG 25 11 or equivalent shall be a part of the Policy. This coverage shall be primary and non-contributory from any other insurance available to the OWNER, unless that insurance is provided by a different Contractor than the one on the declarations for the same operation and project location.

5.4.1.7.2 Except for those insurance policies which require a "per project" aggregate, all certificates of insurance for policies that contain an aggregate limit must be accompanied by a statement that the aggregate limit is not impaired, or, if the aggregate limit is impaired, to what extent. OWNER may require that any impaired aggregate(s) be replenished in its favor prior to commencement of work and/or during the progress of the work.

5.4.1.8 If, at any time any of the said policies shall be or become unsatisfactory to OWNER, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to OWNER, the Contractor/Subcontractor shall promptly obtain a new policy, submit the same to OWNER for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of OWNER, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or to maintain any required insurance shall not relieve the Contractor/Subcontractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with obligations of the Contractor/Subcontractor concerning indemnification.

5.4.2 Thirty (30) days prior notice of cancellation shall be given to OWNER by registered mail, return receipt requested, on all of the required coverage provided to OWNER in the event of cancellation, non-renewal and/or any changes by insurers with regard to limits, terms or conditions (material changes). All notices will name the Contractor/Subcontractor and identify the contract number.

5.5 INFORMATION TO BIDDERS

RISKS AND INDEMNIFICATIONS ASSUMED BY THE CONTRACTOR. Neither the acceptance the completed work nor payment therefore shall release the Contractor/Subcontractor from his obligations

from the insurance requirements or indemnification agreement.

5.5.1 Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" section of the contract specifications.

5.5.1.1 The contractor will acquire builders risk coverage for the full value of the project, or in the case of a renovation, for the full value of the renovation which provides all risk coverage for direct physical loss or damage to buildings/contents or structures during the course of construction. This coverage shall not have a deductible higher than a $5,000 per occurrence. The deductible is the responsibility of the contractor, and should be taken into consideration when determining contract price.

5.5.2 If any of the insurance requirements are not complied with at their renewal dates, payments to the Contractor/Subcontractor will be withheld until those requirements have been met, or at the option of OWNER, OWNER may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor. However, under no circumstances shall OWNER be responsible for the payment or provision of fees to any Broker, Wholesaler, Agent or Producer involved in the placement or renewal of the policy(ies) in question.

5.5.2.1 The contractor shall purchase and maintain boiler and machinery insurance or additional property insurance as may be required by Laws and Regulations which will include the interest of OWNER, Contractor, Subcontractor, Architect and Architect’s Consultants (or ENGINEER and Engineer's Consultants) in the work all of whom shall be listed as insured or additional insured parties.

5.5.3 All policies and certificates of insurance SHALL BE APPROVED BY OWNER PRIOR TO THE INITIATION OF ANY WORK. If OWNER has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the work on the basis of non-conformance with the Contract Documents, OWNER shall notify the Contractor in writing within fifteen (15) days after receipt of the certificates. The Contractor shall provide a written response to OWNER with objections within ten (10) days from the date of the letter request.

5.5.4 Other coverage may be required by OWNER based on specific needs. If such other coverage is required for this contact, that coverage will be described in the "Special Conditions" of the contract specifications.

5.5.6 Contractors Pollution coverage with minimum limits of $1,000,000.00 naming OWNER as an Additional Insured due to the nature of work being performed.

5.5.7 SUBCONTRACTORS - Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein for the Contractor.

5.5.8 CERTIFICATE OF INSURANCE AND INDEMNIFICATION AGREEMENT - Contractor shall furnish OWNER with certificates of insurance effecting coverage required. The certificates for

each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. THESE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY OWNER BEFORE WORK COMMENCES, AND THEREAFTER UPON RENEWAL OR REPLACEMENT OF EACH REQUIRED COVERAGE. OWNER reserves the right to require complete, certified copies of all required insurance policies at any time and upon request.

5.5.9 INSURANCE REQUIREMENTS FOR CONTRACTORS - Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the bid.

5.6 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

5.6.1 COVERAGE:

5.6.1.1 Insurance Services Office Commercial General Liability coverage ("occurrence form CG 00 01"). "Claims Made" form is unacceptable. The "occurrence form" shall not have "sunset clause".

5.6.1.2 Insurance Services Office form number CA0001 covering Automobile Liability. The policy shall provide coverage for any auto or owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

5.6.1.3 Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

5.6.2 MINIMUM LIMITS OF INSURANCE: Contractor shall maintain limits no less than:

5.6.2.1 Commercial General Liability: Minimum $500,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).

5.6.2.2 Automobile Liability: $500,000 combined single limit per accident, for bodily injury and property damage.

5.6.2.3 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana (Statutory Benefits). Employers Liability limit is to be $1,000,000.

5.6.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS - Any deductibles or self-insured retentions must be declared to and approved by OWNER. At the option of the OWNER either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects

OWNER; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5.6.4 OTHER INSURANCE PROVISIONS: The policies are to contain, or be endorsed to contain, the following provisions:

5.6.4.1 General Liability and Automobile Liability Coverages

a) OWNER is to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to OWNER. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of OWNER.

b) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to OWNER.

c) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.6.4.2 Workers' compensation and Employer's Liability Coverage - The insurer shall agree to waive all rights of subrogation against OWNER for losses arising from work performed by the Contractor for OWNER.

5.6.4.3 All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, non-renewed, voided, canceled thirty (30) days prior written notice by certified mail, return receipt requested to OWNER.

5.6.5 ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers with A.M. BEST'S RATING OF NO LESS THAN A-:VI. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Corporation Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

5.7 PARTIAL UTILIZATION - PROPERTY INSURANCE

If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or allowed to lapse on account of any such partial use of occupancy.

5.8 PRIMARY COVERAGE

OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.4.1.2, 5.5.1.1, and 5.5.2.1 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer shall have no rights of recovery against any of the parties named as insured or additional insured, and if the insurers require separate waiver forms to be signed by ENGINEER, engineer's consultant or subcontractor, CONTRACTOR will obtain the same.

ARTICLE 6 - Contractor's Responsibilities

6.1 SUPERVISION: CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 CONTRACTOR'S SUPERINTENDENT:

6.2.1 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR. If OWNER, at any time objects to the superintendent, CONTRACTOR shall provide a replacement superintendent at no increase in Contract Price or Contract Time.

6.2.2 The Superintendent shall, as a minimum, be required to be present at a monthly meeting of the Owner in order to address any applicable questions which may arise during construction of the project and to submit request for consideration and approval of any and all applications for payment. It shall be the Contractor's responsibility to ascertain and verify the time, date and location of said meeting. In the event the Superintendent fails to attend the said meeting, Owner may at his option refrain from approving any outstanding applications for payment until the requirements of this provision are fully complied with.

6.3 WORK HOURS: CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site.

6.3.1 Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work under the project site shall be performed during normal working hours, and CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday, legal holidays observed by the OWNER, or December 25th through January 1st of each year, without OWNER'S written consent given after prior written notice to ENGINEER.

6.3.2 Normal working hours shall be defined as CONTRACTOR'S normal eight-hour working period occurring between the hours set forth at the pre-construction conference, or if none are set forth, beginning at 7:00 a.m. and ending at 5:00 p.m., exclusive of Saturdays, Sundays, or legal holidays. Work during other than normal working hours may be scheduled as a regular procedure by CONTRACTOR if he first obtains written permission from OWNER. OWNER shall be entitled to recover costs for overtime inspection related to work done during other than normal working hours.

6.3.3 If CONTRACTOR, after reviewing the Contract Documents, and for his convenience and at no increase in Contract Price, feels that scheduled work during other than normal work hours will be required to complete the work within the Contract Time, CONTRACTOR shall submit a proposed schedule for said work with the construction schedule as described in Paragraph 2.6 of the General Conditions. This schedule will be reviewed for acceptance by OWNER and discussed at the pre-construction conference as described in Paragraph 2.8 of the General Conditions. If the schedule is accepted by OWNER, OWNER will not seek to recover costs for overtime inspection. OWNER'S approval of CONTRACTOR'S schedule will not be considered a basis for a change in the Contract Price. Changes in Contract Price will be resolved in accordance with Article 11 of the General Conditions.

6.3.4 If at any time subsequent to the submission of the construction schedule, an event within the control of CONTRACTOR occurs which, in the opinion of CONTRACTOR, requires him to request approval to schedule Work during other than normal working hours, for his convenience and at no increase in Contract Price, he shall submit at least three (3) working days in advance of overtime period proposed a revised schedule to ENGINEER. If OWNER accepts the schedule, CONTRACTOR will be notified in writing.

6.3.5 If the work performed during other than normal working hours is not scheduled in accordance with the procedures described above, or if CONTRACTOR'S schedule is not accepted by OWNER, OWNER will invoice CONTRACTOR for the costs of overtime inspection which will include but may not be limited to costs for engineering, resident project representatives, administrative expenses and other related costs. In the event CONTRACTOR fails to pay such costs within 30 days after receipt of an invoice from OWNER, the unpaid amount will be deducted from CONTRACTOR'S pay estimates and charged to the Contract.

6.3.6 CONTRACTOR shall light the parts of the work performed during other than normal working hours as required to comply with the Municipality or Agency with jurisdiction.

6.4 MATERIALS, EQUIPMENT AND LABOR: CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5 MATERIALS AND EQUIPMENT:

6.5.1 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied,

installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of subparagraphs 9.13.3 or 9.13.4.

6.5.1.1 Manufacturer's warranty for all material, products and equipment to be furnished by the CONTRACTOR and to be incorporated into the completed work shall be furnished to the OWNER through the CONTRACTOR.

6.5.1.2 The manufacturer of all materials, products and equipment shall furnish complete information as to any special conditions, or restriction to be applied in the use of these items. Should the manner or method of installation, specified performance or test results as set forth in these specifications be contrary to the manufacturer's recommendations for use of the product, the manufacturer shall at once notify the CONTRACTOR who shall forward same to the ENGINEER for appropriate action. Lack of such notification shall be certification by the CONTRACTOR that specification requirements will be met by the material, products and equipment under project conditions.

6.5.1.3 Data submitted on all equipment shall include complete maintenance instructions and parts lists in sufficient detail to facilitate ordering replacements.

6.5.2 Any equipment proposed for installation by the CONTRACTOR shall meet the intent and provisions of the specifications. All equipment shall be equal in performance to that specified. Performance shall mean equal in quality of construction and materials, efficiency, ease of maintenance, reliability and ability to meet the design parameters on which the specifications are based. Service over the life of the equipment is another factor on which the specification is based and the CONTRACTOR shall provide a written assurance that local service and a manufacturers' representative are currently available to provide service.

6.5.3 It shall be the responsibility of the CONTRACTOR to make certain that any equipment included in his bid meets the above- listed requirements. The CONTRACTOR shall submit to the ENGINEER a list of similar installations by the manufacturer of all major items of equipment to enable ENGINEER to determine their compliance with these drawings and specifications in regard to performance, design, arrangement and capacity. ENGINEER's out-of- pocket expenses to investigate and inspect similar installations of major items of equipment shall be paid by the CONTRACTOR.

6.6 ADJUSTING PROGRESS SCHEDULE: CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.6.1) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.7 SUBSTITUTES OR "OR-EQUAL" ITEMS:

6.7.1 CONTRACTOR is to furnish only material and equipment named or specified in the Contract Documents except where the Contract specifically allows for substitutions after the Contract award. Provisions to submit proposals for substitute and "Or Equal" materials and equipment before Bid opening

are included in the Instructions to Bidders.

6.7.2 If an item of material or equipment named or specified in the Contract Documents is unavailable after Contract award, CONTRACTOR shall provide prompt written notice to the ENGINEER, and with such notice propose a substitute item with sufficient data to allow ENGINEER's review to determine if the proposed substitute has the essential characteristics of the item named or specified and desired. Any such request for substitution shall be made in sufficient time (including time for ENGINEER's review of the request, OWNER's issuance of a Change Order or Work Directive Change, shop drawing submittal and review, fabrication and delivery of the item, etc.) in advance of the scheduled time for installation of the item to avoid delay to the work. Any cost savings resulting from such substitution shall be credited to the OWNER in a Change Order. Any increased costs resulting from the substitution shall be borne by the CONTRACTOR and the unavailability of the item shall not entitle the CONTRACTOR to an extension of Contract time, unless CONTRACTOR can establish that due to no fault of CONTRACTOR, CONTRACTOR's subcontractors or Suppliers, it was not possible to determine availability of the item before the Contract was awarded.

6.7.3 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER.

6.7.4 ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing.

6.8 <u>CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS</u>:

6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection as to their responsibility. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2 A Subcontractor or other person or organization identified in CONTRACTOR'S Bid and not objected to in writing by OWNER prior to the execution of the Agreement will be deemed acceptable to OWNER. All other Subcontractors shall be deemed to have been accepted if OWNER does not deliver a written objection thereto within 45 days after CONTRACTOR'S written identification of such Subcontractors. However, if, in accordance with the Louisiana Public Bid Law, OWNER has reasonable objection as to the responsibility of any Subcontractor whether identified in the Bid or subsequently, CONTRACTOR shall submit an acceptable substitute without entitlement to any change in the Contract Price. After acceptance by OWNER of any particular Subcontractor, CONTRACTOR shall make no substitution without written approval of OWNER. No acceptance by OWNER of any such Subcontractor,

supplier, or other person or organization shall constitute a waiver of any right of OWNER to reject defective work.

6.9 RESPONSIBILITY OF CONTRACTOR FOR SUBCONTRACTORS AND SUPPLIERS:

6.9.1 CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.9.2 The CONTRACTOR shall coordinate the Work of Subcontractors to avoid conflicts and to assure clearances. Shop drawings of various trades shall be compared by CONTRACTOR before submittal to the ENGINEER for approval, to ascertain that the installation proposed does not conflict with the structured support or space requirement. The CONTRACTOR shall have full responsibility for satisfactory coordination and completion of all subcontract items.

6.9.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade. The Divisions of the Specifications are complementary, and anything mentioned or shown in a Division of the Specifications or in a Specific Trade Drawing shall be of like effect as if shown in all Divisions of the Specifications and in all Drawings.

6.9.4 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.8. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.4.1.2 and 5.5.2.1.

6.10 PATENT FEES AND ROYALTIES: CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and any one directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.11 PERMITS: Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses including appropriate NPDES/LPDES permits. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement, CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

6.12 LAWS AND REGULATIONS:

6.12.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work including appropriate NPDES/LDPES regulations. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

6.12.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

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

6.14 USE OF PREMISES: CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or by law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

6.15 CLEANING PREMISES: During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the work CONTRACTOR shall remove all waste materials, rubbish and debris from and

about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.16 LOADING STRUCTURES: CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.17 RECORD DOCUMENTS: CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during the construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

6.18 SAFETY AND PROTECTION: CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.18.1 All employees on the Work and other persons and organizations who may be affected thereby;

6.18.2 All the Work and materials and equipment to be incorporated whether in storage on or off the site.

6.18.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.18.2 or 6.18.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by 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 CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.19 SAFETY REPRESENTATIVE: CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

6.20 EMERGENCIES: In emergencies affecting the safety or protection of persons, the Work, or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

6.21 SHOP DRAWINGS: After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), five copies of all Shop Drawings, unless otherwise indicated in the Supplemental Conditions, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specific performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.22 SAMPLES: CONTRACTOR shall also submit to ENGINEER for review and acceptance with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.23 SHOP DRAWINGS AND SAMPLES SUBMISSION REQUIREMENTS:

6.23.1 Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.23.2 At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and acceptance of each such variation.

6.24 ENGINEER's REVIEW OF SHOP DRAWINGS AND SAMPLES:

6.24.1 ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means,

methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.24.2 After his first review and comments on the Shop Drawings and samples the ENGINEER will either give his approval in accordance with the provisions of paragraphs 6.24.1, or request changes and corrections as noted. The CONTRACTOR shall then make changes and corrections noted and return them to the ENGINEER. If the Shop Drawings and samples are then acceptable, the ENGINEER will return them to the CONTRACTOR, as approved. However, if further revisions are required, ENGINEER'S cost and expenses of further review shall be paid by the CONTRACTOR.

6.24.3 ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to such variation at the time of submission as required by paragraph 6.23.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.23.1 and 6.23.2.

6.24.4 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

6.25 CONTINUING THE WORK: CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with OWNER. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

6.26 INDEMNIFICATION:

6.26.1 To the fullest extent permitted by law, the CONTRACTOR shall protect, defend, indemnify, save and hold harmless the OWNER, including all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of CONTRACTOR, its agents, its sub-contractors, partners, servants, officers employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the OWNER, all Parish Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions,

their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands and/or causes of action except those arising out of the.... sole .....negligence of the OWNER, all Parish Departments, its elected and appointed officials, Districts, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers. The CONTRACTOR shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suite is groundless, false or fraudulent.

6.26.2 In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph 6.26 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.26.3 The obligations of CONTRACTOR under this paragraph 6.26 shall not extend to the liability of ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

6.27 PROJECT MEETINGS: CONTRACTOR, along with appropriate Subcontractors, shall attend project meetings requested by OWNER for the purpose of discussing and resolving matters concerning the various elements of the work.

6.28 CONTRACTOR shall perform all work under this Agreement as an independent contractor and shall not be considered as an agent, employee, or servant of OWNER, nor shall CONTRACTOR'S subcontractors, employee's agents or servants, be considered to be agents, employees, or servants of OWNER.

6.29 QUALITY CONTROL:

6.29.1 CONTRACTOR shall establish a quality control system, narrative in style, to perform sufficient supervision, inspection and testing of all items of work including that of his Subcontractors to insure conformance to applicable Specifications and Drawings with respect to the material, workmanship, construction, finish, functional performance and identification. CONTRACTOR'S quality control system will specifically include the surveillance of the tests required in the technical provisions of the Specifications. A person shall be placed in charge of the CONTRACTOR'S quality control system and that person shall be other than the CONTRACTOR'S superintendent.

6.29.2 CONTRACTOR'S quality control will specifically include the checking, approval and coordination of all Shop Drawings, the ascertaining of the compliance of all items with specification requirements and the tests required in the technical provisions of the specifications, a procedure for preparing non-conformance reports, and completing a Daily Quality Control Report.

6.29.3 CONTRACTOR has the sole responsibility for compliance of the construction with the requirements of the Drawings and Specifications and the quality control system shall be such that this compliance is assured.

6.29.4 The quality control person shall, in the presence of the OWNER'S or ENGINEER'S Project Representative, check all contractor established elevations, the location of all underground pipelines and electrical conduits before covering begins, all reinforcing steel before pouring concrete, and any other item which cannot be located and inspected when work is complete. Data obtained shall be recorded by the quality control person on the record documents.

6.29.5 Within ten days after the date of the Agreement, CONTRACTOR shall furnish ENGINEER a quality control plan which shall include the name and experience record of the person in charge, procedures, instructions and reports to be used.

6.29.6 The form of Quality Control Daily Report is shown in Exhibit "A". This form shall be completed by the CONTRACTOR and each sub-contractor. This daily report shall include complete information as to personnel and equipment being utilized on the project along with a summary of work activities, (i.e., footage of various pipe laid, piles driven, equipment installed etc.) for each days work. These daily reports shall be included with CONTRACTOR'S monthly application for payment. The application for payment will be considered incomplete and will not be processed without inclusion of the Quality Control Daily Reports.

ARTICLE 7 - Other Work

7.1 RELATED WORK AT SITE: OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work.

7.2 ACCESS TO THE SITE: CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected.

7.3 ACCEPTANCE OF THE WORK OF OTHERS: If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other CONTRACTOR or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure so to report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

7.4 COORDINATION:

7.4.1 Whenever Work to be performed by CONTRACTOR is dependent upon the work of other parties, CONTRACTOR shall coordinate that Work with the dependent work to the same extent that CONTRACTOR is required to coordinate dependent Subcontractor Work. Installation of Work by CONTRACTOR, directly or through a Subcontractor, in any given area, shall constitute acceptance by CONTRACTOR (including the Subcontractor) of all previously placed dependent work.

7.4.2 If OWNER contracts with other parties for other work, ENGINEER will have the authority and responsibility for coordinating activities of CONTRACTOR and those parties, unless another person or organization with specific authority and responsibility for coordination of the CONTRACTOR and those other parties is expressly designated in the Supplementary Conditions or at the pre-construction conference.

7.4.3 If OWNER contracts with other parties for other work, CONTRACTOR shall be responsible for cooperating with ENGINEER fully in the coordination of CONTRACTOR's Submittals with dependent Submittals of those other parties whose work in any way relates or depends upon the Work, or visa versa. When submitted to ENGINEER any such coordinated Submittal of CONTRACTOR shall identify by specific notation, within or attached to that Submittal, each and every item of interface with the other work.

7.5 MUTUAL DUTIES AND RESPONSIBILITIES:

7.5.1 If CONTRACTOR causes damage to the work or property of others, or if a claim arising out of CONTRACTOR's execution of Work is made by another party against CONTRACTOR, OWNER, or ENGINEER, CONTRACTOR shall promptly attempt to settle with that party by agreement or otherwise resolve the claim. CONTRACTOR shall defend, indemnify and hold harmless OWNER, ENGINEER and others as provided in paragraph 5.2, from and against all claims arising out of or resulting from damage by CONTRACTOR to the work or property of others or from CONTRACTOR's execution of the Work.

7.5.2 If another party causes damage to Work or property of CONTRACTOR, or if the performance of other work results in any claim by CONTRACTOR, CONTRACTOR shall promptly attempt to settle with that party by agreement or otherwise resolve the claim. CONTRACTOR shall not begin any action against OWNER or ENGINEER, their consultants, agents or any of their directors, officers, shareholders, agents or employees, or others indemnified as provided in paragraph 5.0, or permit any action against them to be maintained in CONTRACTOR's name or for CONTRACTOR's benefit before any court or tribunal, which action seeks to impose any liability or recover any damages from OWNER or ENGINEER for such claim.

7.5.3 Except as excluded in paragraph 7.5.4, if any party performing other work causes suspension of Work resulting in unreasonable delay under the circumstances, and if, upon a request from CONTRACTOR, OWNER concludes that any such delay requires a change in Contract Price or Contract Time, OWNER shall, pursuant to Articles 10 through 12, authorize such a change in Contract Price or Contract Time, or both.

7.5.4 If a party performing other work is granted an extension in a contract time only (based on unreasonable delay under circumstances not caused in whole or in part by acts or omissions of that party,

OWNER, ENGINEER or OWNER's representative on that other work), and if, upon a request from CONTRACTOR, OWNER concludes that the extension granted to the other work requires a change in a coterminous Contract Time in the Contract Documents, OWNER shall authorize the necessary change in Contract Time only.

7.6 CONTRACTOR'S RESPONSIBILITY FOR OWNER COSTS: If CONTRACTOR becomes involved in settling or otherwise resolving claims with other persons performing other work arising out of events covered under paragraphs 7.5.1 or 7.5.2, or because of any other similar controversy, including damage to the Work or other work or a dispute about responsibility for clean-up or any other issue, neither OWNER, ENGINEER, nor any of their consultants, agents nor any of their directors, officers, stockholders nor employees will be involved in any way in such actions (except if subpoenaed). If OWNER incurs costs contrary to the provisions of this Article, CONTRACTOR shall reimburse those costs to the OWNER.

ARTICLE 8 - Owner's Responsibilities

8.1 Written communications from OWNER to CONTRACTOR will generally be issued through ENGINEER. If the need arises to issue written communication directly, a copy will be issued concurrently to ENGINEER. Written communications from CONTRACTOR to OWNER shall be issued to ENGINEER (and include two (2) copies for OWNER); from Subcontractor or Suppliers shall be issued through CONTRACTOR.

8.2 In case of termination of the employment of ENGINEER, OWNER shall appoint another ENGINEER whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to the provisions of Article 16.

8.3 OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4 OWNER'S duties in respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5 OWNER is obligated to execute Change Orders, either unilateral or negotiated, in OWNER's sole discretion, covering necessary changes in the work.

8.6 OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7 In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9 - Engineer's Status during Construction

9.1 OWNER'S REPRESENTATIVE: The OWNER will provide an OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER.

9.2 VISITS TO SITE: In addition to the OWNER's representative, ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Neither the OWNER's representative nor the ENGINEER will be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

9.3 PROJECT REPRESENTATION: OWNER may furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work.

9.4 CLARIFICATIONS AND INTERPRETATIONS: ENGINEER will issue with reasonable promptness such written clarification of interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12 of the General Conditions.

9.5 AUTHORIZED VARIATIONS IN WORK:

9.5.1 ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 or 12.

9.5.2 ENGINEER shall prepare change orders at OWNER'S request, and when required by the contract documents, ENGINEER shall set the price and/or time adjustments he deems reasonable.

9.6 REJECTING DEFECTIVE WORK: ENGINEER, based on its observations, reports of resident engineer(s) and/or reports of Resident Project Representative(s) will have authority to disapprove or reject Work at any time during the construction of the Work, which does not conform to the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the work as provided in Paragraph 13.9, whether or not the Work is fabricated, installed, or completed. When CONTRACTOR has been notified by ENGINEER of disapproval or rejection of non-conforming Work,

CONTRACTOR shall take immediate action to correct same.

9.7 SHOP DRAWINGS: In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 6.21 through 6.25, inclusive.

9.8 CHANGE ORDERS: In connection with ENGINEER'S responsibilities for Change Orders, see Articles 10, 11 and 12.

9.9 PAYMENTS: In connection with ENGINEER'S responsibilities in respect of Applications for Payment, etc., see Article 14.

9.10 DETERMINATIONS FOR UNIT PRICES: ENGINEER will determine the actual quantities and classifications of unit price work performed by CONTRACTOR. Engineer will review with CONTRACTOR ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application of Payment or otherwise). ENGINEER's written decision will be final and binding on CONTRACTOR, unless within ten days after the date of any such decision, CONTRACTOR delivers to the ENGINEER and OWNER written notice of intention to appeal the ENGINEER's decision.

9.11 DECISIONS ON DISPUTES: ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days of after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12 When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraph 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

9.13 LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:

9.13.1 Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of

them.

9.13.2 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13.3 or 9.13.4.

9.13.3 ENGINEER will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

9.13.4 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10 - Changes in the Work

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Change Order, Field Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.1 CHANGE ORDERS: Change orders may be issued by OWNER in one of the following manners:

10.1.1 Bilateral change order: Type of order issued to CONTRACTOR when OWNER and CONTRACTOR have agreed on the price and time adjustment made necessary by the particular change order.

10.1.2 Unilateral change order: Type of order issued to CONTRACTOR when OWNER and CONTRACTOR cannot agree on the price and/or time adjustment necessitated by the particular change order, within the scope of the project. The OWNER will issue the unilateral change order setting forth such price and/or time adjustments that ENGINEER shall deem reasonable. Any dispute in connection with the issuance of a unilateral change order shall be subject to the provisions of paragraph 9.11 and Article 16.

10.2 CHANGE ORDER CLAIM: If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change or Change Order, a claim may be made therefore as provided in Article 11 or Article 12.

10.3 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.20 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4 OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

10.4.1 Changes in the Work which are ordered by OWNER pursuant to Article 10, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14 or are agreed to by the parties;

10.4.2 Changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3 Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.25.

10.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10.6 WRITTEN PROPOSALS: At any time ENGINEER may request a quotation from CONTRACTOR for a proposed change in the Work. Within 15 calendar days after receipt of a Notice of a Proposed Change, unless otherwise indicated in the Notice, CONTRACTOR shall submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time corresponding to the proposed change. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with the requirements of Articles 11 and 12 and in sufficient detail to reasonably permit an analysis by ENGINEER of all material, labor, equipment, subcontract, and overhead costs and fees and shall cover all aspects of the work involved in the change, whether such was deleted, added, changed, or impacted. Any amount claimed for subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit an analysis of impact. Notwithstanding the request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed quotation will not constitute a basis for an increase in contract time.

10.7 FIELD ORDER: ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order or in the approval of a shop drawing or sample, and shall be binding on CONTRACTOR. CONTRACTOR shall proceed with the performance of the changes in the Work so authorized by ENGINEER unless CONTRACTOR believes that such Field Order or approved shop drawing or sample entitles him to a change in the Contract Price or Time, or both, in which case CONTRACTOR shall give ENGINEER a written Notice of a Proposed Change thereof along with supporting documentation within 3 days of receipt of the Field Order or the approved shop drawing

or sample and prior to commencing work. CONTRACTOR shall document the basis for the change in Contract Price or Time in accordance with paragraph 10.6 and the requirements of Article 11 and Article 12. Request for a Change Order to adjust Contract Price or Time arising out of a Field Order or an approved shop drawing will not be considered without the attachment thereto of a copy of the referenced Field Order or approved shop drawing. No claim by CONTRACTOR will be allowed if The Notice of a Proposed Change is submitted after Work on the Field Order or the approved shop drawing or sample has commenced, or after Final Payment under this Agreement.

10.8 CONTRACTOR'S ACCEPTANCE OF A CHANGE ORDER: The increase or decrease in Contract Price or Contract Time, or both stated in a Change Order signed by CONTRACTOR shall unequivocally comprise the total price and/or time adjustment due or owed for the Work or changes defined in the Change Order. By executing a Change Order, CONTRACTOR acknowledges and agrees that the stipulated increases or decreases in Contract Price and/or time represent full compensation for all increases or decreases in the cost of or the time required to perform the entire Work under the contract arising directly or indirectly from the change, including the costs and delays associated with the interruption of schedules, extended overheads, delay, loss of momentum, acceleration to overcome delays and loss of momentum, and cumulative impacts or ripple effect on all other non-affected work under this contract. Such signing of a Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price or time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change, subject to the current scope of the Work as set forth in the Contract Documents. Acceptance of this waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR will waive all rights to file a claim on the Change Order after it is properly executed by OWNER and CONTRACTOR

10.9 If upon the review of any proposal or claim submitted by CONTRACTOR, ENGINEER or OWNER determines that an adjustment or that no adjustment in Contract Price or Contract Time is justified under the Contract documents, that determination shall be final and binding on CONTRACTOR unless CONTRACTOR files a subsequent written notice of claim in the form of a Notice of Proposed Change in accordance with Articles 11 and 12, referencing the disputed determination, and CONTRACTOR furnishes any additional supporting data requested by ENGINEER or OWNER.

ARTICLE 11 - Change of Contract Price

11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order CONTRACTOR shall notify ENGINEER by means of a Written Notice of a Proposed Change within fifteen days, or earlier if so required elsewhere in the Contract Documents, of the occurrence of an event which CONTRACTOR believes entitles him to a change in the Contact Price. Supporting data shall be delivered within fifteen days of such notice or within thirty days of such occurrence, whichever is later, unless OWNER allows an additional period of time to ascertain accurate cost data. CONTRACTOR must prove that additional costs were necessarily incurred which meet the criteria set forth in Paragraph 10.4, despite CONTRACTOR'S reasonable, prudent, and diligent efforts to prevent such costs. Failure of CONTRACTOR to comply with the time requirements for written Notice of a Proposed Change or for submittal of supporting data shall be

considered to be a waiver by CONTRACTOR of any claim for an addition to the Contract Price.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 LUMP SUM PRICES INCLUDED IN THE CONTRACT: Where the Work involved is covered by lump sum prices included in the Proposal Documents, Schedule of Contract Items and Unit Price; the Contract Price shall be adjusted by the lump sum prices.

11.3.2 UNIT PRICES INCLUDED IN THE CONTRACT: Where the Work involved is covered by unit prices included in the Proposal Documents, Schedule of Contract Items and Unit Price, and the actual quantities required differ from that shown on the Proposal Documents, or those indicated in the Contract Documents, the Contract Price shall be adjusted by application of unit prices to the actual quantities of the items involved.

11.3.3 NEGOTIATED UNIT PRICES: If the Work involved is not covered by unit prices contained in the Contract Documents, unit prices may be negotiated on the basis of costs estimated in accordance with this Article 11.

11.3.4 NEGOTIATED LUMP SUM: If the Contract Price is adjusted on the basis of an agreed to Lump Sum, and the costs are estimated in accordance with this Article 11.

11.3.5 COST OF THE WORK: If OWNER and CONTRACTOR cannot agree that any of the methods described in 11.3.1, 11.3.2, 11.3.3 or 11.3.4 above are appropriate for the proposed work, OWNER may direct CONTRACTOR to proceed on the basis of actual costs in accordance with Article 11.

11.3.6 UNILATERAL CHANGE ORDER: If OWNER and CONTRACTOR cannot agree on the price and/or time adjustment necessitated by the particular proposed change order, the OWNER may issue a unilateral change order setting forth such price and/or time adjustments that ENGINEER shall deem reasonable.

11.4 COST OF THE WORK: The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 The Cost of the Work involved includes payroll costs for CONTRACTOR's craft labor, including foremen, assigned to the site and engaged in furnishing and incorporating materials or equipment in the Work involved. Labor work hours shall not exceed current "Means open Shop Building Construction Cost data" applicable to the work involved. Payroll costs shall include wages and may include those labor burdens expressly certified in advance by a duly authorized financial representative of CONTRACTOR and so approved by OWNER, Examples of labor burdens include social security, unemployment taxes, worker's compensation, health and retirement benefits, vacation and holiday pay. When determining actual payroll costs under paragraph 11.3.5: (a) contemporaneously, daily time sheets certified by CONTRACTOR and verified by ENGINEER along with certified payroll records shall be valid records; (b) after-the-fact daily time sheets shall be valid only if they expressly correlate to the Work involved, and

if recorded at that time and used for payroll.

11.4.2 The Cost of the Work involved includes payments by CONTRACTOR to Suppliers for material and equipment used in the Work involved, including transportation, storage and necessary Suppliers' field services. All trade discounts, rebates and refunds and all returns from sale of surplus items shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained. If required by OWNER, CONTRACTOR shall obtain bids for designated materials or equipment and nominate at least two (2) Suppliers for selection by OWNER. When determining actual Supplier costs, invoices segregating items associated with the Work involved shall be the record upon which to base actual costs.

11.4.3 The Cost of the work involved includes payments made by the CONTRACTOR to Subcontractor for the Work involved performed by the Subcontractor. The methods for calculating Subcontractors' costs shall be the same as for CONTRACTOR costs, except that the term Subcontractor shall replace the term "CONTRACTOR", context permitting. If OWNER requires, CONTRACTOR shall obtain detailed competitive sub-bids and nominate at least two (2) Subcontractors for the performance of any work involved for selection by OWNER.

11.4.3.1 All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Construction Equipment Costs: The Cost of the work involved includes costs for individual construction equipment with replacement value in excess of $1,000,000. Transportation, loading and unloading, installation, dismantling and removal costs shall be allowed only if prior consent is obtained from ENGINEER, and if equipment is, or was, transported to the site solely for the Work involved. Shipping costs will be allowed if the equipment requires the use of a carrier, and provided the travel distance does not exceed that for equipment in St. John the Baptist Parish. When multiple attachments are used, only the highest cost attachment shall be recoverable. Equipment costs shall cease when the equipment is no longer needed for the Work involved. Payroll costs for labor operating the equipment are as specified in paragraph 11.4.1. Equipment costs shall be computed using the same accounting and estimating rules and prices, whether related to added or deleted Work.

11.4.4.1 When determining actual construction equipment costs under paragraph 11.3.5: (a) contemporaneously, daily logs of the equipment, operators and actual usage, verified by ENGINEER, shall be the valid records; (b) after-the-fact, such daily records shall be valid only if developed when the Work involved was performed and used for accounting purposes.

11.4.4.2 Rented or owned equipment at the site, idled solely by actions of OWNER or ENGINEER, shall be paid at the rates for rented equipment, or based on fifty percent (50%) of the rates for owned equipment, respectively, provided that the idle period exceeds that normally experienced for such equipment and occurs during normal working hours.

11.4.4.3 Rented or Leased Construction Equipment: Construction equipment rented or leased from third parties shall be priced using either the specific rates negotiated between OWNER and CONTRACTOR (based on the actual rental or lease agreements), or in the event that no agreement is reached, using those rates listed in the Rental Rate "Blue Book" published by Dataquest, Inc. for the region covering the New Orleans metropolitan area and applicable to the equipment (model number and year), but in no event shall the rate exceed those issued by local equipment rental companies

within St. John the Baptist Parish. The equipment rate for second or third shift Work shall not exceed fifty percent (50%) of the base rate. Operating costs shall not exceed the hourly operation rate in the Blue Book. Hourly rates for equipment previously in use on the work for at least a month shall be based on the monthly rate divided by 176 hours. Equipment previously in use for only one week or not previously in use at the site shall not be invoiced to OWNER at rates higher than the following schedule of equipment use and payment category: applicable to equipment listed in the Rental Rate "Blue Book"

Less than 8 hours	Hourly Rate
1 day but less than 7 days	Daily Rate
1 week but less than 30 days	Weekly Rate
30 days or more (when in use)	Monthly Rate

11.4.4.4 Owned Construction Equipment: Construction equipment Owned by CONTRACTOR, or rented or leased from lessors associated with or owned by CONTRACTOR, shall be priced using either the specific rates negotiated between OWNER and CONTRACTOR (based on rates consistent with CONTRACTOR's normal accounting practices), or in the event that no agreement is reached, using the rates listed in the "Contractor's Equipment Cost Guide" published by Dataquest, Inc. for the region covering the New Orleans metropolitan area, but in no event shall the equipment ownership costs exceed rental rates of local equipment rental companies within St. John the Baptist Parish and operating costs shall not exceed the hourly operation rate in the Blue Book. For multiple shifts, rates shall not exceed the shift Work adjustments recommended in the "Contractor's Equipment Cost Guide".

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Costs of field supplies and purchase costs (less market value if not consumed) of tools individually valued at less than $1,000 that are not owned by the workers, if CONTRACTOR provides an itemized list of the field supplies and tools required for the performance of the Work involved; however, no such costs shall be allowed over 4% of the labor costs under paragraph 11.4.1, excluding burdens, unless CONTRACTOR furnishes detailed data sufficient to allow verification that a higher percentage is appropriate for the work involved.

11.4.5.3 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.4 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.5 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or

for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.6 The costs of utilities, fuel and sanitary facilities at the site.

11.4.5.7 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.8 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5 The term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work, all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.4.9 above).

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.5.7 Attorney's Fees and/or Court Costs.

11.5.8 Costs or fees of consultants retained or utilized by CONTRACTOR, or his agents, for the purpose of making or filing a claim against OWNER, pursuing litigation or defending any claim and/or dispute.

11.5.9 CONTRACTOR shall not be allowed to include as part of the Cost of the Work involved any

construction equipment or supplemental costs that cannot be shown to increase on account of, or are not directly attributable to, the performance of the Work involved. Payroll costs for the full time resident superintendent included within the requirements of paragraph 6.2.1 are but one example of such costs.

11.6 CONTRACTOR'S FEE: The CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined by negotiations. The objective of negotiations shall be the exercise of sound business judgment including a fair and reasonable profit based on assumptions of risk, exposure to weather, size of the change, percent of subcontracted work, equipment requirements, and time of performance. In no case, however, shall the fee for overhead and profit exceed the following percentages of the various portions of the Cost of the Work:

11.6.1 For costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR'S fee shall not exceed 15%;

11.6.2 For costs incurred under paragraph 11.4.3, and for work performed by a CONTRACTOR'S Subcontractor, the CONTRACTOR'S fee shall not exceed 10% and the Subcontractor's fee shall not exceed 15%; for costs incurred under paragraph 11.4.3, and Work performed by a Subcontractor's Subcontractor, the CONTRACTOR'S and the Subcontractor's fee shall not exceed 5% and 5%, and the Subcontractor's Subcontractor's fee shall not exceed 15%.

11.6.3 No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4 and 11.5.

11.6.4 The amount of credit to be allowed by CONTRACTOR to OWNER for any such a change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S fee in accordance with the following:

11.6.5 When both additions and credits are involved in one change, and the additions exceed the credits, the adjustment in CONTRACTOR'S fee shall be computed on the amount by which the additions exceed the credits, except that no adjustments shall be allowed on the costs developed in accordance with paragraph 11.3.1;

11.6.6 When both additions and credits are involved in one change, and the credits exceed the additions, CONTRACTOR will be allowed to retain fee on the amount by which the credits exceed the additions, except that no adjustment shall be allowed on the costs developed in accordance with paragraph 11.3.1 or 11.3.2.

11.7 Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

UNIT PRICE WORK:

11.8 RESERVED

11.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated

quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

11.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.
11.9.3 Unit Prices contained in the initial Contract shall not be changed under any circumstances. (Reference Louisiana Public Bid Law).

11.9.4 If CONTRACTOR believes a variation from estimated quantities of Unit Price Work is such as to require an increase in the Contract Time, CONTRACTOR shall within seven days of knowledge of the variation in quantities, submit a written Notice of a Proposed Change to ENGINEER, and proceed to substantiate his claim within fifteen days of the delivery of the notice with the analysis and documentation required in this Section of the General Requirements.

ARTICLE 12: Change of Contract Time

12.1 The Contract Time may only be changed by a Change Order. Any claim or request for an extension in the Contract Time shall be based on a written Notice of a Proposed Change delivered to ENGINEER within seven days, or earlier if so required in the Contract Documents, of the occurrence of the event giving rise to the request or claim. Supporting data as to the extent of the request or claim shall be delivered within fifteen days of such Notice, or within twenty-two days of the event giving rise to the occurrence, whichever is later, unless ENGINEER allows an additional period of time to ascertain more accurate data. CONTRACTOR must prove that extensions to the Contract Time have materialized which meet the combined criteria set forth in paragraph 12.2 below and Official Progress Schedules of the General Requirements, despite CONTRACTOR'S reasonable, prudent, and diligent efforts to prevent or overcome such delays. Failure of CONTRACTOR to comply with the time requirements for written Notice or for submittal of supporting data shall be considered to be a waiver by CONTRACTOR of any claim for an extension in the Contract Time.

12.2 The Contract Time will be extended in an amount equal to the time lost due to delays beyond the control and without the fault of CONTRACTOR, and which CONTRACTOR could not have guarded against, if a claim is made therefore as provided in Paragraph 12.1 and is substantiated to the satisfaction of OWNER. Such delays may include, but not limited too, unusually severe weather, sink holes, archaeological finds, acts of God, acts of the public enemy, acts of OWNER in either its sovereign or contractual capacity, furnishing of lands, right-of-way or easements by OWNER, acts of another CONTRACTOR in the performance of a Contract with OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Subcontractors of Suppliers at any tier arising from causes other than normal weather beyond the control and without the fault or negligence of both CONTRACTOR and such Subcontractors and Suppliers; and further provided that

12.2.1 The Contract Time is extended only to the extent that the delay is unreasonable under the Contract, which is the extent the delays set forth in paragraph 12.2 above exceed the Total Float Time available in the Official Schedule and extend completion of the Work, or specified part of the work, beyond the corresponding Contract Time.

12.3 If upon evaluation of CONTRACTOR's analysis, OWNER justifies an extension in Contract Time under paragraph 12.1 through 12.3 for delay not caused in whole or in part by acts or omissions within the control of OWNER or ENGINEER, the OWNER shall authorize the necessary change in Contract Time only.

12.4 COMPENSABLE DELAY:

12.4.1 Unless otherwise excluded in the Contract Documents, an extension in Contract Time may be combined with an increase in Contract Price to the extent the delay was not concurrent with CONTRACTOR delay, was caused in whole or in part by acts or omissions within the control of OWNER or ENGINEER and is due to one of the following: Underground Facilities that are not shown (i.e., previously unknown); an emergency; objection, for OWNER's convince, to a Subcontractor, historic resources, uncovering of work not found to be defective under paragraph 13.9; delay under paragraph 7.5.3 or any other suspension of Work; changes in the Work; differing site conditions; and variation in quantities.

12.4.2 Changes in Contract Price for extensions in Contract Time may include increase in the Cost of the Work, as provided in Article 11, related to the extension in Contract Time, but shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuous basis but primarily used in the furnishing and incorporating of materials/equipment into the Work, (b) operating costs and owned/rental costs of construction equipment used solely in the furnishing and incorporating of materials/equipment into the Work (crane used for specific lifts, concrete pump used for specific pours, etc.), and fully paid site facilities, tools, etc.

12.4.3 If a delay meeting the conditions of paragraph 12.4.1 delays Substantial completion of the Work beyond the Contract Time for Substantial Completion, OWNER shall negotiate with CONTRACTOR the reimbursement of an amount to cover administrative costs (under paragraphs 11.5.1 through 11.5.4) that will be or were unabsorbed prior to the expiration date of that contract Time. Reimbursement shall be based on the lesser of (a) five percent (5%) times that portion of the Contract Price remaining un-billed, less retainage, prior to the expiration of that Contract Time, or (b) the product of that un-billed portion of the Contract Price times the (company wide) ratio of CONTRACTOR's administrative costs to billings, or (c) that amount derived by an application of the Eichleay formula.

12.4.4 CONTRACTOR shall not recover from OWNER (a) acceleration costs incurred to overcome delays which warrant extensions in Contract Time but exclude changes in Contract Price, (b) escalation costs for any part of the Work not delayed beyond the Late Dates in the Official Schedule, or (c) delay costs not expressly allowed in this Article.

ARTICLE 13 - Warranty and Guarantee; Tests and Inspections: Correction, Removal or Acceptance of Defective Work

13.1 WARRANTY AND GUARANTEE: CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of observed defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

13.1.1 The obligations of CONTRACTOR under this Paragraph 13.1 shall be in addition to and not in limitation of any obligation imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

13.1.2 In special circumstances where a particular item of equipment or part of the Work reaches Substantial Completion upon successful performance of Pre-operational Testing, and notwithstanding anything in the Contract Documents to the contrary, CONTRACTOR shall maintain the particular item of equipment or part of the Work in good order and in proper working condition during the period between Substantial Completion and Initiation of Operation, and for such maintenance CONTRACTOR shall receive no adjustment to the Contract Price.

13.1.3 The warranty or guarantee provided by CONTRACTOR under Paragraph 13.1 of the General Conditions shall remain in full effect throughout the period from the date of Initiation of Operation of the entire work to the end of the Correction Period (as that term is defined in these General Conditions.

13.2 ACCESS TO WORK: ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3 NOTICE OF TESTS AND INSPECTIONS: CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4 TESTS AND INSPECTIONS: If any laws or regulations of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER'S or ENGINEER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval to CONTRACTOR'S purchase thereof for incorporation in the work.

13.4.1 All construction testing and certifications required under the Specifications shall be performed by Certified Technicians from an Independent Testing Laboratory. The CONTRACTOR shall propose a private testing laboratory in writing to the ENGINEER, together with a copy of the instruction provisions of his proposed sub-agreement, so that the ENGINEER may determine the proper instructions are included in compliance with the specification. Upon approval by the ENGINEER, the CONTRACTOR shall cooperate the with testing laboratory by furnishing material for testing, space for storage and transportation of the samples as necessary. Compensation for testing and certification shall be included within price bid for associated items of work. No separated measurement or additional compensation shall be allowed.

13.4.2 The Testing Laboratory shall submit to the ENGINEER three (3) typed copies and to the CONTRACTOR one (1) typed copy, of all applicable test data, certifications and reports as required. All required test data and material certifications for each respective item of work must be submitted to the ENGINEER prior to application for payment. Any applications not accompanied by required test data and/or certifications shall be recommended for payment at an amount not to exceed 50% of contract until

cost of required test data and certifications are submitted and subsequently approved.

13.4.3 Upon completion of the project and prior to substantial completion, the testing laboratory shall address a letter to the OWNER in which the laboratory shall certify that all testing and certification requirements of the specification have been satisfactorily met.

13.4.4 The CONTRACTOR is cautioned to provide termination provisions in its sub-agreement with the testing laboratory. In the event that the testing services prove not up to recognized standards, the ENGINEER reserves the right to withdraw his approval and require another laboratory be furnished by the CONTRACTOR at no increase in Contract Price.

13.5 All inspections, tests or approvals other than those required by laws or regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7 Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

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

13.9 PAYMENT FOR UNCOVERING WORK: If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction, (including but not limited to fees and charges of Engineers, Architects, Attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price of an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

13.10 OWNER MAY STOP THE WORK: If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order

CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party. In the event the OWNER stops the work pursuant to this paragraph 13.10, CONTRACTOR shall not be entitled to delay damages, including without limitation, demands for extended job site overhead, home office overhead, cumulative impacts, loss of productivity and efficiency, learning curve impacts, equipment down time and/or interest penalties, occasioned directly or indirectly by the stop work order.

13.11 CORRECTION OR REMOVAL OF DEFECTIVE WORK: If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court costs) made necessary thereby. CONTRACTOR shall not be entitled to time extension of the Contract Time for correction or removal of defective work.

13.12 ONE YEAR CORRECTION PERIOD: If within the period from the date of Substantial Completion of a particular item of equipment or a designated part of the work to one year after the date of Initiation of Operation for the Project, the particular item of equipment or designated part of the work is found to be defective, CONTRACTOR shall promptly, without an adjustment in Contract Price and in accordance with ENGINEER'S written instructions, either correct such defective Work, or if it has been rejected by ENGINEER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR.

13.12.1 Subject to the conditions set forth in paragraphs 13.1.2 and 13.1.3 and the adjustments described in Subparagraphs 13.12.2, below, the Correction Period shall be one year.

13.12.2 Unless another date is indicated in the Contract Documents the date the Work is Substantially Complete shall be the date for Initiation of Operation to occur. However, OWNER may at its sole option advance or delay the date for Initiation of Operation, and CONTRACTOR'S obligations to extend warranties and guarantees in accordance with paragraph 13.1.2 and 13.1.3 or to maintain the Work in accordance with paragraph 13.1.2 until then shall remain absolute. Applicable Change Orders shall be executed by the parties to adjust the Contract Price, as appropriate.

13.12.3 CONTRACTOR'S responsibilities under the paragraph 13.12, including sub-paragraphs, are in addition to, not in lieu of, all other obligations imposed by these contract documents, or imposed by applicable State laws.

13.13 ACCEPTANCE OF DEFECTIVE WORK: If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER'S recommendations of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be

limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.14 OWNER MAY CORRECT DEFECTIVE WORK: If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies shall be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

ARTICLE 14 - Payments to Contractor and Completion

14.1 SCHEDULE OF VALUES: The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.2 APPLICATION FOR PROGRESS PAYMENT: At least fifty-five days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as 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 the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER'S title to the material and equipment and protect OWNER'S interest therein, including applicable insurance. Only major items of material and equipment to be incorporated in the project will be eligible for payment. These items must be easily accountable by the ENGINEER. Payment for these materials will be invoice prices for the material, submitted with the request for payment, which price shall not exceed the appropriate portion of the contract items in which such materials are to be incorporated. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

14.2.1 Notwithstanding any other provisions of these contract documents to the contrary, OWNER is under no duty or obligation whatsoever to any Subcontractor, laborer or other party to ensure that payments due and owing by CONTRACTOR to any of them are or will be made. Such parties shall rely only on CONTRACTOR'S surety bonds for remedy of nonpayment by CONTRACTOR.

14.3 CONTRACTOR'S WARRANTY OF TITLE: CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.4 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT: ENGINEER will, within ten days after receipt of each application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and re- submit the Application. Forty-five (45) days after presentation of the Application for Payment with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5 ENGINEER'S recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER'S review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6 ENGINEER'S recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7 ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER'S opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify and such payment previously recommended, to such extent as may be necessary in ENGINEER'S opinion to protect OWNER from loss because:

14.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,

14.7.2 the Contract Price has been reduced by Change Order,

14.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or

14.7.4 of ENGINEER'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

14.7.5 OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER, or OWNER has claims against CONTRACTOR including but not limited to liquidated damages for anticipated or actual late completion, on account of CONTRACTOR'S performance or furnishing of the Work, or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR prompt written notice (with a copy to ENGINEER) stating the reasons for such action.

14.8 SUBSTANTIAL COMPLETION: When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reason therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion, which shall fix the date of substantial completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which he may make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within twenty-eight days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating his reasons. If after consideration of OWNER'S objections, ENGINEER considers the WORK substantially complete, ENGINEER will within said twenty-eight days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be complete or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER

prior to ENGINEER'S issuing the definitive certificate of Substantial Completion ENGINEER'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9 EXCLUSION OF CONTRACTOR FROM SITE: OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.10 PARTIAL UTILIZATION: Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2 OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work OWNER, shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.7 in respect of property insurance.

14.11 LIEN PERIOD: Within twenty-one (21) days of the receipt of the definitive Certificate of Substantial Completion from ENGINEER, OWNER shall adopt and record a Resolution of Acceptance with the Recorder of Mortgages of the Parish in which the Agreement has been recorded. The recording of this Resolution of Acceptance shall commence a lien period of not less than forty-five (45) consecutive calendar days, during which period the retainage will be withheld by OWNER. After the said lien period, CONTRACTOR shall be responsible for obtaining from the Recorder of Mortgages a Certificate that the Agreement at the end of said forty-five day period, is clear of all liens, privileges, judgments or encumbrances of any nature whatsoever, which certificate he shall submit with his application for final payment to ENGINEER.

14.12 FINAL INSPECTION: Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of the particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

14.13 FINAL APPLICATION FOR PAYMENT: After CONTRACTOR has completed all such corrections to the satisfaction of the ENGINEER, and delivered four (4) sets of all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.17) and other documents, all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.17), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

14.13.1 Notwithstanding any provision of the Contract Documents to the contrary, OWNER shall not be deemed to have accepted the work or to have waived claims against CONTRACTOR as provided in Paragraph 14.16 until (i) Initiation of Operation and (ii) payment of all remaining amount of the Contract Price.

14.13.2 As a condition to payment of all remaining portions of the Contract Price of the Unit Price Agreement, CONTRACTOR shall perform all Startup Testing and shall notify ENGINEER that the work is ready for final inspection. Such Startup Testing and notice to ENGINEER may be accomplished only after CONTRACTOR delivers written notice of the expected date of Initiation of Operation.

14.13.3 The requirements and provisions of Paragraphs 14.11, 14.12, and 14.13 of the General Conditions shall apply to payment of the remaining Contract Price pursuant to the *Unit Price Agreement, as well to final payment under the Unit Price Agreement.*

14.14 FINAL PAYMENT AND ACCEPTANCE: If, on the basis of ENGINEER'S observation of the Work during construction and final inspection, and ENGINEER'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the Final Application for Payment, indicate in writing ENGINEER'S recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.17. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and re-submit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER'S recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.15 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.16 CONTRACTOR'S CONTINUING OBLIGATION: CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.14, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.17).

14.17 WAIVER OF CLAIMS: The making and acceptance of any final payment will constitute:

14.17.1 A waiver of all claims by OWNER against CONTRACTOR, except claims previously made in writing and still unsettled, or claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.12 or from failure to comply with the Contract Documents or the terms of any special guarantees specified herein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

14.17.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - Suspension of Work and Termination

15.1 OWNER MAY SUSPEND WORK: OWNER may, at any time and without cause, suspend the Work or any portion thereof by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 and 12. If OWNER stops work under Paragraph 13.10 or suspends CONTRACTOR'S services under paragraph 13.14, or suspends the work or any portion thereof because of CONTRACTOR'S failure to prosecute the Work without endangering persons and property, CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract Price.

15.2 OWNER MAY TERMINATE: OWNER may terminate CONTRACTOR's services for cause upon the occurrence of any one or more of the following events:

15.2.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3 If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

15.2.5 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8 If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

In such case, CONTRACTOR shall not be entitled to receive any further payment beyond an amount equal to the value of the Work actually completed and the value of materials and equipment not incorporated in the Work but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract Price, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in finishing the Work, OWNER shall not be required to obtain the lowest figure for the work performed. CONTRACTOR'S obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.

15.3 Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4 TERMINATION FOR CONVENIENCE: Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement.

15.4.1 In any termination for convenience, CONTRACTOR shall be paid for (a) Work completed, in accordance with the Contract Documents, before receipt of the notice of termination, and (b) reasonable termination settlement costs for commitments that have become firm before the termination. CONTRACTOR shall not be paid any anticipated and unrealized supplemental costs, administrative expenses and profit for uncompleted Work. If no agreement can be reached as to reasonable termination costs, OWNER and CONTRACTOR shall follow the provisions in federal regulation FAR 52.249-2, found in 48 CFR Part 52.

15.4.2 Upon termination for convenience, OWNER shall have full power and authority to take possession of the Work, assume any sub-agreements with Subcontractors and Suppliers that OWNER selects, and prosecute the Work to completion by contract or as OWNER may deem expedient.

15.4.3 If after notice of termination of the services of CONTRACTOR for cause, it is determined that CONTRACTOR was not in default, the termination shall be deemed to have been for the convenience of OWNER. In such event, CONTRACTOR may recover from OWNER payment for Work completed and reasonable termination costs as provided in paragraph 15.4.1.

15.5 CONTRACTOR MAY STOP WORK OR TERMINATE: If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or ENGINEER fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - Dispute Resolution

16.1 Subject to the conditions set forth in subparagraphs 16.2, 16.2.1 and 16.2.2 hereof, all claims, disputes and other matters and questions arising out of or relating to the Contract Documents or the breach thereof, except claims waived by the making and accepting of final payment as provided in Section 14.17, shall be decided by arbitration between the parties. This agreement to arbitrate shall be specifically enforceable under the Louisiana Arbitration Act and the award rendered by the arbitrators shall be final and a judgment may be entered thereon in the State District Court for the Parish of St. John the Baptist, State of Louisiana.

16.2 Any arbitration provided for hereunder will be conducted in accordance with the Construction Arbitration Rules of the American Arbitration Association (AAA), subject to the following:

16.2.1 OWNER shall not be compelled to arbitrate any dispute without its express consent given in writing after demand is made for arbitration.

16.2.2 Arbitration shall be conducted in St. John the Baptist Parish, Louisiana and the laws of the State of Louisiana shall be controlling as to matters of law.

16.3 Subject to any recognized privilege, discovery shall be available to each party to the arbitration as it would be available in the District Court for the Parish of St. John the Baptist under the provisions of the LA Code of Civil Procedure in effect at the time of demand for arbitration. Notices, time periods and other procedural matters shall be governed by the rules that apply in Louisiana District Courts which shall be enforced by the AAA in the same manner as in the Louisiana District Court.

16.4 A pre-hearing conference shall be held not sooner than sixty (60) days after the filing of the answer, at which time a pre- hearing summary shall be filed by each party, setting forth all claims and counterclaims with specificity, all witnesses expected to be called at the hearing, all documents proposed to be introduced, and all items of claimed damages including dollar amounts therefore.

16.5 All discovery and amendments to the pre-hearing summary shall be concluded thirty (30) days prior to the arbitration date. Failure on the part of the CONTRACTOR to provide the foregoing discovery and disclosure shall render any claim supported by witnesses or documents not so disclosed null, void and waived.

16.6 In the event of any arbitration demanded and agreed to by the OWNER, each party shall select an arbitrator and the two so selected shall select a third from a panel proposed by the AAA. In the event that the two cannot agree upon an neutral arbitrator from the AAA list within thirty (30) days, then the third arbitrator shall be designated by the AAA.

16.7 In the event OWNER so elects, CONTRACTOR shall be required to participate in a consolidated arbitration to include the ENGINEER.

16.8 The arbitrators shall render a written decision, with conclusions of law and findings of fact, breaking down the items of any award on the claim or counterclaim in sufficient detail to enable OWNER to seek any grant reimbursement as may be available.

16.9 Notwithstanding anything else in the Contract Documents to the contrary, the CONTRACTOR shall carry on the work and maintain its progress during litigation or any arbitration proceedings, and OWNER shall continue to perform and pay as otherwise required by the Contract Documents.

16.10 In the event OWNER elects not to arbitrate one or more disputes, the dispute or disputes which the OWNER elects not to arbitrate shall be decided under the laws of the State of Louisiana in the 40nd Judicial District Court in and for the Parish of St. John the Baptist, State of Louisiana.

16.11 In the event OWNER is required to defend itself against any claim for delay, the OWNER shall be entitled to recover costs, including without limitation, administrative costs, attorneys' fees and court costs, from the party causing the delay.

ARTICLE 17 - Miscellaneous

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

17.2 COMPUTATION OF TIME:

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

17.2.2 A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

17.3 UTILIZATION OF LOCAL LABOR (STATE RESIDENTS): Contractor shall make every effort to use local labor to the fullest extent possible.

17.4 GENERAL: Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.5 DUTIES AND OBLIGATIONS: The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.26, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the

provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of this Agreement. Also, the obligation of CONTRACTOR to maintain the Work until Initiation of Operation shall survive final payment and termination and completion of this Agreement.

REPORT NO. _____ PAGE 1 OF 3
DATE:

EXHIBIT "A"

ST. JOHN THE BAPTIST PARISH GOVERNMENT
1801 West Airline Highway
LaPlace, LA 70068

SAMPLE DAILY SAFETY AND CONSTRUCTION QUALITY CONTROL REPORT
(See Paragraph 6.29 of General Conditions for Instructions)

NAME:

PARISH PROJECT NO.

CONTRACTOR/SUBCONTRACTOR AND AREA OF RESPONSIBILITY

CONTRACTOR

SUBCONTRACTOR

1. WEATHER

TIDE:_____feet SKIES: (Clear) (Partly Cloudy) (Cloudy)

RAIN:_____inches TEMPERATURE:

2. DAILY TOTALS OF WORK PERFORMED

ITEM NO.	DESCRIPTION	PREVIOUS	TODAY	TOTAL	NO.	HRS.

EXHIBIT "A"

ST. JOHN THE BAPTIST PARISH GOVERNMENT

DAILY SAFETY AND CONSTRUCTION QUALITY CONTROL REPORT

3. MAJOR EQUIPMENT USED **4. MANPOWER**

DESCRIPTION	HOURS	MAN/JOB	DESCRIPTION/HRS

5. WORK PERFORMED TODAY INCLUDING STATION TO STATION LIMITS

6. RESULTS OF QUALITY CONTROL INSPECTIONS

EXHIBIT "A"

ST. JOHN THE BAPTIST PARISH GOVERNMENT

DAILY SAFETY AND CONSTRUCTION QUALITY CONTROL REPORT

7. INSTRUCTIONS RECEIVED

8. REMARKS (Cover any conflicts in plans or specification)

9. DAILY SAFETY INSPECTIONS

CONTRACTOR'S CERTIFICATION: I CERTIFY THAT THIS REPORT IS COMPLETE AND CORRECT AND ALL MATERIAL, EQUIPMENT AND WORK DURING THIS REPORTING PERIOD WERE IN STRICT COMPLIANCE WITH THE PLANS AND SPECIFICATIONS EXCEPT AS OTHERWISE NOTED

_____
CONTRACTOR'S AUTHORIZED REPRESENTATIVE

SPECIAL PROVISIONS

DEPARTMENT OF THE ARMY
NEW ORLEANS DISTRICT, CORPS OF ENGINEERS
P. O. BOX 60267
NEW ORLEANS, LOUISIANA 70160-0267

June 12, 2014

REPLY TO
ATTENTION OF

Operations Division
Operations Manager,
Completed Works

Mr. Robert LeBlanc - President
Board of Commissioners
Lafourche Basin Levee District
Post Office Box 670
Vacherie, Louisiana 70090

Dear Mr. LeBlanc:

We have received a copy of a letter request, addressed to your Board, dated June 11, 2014, from Gulf Engineers & Consultants, Inc., on behalf of St. John the Baptist Parish concerning permission to install a generator at the Wallace Wastewater Treatment Plant approximately 998 feet on the protected side of the right descending Mississippi River levee, vicinity of second order levee station 1633+00, at Edgard, Louisiana, in St. John the Baptist Parish.

We have no objection to your Board's issuance of a permit for the proposed work provided:

a. The work is accomplished in accordance with the above referenced letter and accompanying map.

b. All excavation work is performed and backfilled while the stage of the Mississippi River is below elevation +11.0 feet on the Carrollton gage, at New Orleans, Louisiana. Information concerning current river stages may be obtained on our website at www.mvn.usace.army.mil.

c. All open excavations need to be backfilled to natural ground prior to the river stage reaching +11.0 feet on the Carrolton gage, at New Orleans, Louisiana.

This letter of no objection is based upon engineering criteria, and no interpretation or comments regarding local laws, zoning, or ordinances concerning property rights, etc., have been made. Additionally, this letter of no objection does not obviate the applicant's requirement to obtain federal, state, or local permits required by law.

If you have any questions, please contact me or Tommy Hoke of my office at 504-862-2241 or 504-862-1517, respectively. Additionally, future correspondence concerning this project should reference our Letter of No Objection number 14-371. This will allow us to more easily locate records of previous correspondence, and thus provide a quicker response.

Please furnish this office a copy of your permit if the applicant's proposal is approved by your Board.

Sincerely,

Amy E. Powell

Amy E. Powell
Operations Manager, Completed Works

Copies Furnished:

CPRA, Baton Rouge, Attn: Antonio German
CPRA, Baton Rouge, Attn: Rhonda Braud
Gulf Engineers & Consultants
Attn: Mr. Barry McCoy
C/Engr Div
Area Engr, NOAO

TECHNICAL SPECIFICATIONS

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS INCLUDED

A. The work of this contract includes furnishing and installing diesel engine driven emergency generators, Automatic Transfer Switches (ATS), and concrete foundations/elevated platforms and all related electrical, structural and civil/site work at existing lift stations, drainage pump stations, and wastewater treatment plants as indicated in the plans.

B. The Contractor shall furnish all labor, materials, equipment, tools, services, and incidentals to complete all work required by these specifications and as shown on the drawings.

C. The Contractor shall perform the work complete, in place and ready for continuous service, and shall include repairs, replacements, and restoration required as a result of damages caused during this construction.

D. The Contractor shall furnish and install all materials, equipment, and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.

1.02 RELATED REQUIREMENTS (NOT USED)

1.03 CONTRACTS

The Contract consists of a lump sum bid prices. The lump sum price shall include all labor, materials, equipment and incidentals required to construct the project complete in place. No extras shall be granted for any additional work unless specifically defined as a unit price item.

1.04 WORK SEQUENCE

A. All work to be done under this contract shall be done with minimum inconvenience to the OWNER. The Contractor shall coordinate his work with private property owners such that sewer/drainage service is maintained to all users to the maximum extent possible.

B. Construct work in stages to accommodate the Owner's use of the premises during the construction period; coordinate the construction schedule and operations with

the Owner's representative.

C. Construct the work in stages to provide for public convenience. Do not close off public use of facilities until completion of one stage of construction will provide alternative usage.

1.05 CONSTRUCTION AREAS

A. Contractor shall limit his use of the construction areas for work and storage to allow for:

1) Work by other contractors.
2) Owner use.
3) Public use.

B. Coordinate use of work site under direction of Engineer.

C. Assume full responsibility for the protection and safekeeping of products under this contract, stored on the site.

D. Move any stored products, under Contractor's control, which interfere with operations of the Owner or separate contractor.

E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 OWNER OCCUPANCY

A. Owner will have full access to and use of all existing sites during the entire period of construction for the conduct of his normal operations. Cooperate with Owner's representative in all construction operations to minimize conflict, and to facilitate Owner usage.

B. Contractor shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 PARTIAL OWNER OCCUPANCY

The Contractor shall schedule his operations for completion of portions of the work, as designated, for the Owner's occupancy prior to substantial completion of the entire work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01015

CONTROL OF WORK

PART 1 - GENERAL

1.01 WORK PROGRESS

The Contractor shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the Proposal. If at any time such personnel or equipment appears to the Engineer to be inefficient, inappropriate, or insufficient for securing the quality of work required for producing the rate of progress aforesaid, he may order the Contractor to increase the efficiency, change the character, or increase the personnel and equipment, and the Contractor shall conform to such order. Failure of the Engineer to give such order shall in no way relieve the Contractor of his obligations to secure the quality of the work and rate of progress required.

1.02 PRIVATE LAND

The Contractor shall not enter or occupy private land outside of easements, except by permission of the Owner.

1.03 WORK LOCATIONS

Work shall be located substantially as indicated on the drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings are noted on the drawings, such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required.

1.04 OPEN EXCAVATIONS

A. All open excavations shall be adequately safeguarded by providing temporary fences, barricades or caution signs, lights, coverings and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access to private property during construction shall be removed when no longer required. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the Engineer may require special construction procedures such as limiting the length of open trench, prohibiting stacking excavated material in the street, and requiring that the trench shall not remain open overnight.

B. The Contractor shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be barricaded and well lighted at all times when construction is not in progress.

1.05 DISTRIBUTION SYSTEMS AND SERVICES

A. The Contractor shall interrupt water, telephone, Cable TV, sewer, gas, or other related utility services and disrupt the normal functioning of the system as little as possible. He shall notify the Engineer well in advance of any requirement for dewatering, isolating, or relocating a section of a utility, so that necessary arrangements may be made with the appropriate agency.

B. If it appears that utility service will be interrupted for an extended period, the Engineer may order the Contractor to provide temporary service lines. Inconvenience of the users shall be the minimum, consistent with existing conditions. The safety and integrity of the system is of prime importance in scheduling work.

1.06 TEST-PITS.

Test pits for the purpose of locating underground pipelines or structures in advance of the construction shall be excavated and backfilled by the Contractor prior to commencement of construction. Test pits shall be backfilled immediately after their purpose has been satisfied and the surface restored and maintained in a manner satisfactory to the Engineer. This work shall be considered incidental to the construction and no additional payment will be made for exploration.

1.07 CARE AND PROTECTION OF PROPERTY.

A. The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at his expense to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the Engineer.

B. Along the location of this work all fences, walks, brushes, trees, shrubbery, and other physical features shall be protected and restored in a thoroughly workmanlike manner. Fences and other features removed by the Contractor shall be replaced in the location indicated by the Engineer as soon as conditions permit. All grass areas beyond the limits of construction which have been damaged by the Contractor shall be regraded and seeded.

C. Trees close to the work shall be boxed or otherwise protected against injury. The Contractor shall trim all branches that are liable to damage because of his operations, but in no case shall any tree be cut or removed without prior notification of the Engineer. All injuries to bark, trunk, limbs, and roots of trees shall be repaired by dressing, cutting, and painting according to approved methods, using only approved tools and materials.

D. The protection, removal, and replacement of existing physical features along the line of work shall be a part of the work under the contract, and all costs in connection therewith shall be included in the lump sum price.

1.08 WATER FOR CONSTRUCTION PURPOSES.

A. In locations where public water supply is available, the Contractor may purchase water for all construction purposes.

B. The express approval of the Jefferson Parish Water Department shall be obtained in writing. Hydrants shall only be operated under the supervision of the Water Department personnel of the Parish. Contractor shall obtain a water meter from the Water Department and pay all fees involved with obtaining and using the public water supply.

1.09 MAINTENANCE OF FLOW.

The Contractor shall, at his own cost, provide for the flow of sewers, drains, and water courses interrupted during the progress of the work, and shall immediately cart away and remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the Engineer well in advance of the interruption of any flow.

1.10 CLEANUP.

During the course of the work, the Contractor shall keep the site of his operations in as clean and neat a condition as is possible. He shall dispose of all residue resulting from the construction work and, at the conclusion of the work, he shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures, and any other refuse remaining from the construction operations, and shall leave the entire site of the work in a neat and orderly condition.

1.11 COOPERATION WITHIN THIS CONTRACT.

A. All firms or persons authorized to perform any work under this contract shall cooperate with the General Contractor and his subcontractors or trades, and shall assist in incorporating the work of other trades where necessary or required.

B. Cutting and patching, drilling, and fitting shall be carried out where required by the trade or subcontractor having jurisdiction, unless otherwise indicated herein or directed by the Engineer.

1.12 PROTECTION OF CONSTRUCTION AND EQUIPMENT

A. All newly constructed work shall be carefully protected from damage in any way. No wheeling or walking or placing of heavy loads on it shall be allowed and all portions damaged shall be reconstructed by the Contractor at his own expense.

B. All structures shall be protected in a manner approved by the Engineer. If, in the final inspection of the work, any defects, faults, or omissions are found, the Contractor shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the Contractor shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein, for at least the guarantee period described in the contract.

MAINTENANCE OF SEWER HOUSE SERVICES

A. At all times continuous sewer service must be maintained to all house connections.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

A. Refer to Proposal Form

B. Payment shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labors, operations, and incidentals appurtenant to complete the work being described, as necessary to complete the various items of the work all in accordance with the requirement of the Contract Documents, including all costs of compliance with the regulations of public agencies having jurisdiction. The Contractor is hereby on notice that no separate payment will be made for any item not specifically called out, but that is required to properly complete the project.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

The total Bid Price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, sheeting, bracing, bedding, backfill equipment, supplies, and appurtenances; providing all construction equipment, and tools; performing all necessary labor and supervision to fully complete the work, shall be included in the lump sum bid price.

4.02 MEASUREMENT AND PAYMENT

The lump sum bid price shall include all tools, equipment, supplies, and manufactured articles, and for all labors, operations, and incidentals appurtenant to complete the work as shown in the drawings and detailed in the contract documents. Prior to beginning construction, the Contractor shall provide a detailed itemized cost breakdown to be used for processing monthly payment applications.

END OF SECTION

SECTION 01026

SCHEDULE OF VALUES

PART 1 – GENERAL

1.01 GENERAL

A. This Section defines the process whereby the Schedule of Values (lump sum price breakdown) shall be developed. Monthly progress payment amounts shall be determined from monthly progress updates of the Schedule activities.

1.02 SCHEDULE OF VALUES

A. The Contractor shall submit a Schedule of Values for all lump sum price items within 10 days from the date of Notice to Proceed. The listing shall include a price allocation for the major Work components.

B. The Contractor shall assign the price of work (a sum including allocation for materials, labor, equipment, overhead and profit) to each activity. Price per activity shall not exceed $30,000.00. Activities shall be grouped to identify the major work item to be performed The sum of values for all activities listed shall equal the total Contract Lump Sum Price. The Contractor shall provide to the Engineer upon request, the Contractor's backup price information, including unit prices for excavation, backfill, concrete etc. Determining the total percentage of each activity installed for the month will develop the monthly progress payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01041

PROJECT COORDINATION

PART 1 – GENERAL

1.01 SCOPE

This section covers the work required by the Contractor to coordinate and administer the project.

1.02 PROJECT COORDINATION

A. Contractor shall plan, schedule and coordinate with the Owner and Engineer all work to be performed on utilities in a manner conducive to timely and efficient progress in the execution of the contract.

1.03 NOTICES TO OWNERS AND AUTHORITIES

A. Contractor shall, as provided in General Conditions, notify owners of adjacent property and utilities when prosecution of the Work may affect them.

B. When it is necessary to temporarily deny access by owners or tenants to their property, or when any utility service connection must be interrupted, Contractor shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices will conform to any applicable local ordinance and, whether delivered orally or in writing, will include appropriate information concerning the interruption and instructions on how to limit their inconvenience.

C. All utilities and other concerned agencies shall be contacted at least 48 hours in advance, unless otherwise specified, prior to cutting or closing streets or other traffic areas, excavating near underground utilities or pole lines or temporary shutdown of existing facilities.

1. Notice to Entergy. The Contractor shall review, prior to bidding, with Entergy the construction methods to be used in the vicinity of power lines. This review shall establish which lines, if any, need temporary relocation or de-energizing and the cost to accomplish this work. At least two weeks notice is required from the Contractor by Entergy prior to any temporary relocating or de-energizing work being required.

2. Notice to Gas Companies. The Contractor shall review with the Gas Company any work to be done in the vicinity of gas lines. Where temporary exposure or complete relocation of gas lines is required the Contractor shall meet with the Gas Company as soon as possible, but no

less than thirty (30) days in advance of when work is required.

3. Notice to City and Parish Utilities. The Contractor shall review with the Department of Parish and City Utilities any work in the vicinity of existing water utilities and with the Department of Public Works concerning work in the vicinity of existing drainlines. Contractor shall also coordinate and notify work in the vicinity of telephone and cable lines with with the appropriate utility company.

PART 2 — PRODUCTS (NOT USED)

PART 3 — EXECUTION (NOT USED)

END OF SECTION

SECTION 01045

CUTTING AND PATCHING

PART I - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the work or to:

1) Make its several parts fit together properly.

2) Uncover portions of the work to provide for installation of ill-timed work.

3) Remove and replace defective work.

4) Remove and replace work not conforming to requirements of Contract Documents.

1.02 RELATED REQUIREMENTS

A. Section 01010: Summary of Work
B. Section 01600: Material and Equipment

1.03 SUBMITTALS

A. Submit a written request to Engineer well in advance of executing any cutting or alteration which affects:

1) Work of the owner or any separate contractor.
2) Structural value or integrity of any element of the project.

B. Request shall include:

1) Identification of the project.
2) Description of affected work.
3) The necessity for cutting, alteration or excavation.
4) Effect on work of Owner or any separate contractor, or on structural or weatherproof integrity of project.
5) Description of proposed work.
6) Alternatives to cutting and patching.
7) Cost proposal, when applicable.
8) Written permission of any separate contractor whose work will be affected.

C. Should conditions of work or the schedule indicate a change of products from original installation, Contractor shall submit request for substitution as specified in Section 01600.

D. Submit written notice to Engineer designating the date and the time the work will be uncovered.

PART 2 - PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 - EXECUTION

3.01 INSPECTION

A. Inspect existing conditions of project, including elements subject to damage or to movement during cutting and patching.

B. After uncovering work, inspect conditions installation of products, or performance of work.

C. Report unsatisfactory or questionable conditions to Engineer in writing; do not proceed with work until Engineer has provided further instructions.

3.02 PREPARATION

A. Provide adequate temporary support as necessary for structural value or integrity of affected portion of work.

B. Provide devices and methods to protect other portions of project from damage.

C. Provide protection from elements for that portion of the project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

A. Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.

B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.

C. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.

D. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.

E. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.

END OF SECTION

SECTION 01152

REQUESTS FOR PAYMENT

PART I - GENERAL

1.01 REQUIREMENTS INCLUDED

Submit applications for payment to the Engineer in accord with the schedule established by Conditions of the Contract.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Agreement between owner and Contractor: Lump-Sum.

B. Conditions of the Contract: Progress Payments, Retainages and Final Payment.

C. Section 01700: Contract Closeout.

1.03 FORMAT AND DATA REQUIRED

A. Submit payment requests in the form required by owner with itemized data typed on 8 ½ x 11 white paper continuation sheets.

B. Provide itemized data on continuation sheet: format, schedules, line items and values.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. All payment requests must be accompanied by a completed pay request checklist and must include a signed affidavit regarding previous payments received, a short progress narrative describing work performed since previous payment submittal, current project schedule and invoices for any stored materials billed. The pay request checklist form shall be as provided on page 01152-3. All items required on the checklist must be included with each pay request for the request to be considered.

B. When the Owner or the Engineer requires additional substantiating data, the Contractor shall submit suitable information, with a cover letter.

C. Submit one copy of all data required with a cover letter for each monthly pay request. Any additional substantiating data requested shall also be submitted as required in Part B above.

1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Fill in application form as specified for progress payments.

B. Use continuation sheet for presenting the final statement of accounting as specified in section 01700 - Contract Closeout.

1.06 SUBMITTAL PROCEDURE

A. Submit applications for payment to the Engineer at the times stipulated in the Agreement.

B. Number: Five copies of each application.

C. When the Engineer finds application properly completed and correct, he will transmit certificate for payment to the owner, with copy to Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PAY REQUEST CHECKLIST
(CONSTRUCTION CONTRACT)

PARTIAL PAY REQUEST:

Construction Schedule (Updated as needed) _____
Progress Narrative _____
Schedule of Values _____
Affidavit Re: Previous Payments _____
List of Stored Materials Billed _____
Invoice for Stored Materials Billed _____
Insurance for (off Site)
Stored Materials Billed _____

(Add for EPA Funded Projects):
Labor Standards Certificate _____
Certified Payroll _____
MBE/WBW/SBE Utilization Report _____

FINAL PAY REQUEST:

Application for Payment _____
w/Final Statement of Accounts _____
Punch List (checked off) _____
O & M Manuals (Date Submitted) _____
Record Drawings (Date Submitted) _____
Spare Parts Lists _____
Receipt for Material
(Spare Parts) Delivered
To Owner _____
Clear L & P Certificate _____
Warranties & Bonds _____
Consent of Surety to Final Payment _____
Letter from Contractor stating that
he shall warranty the work for
one year following date of
Substantial Completion _____
Verification of Bond to Remain in
effect for one year from Final
Payment _____
(Add for EPA Funded Projects):
Final MBE/WBW/SBE Utilization Report _____

END OF SECTION

SECTION 01153

CHANGE ORDER PROCEDURES

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

A. Promptly implement change order procedures.

1. Provide full written data required to evaluate changes.
2. Maintain detailed records of work done on a time-and-material/force account basis.
3. Provide full documentation to Engineer on request.

B. Designate in writing the member of Contractor's organization.

1. Who is authorized to accept changes in the Work.
2. Who is responsible for informing others in the contractors employ of the authorization of changes in the Work.

C. Owner will designate in writing the person who is authorized to execute Change Orders.

1.02 DEFINITIONS

A. Change order: See General Conditions.

1.03 PRELIMINARY PROCEDURES

A. Owner or Engineer may initiate changes by submitting a Proposal Request to Contractor. Request will include:

1. Detailed description of the Change, Products, and location of the change in the Project.
2. Supplementary or revised Drawings and Specifications.
3. The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.
4. A specific period of time during which the requested price will be considered valid.
5. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress.

B. Contractor may initiate changes by submitting a written notice to Engineer, containing:

1. Description of the proposed changes.
2. Statement of the reason for making the changes.
3. Statement of the effect on the Contract Sum and the Contract Time.
4. Statement of the effect on the work of separate contractors.
5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

1.04 DOCUMENTATION OF PROPOSALS AND CLAIMS

A. Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow Engineer to evaluate the quotation.

B. On request, provide additional data to support time and cost computations:

1. Labor required.
2. Equipment required.
3. Products required.
   a. Recommended source of purchase and unit cost.
   b. Quantities required.
4. Taxes, insurance and bonds.
5. Credit for work deleted from Contract, similarly documented.
6. Overhead and profit.
7. Justification for any change in Contract Time.

C. Support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information.

1. Name of the Owner's authorized agent who ordered the work, and date of the order.
2. Dates and times work was performed, and by whom.
3. Time record, summary of hours worked, and hourly rates paid.
4. Receipts and invoices for:
   a. Equipment used, listing dates and times of use.
   b. Products used, listing of quantities.
   c. Subcontracts.

1.05 PREPARATION OF CHANGE ORDERS

A. Engineer will prepare each Change Order.

B. Form: Owner's Form, to be provided to the Contractor.

C. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.

D. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

1.06 LUMP SUM/FIXED PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:

1. Engineer's Proposal Request and contractor's responsive Proposal as mutually agreed between Owner and Contractor.
2. Contractor's Proposal for a change, as recommended by Engineer.

B. Owner and Engineer will sign and date the Change Order as authorization for the Contractor to proceed with the changes.

C. Contractor may sign and date the Change Order to indicate agreement with the terms therein.

1.07 UNIT PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:

1. Engineer's definition of the scope of the required changes.
2. Contractor's Proposal for a change, as recommended by Engineers.
3. Survey of completed work.

B. The amounts of the unit prices to be:

1. Those stated in the Agreement.
2. Those mutually agreed upon between Owner and Contractor.

C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:

1. Owner and Engineer will sign and date the Change Order as authorization for Contractor to proceed with the changes.
2. Contractor may sign and date the Change Order to indicate agreement with the terms therein.

D. When quantities of the items cannot be determined prior to start of the work:

1. Engineer or Owner will issue a construction change authorization directing Contractor to proceed with the change on the basis

of unit prices, and will cite the applicable unit prices.

2. At completion of the change, Engineer will determine the cost of such work based on the unit prices and quantities used.
   a. Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Contract Time.
3. Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
4. Owner and contractor will sign and date the change Order to indicate their agreement with the terms therein.

1.08 CORRELATION WITH CONTRACTOR'S SUBMITTALS

A. Periodically revise Schedule of Values and Application for Payment forms to record each change as a separate item of work, and to record the adjusted Contract Sum.

B. Periodically revise the Construction Schedule to reflect each change in Contract Time.

   1. Revise subschedules to show changes for other items of work affected by the changes.

C. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF SECTION

SECTION 01200

PROJECT MEETINGS

PART I - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Engineer shall schedule and administer pre-construction meeting, periodic progress meetings, and specially called meetings throughout progress of the work. At a minimum, he shall perform the following duties:

1) Prepare agenda for meetings.

2) Distribute written notice of each meeting four days in advance of meeting date.

3) Make physical arrangements for meetings.

4) Preside at meetings.

5) Record the minutes; include significant proceedings and decisions.

6) Reproduce and distribute copies of minutes within three days after each meeting.

(a) To participants in the meeting
(b) To parties affected by decisions made at the meeting

B. Representative of contractors, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

1.02 RELATED REQUIREMENTS

A. Instructions to Bidders: Pre-bid Conferences.

B. Section 01340: Shop Drawings, Product Data and Samples.

1.03 PRE-CONSTRUCTION MEETING

A. Schedule prior to issuance of Notice to Proceed.

B. Location: A central site, convenient for all parties, designated by the Engineer.

C. Attendance:
1) Owner's Representative.

2) Engineer and his professional consultants.

3) Resident Project Representative.

4) Contractor's Superintendent.

5) Major Subcontractors.

6) Major suppliers.

7) Others as appropriate.

D. Suggested Agenda:

1) Distribution and discussion of:

(a) List of major subcontractors and suppliers.
(b) Projected Construction Schedules.
(c) Values for progress payment purposes.

2) Critical work sequencing.

3) Major equipment deliveries and priorities.

4) Project Coordination:

(a) Designation of responsible personnel.

5) Procedures and processing of:

(a) Field decisions.
(b) Proposal requests.
(c) Submittals.
(d) Change Orders.
(e) Applications for Payment.

6) Adequacy of distribution of Contract Documents.

7) Procedures for maintaining Record Documents.

8) Use of premises:

(a) Office, work and storage areas.
(b) Owner’s requirements.

9) Construction facilities, controls and construction aids.

10) Temporary utilities.

11) Safety and first-aid procedures.

12) Security procedures.

13) Housekeeping procedures.

1.04 PROGRESS MEETINGS

A. Schedule regular monthly meetings.

B. Hold called meetings to review progress of the work.

C. Location of the meetings: As designated by the Engineer.

D. Attendance:

1) Engineer, and his professional consultants, as needed.
2) Contractor.
3) Subcontractors, as appropriate to the agenda.
4) Suppliers, as appropriate to the agenda.
5) Others.

E. Suggested Agenda:

1) Review, approval of minutes of previous meeting.

2) Review of work progress since previous meeting.

3) Field observations, problems, conflicts.

4) Problems which impede Construction Schedule.

5) Review of off-site fabrication, delivery schedules.

6) Corrective measures and procedures to regain projected schedule.

7) Revisions to Construction Schedule.

8) Progress, schedule, during succeeding work period.

9) Coordination of schedules.

10) Review submittal schedules; expedite as required.

11) Maintenance of quality standards.

12) Pending changes and substitutions.

13) Review proposed changes for:

(a) Effect on Construction Schedule and on completion date.
(b) Effect on other contracts of the project.

14) Other business.

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 REQUIREMENTS INCLUDED

Submit shop drawings, product data and samples required by Contract Documents.

1.02 RELATED REQUIREMENTS

A. Conditions of the Contract: Definitions and Additional responsibilities of parties.

B. Designate in a separate schedule, the dates for submission and the dates that reviewed shop drawings, product data and samples will be needed.

1.03 SHOP DRAWINGS

A. Drawings shall be presented in a clear and thorough manner.

1) Details shall be identified by reference to sheet and detail as shown on contract drawings.

B. Minimum sheet size: 8 1/2 inches by 11 inches.

1.04 PRODUCT DATA

A. Preparation

1) Clearly mark each copy to identify pertinent products or models.

2) Show performance characteristics and capacities.

3) Show dimensions and clearances required.

4) Show wiring or piping diagrams and controls.

B. Manufacturer's standard schematic drawings and diagrams.

1) Modify drawings and diagrams to delete information which is not applicable to the work.

2) Supplement standard information to provide information specifically applicable to the work.

1.05 SAMPLES

A. Office samples shall be of sufficient size and quantity to clearly illustrate:

1) Functional characteristics of the product, with integrally related parts and attachment devices.

2) Full range of color, texture and pattern.

1.06 CONTRACTOR RESPONSIBILITIES

A. Review shop drawings, product data and samples prior to submission.

B. Determine and verify:

1) Field measurements
2) Field construction criteria
3) Catalog numbers and similar data
4) Conformance with specifications
5) Confirm compatibility of equipment to be supplied within location to be erected.

C. Coordinate each submittal with requirements of the work and of the contract documents.

D. Notify the Engineer in writing, at time of submission, of any deviations in the submittals from requirements of the contract documents.

E. Begin no fabrication or work which requires submittals until return of submittals with Engineer approval.

1.07 SUBMISSION REQUIREMENTS

A. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the work or in the work of any other contractor.

B. Number of Submittals required:

1) Shop Drawings and Product Data: Submit one (1) set of reproducibles and two (2) sets of prints of each shop drawing submittal for review. After final review in which there are no exceptions noted or referenced the contractor shall furnish the Engineer four (4) complete sets for use by the Engineer and Owner.

2) Samples: Submit the number stated in each specification section.

C. Submittals shall contain:

1) The date of submission and the dates of any previous submissions.

2) The project title and number.

3) Contract identification.

4) The names of:

(a) Contractor
(b) Supplier
(c) Manufacturer

5) Identification of the product, with the specification section number.

6) Field dimensions, clearly identified as such.

7) Relation to adjacent or critical features of the work or materials.

8) Applicable standards, such as ASTM or Federal specification numbers.

9) Identification of deviations from Contract Documents.

10) Identification of revisions on resubmittals.

11) A blank space for Contractor and Engineer stamps.

12) Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of Contract Documents.

D. Submittals should be made using a Letter of Transmittal form clearly identifying the information above. Submittals received without this submittal form will be returned to the Contractor without action. Transmittals shall be numbered in sequence for each Section of the Specifications. The number after the dash indicates the Section of the Specifications, and the number before the dash is the sequence number of the transmittal (1-15100 would be the first transmittal applicable to Section 15100 of the Specifications. 2-15100 would be the second transmittal for Section 15100, etc.)

1.08 RESUBMISSION REQUIREMENTS

A. Make any corrections or changes in the submittals required by the Engineer and resubmit until no exceptions are taken by the Engineer.

B. Shop Drawings and Product Data:

1) Revise initial drawings or data, and resubmit as specified for the initial submittal.

2) Indicate any changes which have been made other than those requested by the Engineer.

C. Samples: Submit new samples as required for initial submittal.

1.09 DISTRIBUTION

A. Distribute reproductions of Shop Drawings and copies of Product Data which carry the Engineer review stamp to:

1) Job site file
2) Record Documents file
3) Other affected contractors
4) Subcontractors
5) Supplier or Fabricator

B. Distribute samples which carry the Engineer review stamp as directed by the Engineer.

1.10 ENGINEER DUTIES

A. Review submittals within 15 calendar days.

B. Affix review stamp and initials or signature, and indicate requirements, if any, for resubmittal.

C. Return submittals to Contractor.

1.11 ENGINEER'S ACTION

A. Final unrestricted release. Work may proceed, provided it complies with contract documents, when submittal is returned with the following:

Marking: No exceptions taken

B. Final-But-Restricted Release. Work may proceed, provided it complies with notations and corrections on submittal and with contract documents, when submittal is returned with the following:

Marking: Exceptions Noted.

C. Returned for Resubmittal. Do not proceed with work. Revise submittal in accordance with notations thereon, and resubmit without delay to obtain a different action marking. Do not allow submittals with the following marking (or unmarked submittals where a marking is required) to be used in connection with performance of the work:

Marking: Amend and Resubmit or
Rejected - See Remarks

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Special Provisions apply to this Section.

1.02 DESCRIPTION:

A. Work Included: Provide testing and inspecting, complete, as described in this Section and elsewhere in the Contract Documents. The Contractor shall select and pay for the testing laboratory.

B. Related Work:
   1. Requirements for testing may also be described in various Sections of these specifications.
   2. Contractor shall be responsible for making arrangements to have laboratory personnel available when tests are required and for obtaining concrete mix designs as required.
   3. Tests for items of construction work not specified in this section shall be in accordance with the testing requirements of the Louisiana Department of Transportation and Development (LDOTD) Standard Specifications for Roads and Bridges (2006 Edition).

1.03 QUALITY ASSURANCE

A. Provide the services of the testing laboratory. The testing laboratory shall be submitted to the Engineer for approval.

B. Laboratory to supply only technicians with a minimum of 12 months experience in the type of inspection or testing involved.

C. Technicians supplied by the Laboratory shall have obtained a copy of the plans and specifications and shall be thoroughly aware of their requirements.

D. Upon completion of each test and/or inspection, record and promptly distribute copies of test or inspection reports to the Civil Engineer, Geotechnical Engineer, Structural Engineer, Owner, to governmental agencies requiring submission of such reports, and to such other persons as directed by the Engineer.

1.04 COOPERATION OF THE CONTRACTOR

A. The Contractor shall cooperate with the laboratory and shall:
   1. Make available without cost samples of all materials to be tested in accordance with applicable standard specifications.
   2. Furnish such nominal labor and sheltered working space as is necessary for testing laboratory to obtain samples at the project site.
   3. Advise the laboratory of the identity of material sources and instruct the suppliers to allow tests or inspections by the laboratory.
   4. Notify the laboratory sufficiently in advance of operations to allow for completion of initial tests and assignment of inspection personnel.
   5. Notify the laboratory sufficiently in advance of cancellation of required testing operations. The Contractor shall be responsible for charges due to failure to notify if requirements for testing are canceled.

1.05 TEST METHODS

A. Tests and inspections shall be conducted in accordance with the technical provisions of the latest applicable ASTM, ACI, AASHTO, or LDOTD requirements.

B. Laboratory shall promptly notify Engineer and Contractor of any materials which are not in full conformance with the specifications.

PART 2 - TESTING

2.01 GRANULAR MATERIAL FOR TRENCH BACKFILL

A. Soil
   1. Tests to determine soil classification shall be conducted on all soils to be used on the project. Tests shall be performed for each 5,000 C.Y. of material.
   2. A moisture-density curve shall be determined for each material. A new curve shall be determined for each 5,000 C.Y. of material. Unless otherwise noted, moisture-density tests shall be performed according to ASTM or LDOTD specifications.
   3. Field density tests shall be made on the completed material and the thickness shall be measured. One density test and thickness measurement shall be made for each five hundred (500) linear feet of trench pavement.
   4. Field density for granular material shall be based on ASTM D1557. Minimum density shall be 95% of maximum dry density.

2.02 BASE AND SUB-BASE

A. Soil
   1. Tests to determine classification shall be conducted on all soils to be used as base or subbase on the project. Tests shall be performed for each 5,000 C.Y. of material.
   2. A moisture-density curve shall be determined for each material. A new curve shall

be determined for each 5,000 C.Y. of material. Unless otherwise noted, moisture-density tests shall be performed according to ASTM or LDOTD specifications.

3. Field density tests shall be made on the completed material and the thickness shall be measured. One density test shall be made for each five thousand (5000) square feet of pavement. The thickness of the material shall be measured at three points across the width of the pavement at each station where density tests are performed.
4. Field density for granular sub-base shall be based on ASTM D1557. Minimum density shall be 95% of maximum dry density.

B. Aggregate Base
1. A moisture-density curve shall be determined for each type of aggregate base material.
2. Field density tests and thickness measurements shall be made on each 5000 S.F. of completed base.
3. Field density test shall be based on ASTM D1557. Minimum density shall be 95% of maximum dry density.

2.03 CONCRETE REINFORCEMENT INSPECTING AND TESTING

A. Prior to use, test all reinforcement steel bars for compliance with the specified standards.
1. Material identified by mill test reports, and certified by the testing laboratory, does not require additional testing. Supplier shall furnish mill test reports to the testing laboratory for certification.
2. Tag identified steel at the supplier's shop. When steel arrives at the job site without such tags, test it as unidentified steel.

B. Unidentified Steel:
1. Have the testing laboratory select samples consisting of two pieces, each 18" long, of each size.
2. Have the testing laboratory make one tensile test and one bend test for each 2-½ tons or fraction thereof of each size of unidentified steel.

C. Provide continuous inspection for all welding of reinforcement steel.

D. Certification of all welders is required.

2.04 PORTLAND CEMENT CONCRETE

A. Mix Design
1. The laboratory shall be responsible for the design review of each specified mix.
2. The design shall be based on the desired strength and a statistical analysis provided by a qualified testing laboratory or by trial batches which will be performed by the designated laboratory. Both methods shall be in accordance with

and limited to the requirements set forth by the American Concrete Institute (ACI) 318-02 and Section 1.2.B.4 above.

3. If trial batches are required, sufficient time must be given to the laboratory to perform all tests that are required.
4. Regardless of what method is employed, the following tests are required prior to use on a given project:

   ASTM C-136 - Sieve Analysis for Fine and Coarse Aggregates.

   ASTM C-127 - Test Method for Specific Gravity & Absorption of Coarse Aggregate.

5. Certificates of Delivery which include test results shall be submitted by the concrete producer for cement and additives to the testing laboratory for review. These certificates must certify that the material conforms to the specifications.

B. Batch Plant
   1. Prior to initial start-up of concreting operations for the project the testing laboratory shall visit the concrete supplier's batch plant to determine if the operation substantially conforms to the requirements of ASTM C94. Any substandard conditions observed shall be immediately reported to the Engineer and the Contractor.
   2. Plant inspector is not required to be present at the plant during production. However, the Engineer may require an inspector to be provided periodically at his discretion.
   3. The plant must be approved prior to beginning production for a given project. This approval will be given by the Engineer and/or his representative. Conditions for approval shall include but not be limited to the following:

      a. ASTM C-94 (latest revision) Standard Specifications for Ready Mixed Concrete.
      b. Prior to and periodically during construction the laboratory shall sample and test aggregates proposed for use in concrete to determine their compliance with these specifications.

C. Pavement Inspection
   1. The laboratory shall provide a qualified technician at the job site during all times concrete is being placed. This technician shall be responsible to perform the required field tests and promptly notify the Contractor of any sub-standard materials or workmanship being incorporated in the Work.
   2. Samples of fresh concrete shall be gathered in accordance with ASTM C-172 (latest revision).
   3. Test for slump - ASTM C-143 (latest revision) and air content - ASTM C-173 or C-231 (latest revisions) if applicable, must be performed whenever test cylinders are taken, and more frequently when deemed necessary.

4. The concrete temperature shall be measured and recorded when each set of cylinders is molded.
5. Test cylinders shall be cast in accordance with ASTM C-31 (latest revision) as follows:

    i. Pavements: One set consisting of 4 cylinders shall be cast for each 50 cubic yards or fraction thereof. A minimum of 4 cylinders shall be cast per visit.
    ii. Curbs: One set of 4 cylinders shall be cast each day curbs are constructed.
    ii. Combination Curb & Gutters: One set of 4 cylinders shall be cast for each 25 cubic yards or any fraction thereof. A minimum of 4 cylinders shall be cast per visit.
6. Sample cylinders are to be tested in accordance with ASTM C-39 (latest revision) as follows:
    2 @ 7 days of age
    2 @ 28 days of age
7. During production, if any truck of ready mixed concrete fails to conform to specifications, the Laboratory will immediately notify the Contractor and the Engineer and this material shall not be incorporated in the work.
8. Re-tempering of concrete is not permitted.

D. Cores for Thickness Verification
1. Cores shall be taken by the Laboratory no later than 30 days after the conclusion of paving operations.
2. A minimum of one (1) core shall be obtained from each two thousand (2000) square feet of pavement.
3. A minimum of one (1) core for each 10,000 square feet of parking area.
4. Final locations of the cores shall be reported in a manner that is acceptable to the Architect.

E. Building Inspection
1. Obtain cylinders and test in accordance to ACI 301-10.
2. Observe the consistency of all concrete delivered to the site and in addition to 1 above make any and all additional tests which, in the opinion of the laboratory technician, are justified because of the consistency, uniformity, slump or appearance of the concrete.

F. Drainage & Utility Structures
1. Comply with the requirements of LDOTD

2.05 ASPHALTIC CONCRETE MIXTURES

A. Tests and Inspections:
1. The Contractor will be required to design the mixtures for optimum asphalt content and comply with all requirements of LDOTD designation TR 303,

Method A, however, Method B may be used when approved by the Engineer. Mixes which have been previously approved and are current within six months may be submitted for approval subject to the same criteria as required by TR 303, Method A.

2. The Job Mix Formula shall be submitted for approval to the designated Parish Testing Laboratory and the Engineer, supported by appropriate design data. No mixture shall be produced for the job until the Contractor's Job Mix formula has been approved by the Engineer. Approval or rejection of Job Mix Formula shall be accomplished within 7 days of submittal.
3. The Job Mix Formula will allow full range of gradation mix tolerances within the mix type specification limits.
4. The plant shall be so operated as to produce on a continuing basis a mixture conforming to the approved Job Mix Formula, the requirements in Table 1 of LDOTD Section 501 and other specifications requirements. When this is not the case, the Contractor shall begin making satisfactory adjustments or cease operations. The Engineer may permit the Contractor to submit a new Asphaltic Concrete Job Mix for approval.

B. Preliminary Tests

Prior to starting plant operations, the following materials will be sampled and/or tested by the Parish's designated Testing Laboratory:

1. Obtain LDOTD Certificates of Delivery covering asphalt cement in working tank. (Also to be obtained on a daily basis during production.)
2. Obtain the refinery test report covering chemical and physical properties of the asphalt cement.
3. Verify that the Anti-Stripping agent is included in the LDOTD Qualified Products List.
4. Other admixtures – LDOTD Qualified Products List.
5. Aggregates – Verify that the source of aggregates to be used is included in LDOTD Qualified Products List.
6. Sample the Contractor's fine sand. Test in accordance with AASHTO T-90 to determine if Pl is 4 or less. Visually inspect Contractor's stockpile to verify absence of clay balls and excessive clay coating.

C. Validation of the Job Mix Formula

1. For acceptance of the Job Mix Formula, the Contractor must include the following:
   a. Design Curves (LDOTD TR 303)
   b. Apparent Specific Gravity for each material employed and its source (LDOTD TR 301)
   c. Proposed Bin Proportions
   d. Proposed A.C. content (LDOTD TR 303)
   e. A single recommended gradation for each specified sieve size.
   f. % Crushed of Coarse Aggregate (if applicable).

2. The Job Mix Formula shall be validated during the first day's production or when enough mixture has been produced to have 4 Marshall Stability Tests and 2 Extraction Tests. In order for a Job Mix Formula to be validated, the test results must meet the requirements set for the by these specifications using design criteria for each specified mix.

D. Tests Conducted at the Asphalt Plant

Tests to be conducted on the hot mix material at the asphalt plant will be conducted by the Parish's Designated Testing Laboratory's technician. All tests will be conducted in accordance with LDOTD specifications. Test results shall conform to the properties in Table 1 of Section 501. A sampling plan will be utilized such that samples are taken and tested as follows:

1. 0 to 200 tons – Full sample is taken upon which the following tests are to be conducted:

   Temperature – Read to the nearest 5 degrees.

   Extraction

Extracted Gradation	TR-309
% Extracted Asphalt Cement	TR-308
% Crushed	TR-306

   Marshall Stability & Flow TR-305
   (Two briquettes are made.)

   Unit Weight, Voids & % V.F. A. TR-304

   Record Anti-Strip content from meters and scales.

2. 201 tons to 400 tons – Smaller sample is taken.

3. 401 tons to 600 tons – Full sample is taken. Conduct tests as described for 0 to 200 tons.

4. In excess of 600 tons – Smaller sample is taken. Conduct tests as descried for 201 to 400 tons.

E. Mix temperatures at the time of molding the briquettes shall be within 15 degrees Fahrenheit of the mix temperature at the time of sampling.

1. In addition to the above, the temperature of the mix is to be taken at least once per hour when the mix has been loaded into haul trucks and is ready to leave the plant.

2. If the test results during the production of a lot are outside the limits given in Table 1 of Section 501 of the Parish's Testing Laboratory, a representative shall immediately notify the Contractor's qualified technician.
3. When an individual test or the average of tests representing the lot is outside acceptance limits shown in Table 1 of LDOTD Section 501, an adjustment in unit price for the lot will be made in accordance with Table 2 of LDOTD Section 501.

F. Pavement Samples
1. The Contractor shall furnish samples at locations determined by the designated laboratory's roadway technician. These operations shall be witnessed by the laboratory roadway technician.

G. Pavement Density
1. The density requirements will be for the average of all cores for each lot per project, determined in accordance with LDOTD TR-304. Payment will be made in accordance wit Table 2 of LDOTD Section 501.
2. Samples that result in less than 1 ¼" thickness will not be tested for density.

H. Roadway and Parking Lot Inspection

Inspection of Asphaltic Concrete Work at the job site shall be performed by a qualified roadway technician furnished by the Testing Laboratory. His duties will include, but not be limited to, the following:
1. Record locations, tonnage, type of mix , lot number, and other pertinent data in his daily report.
2. Temperatures will be checked and recorded in accordance with these specifications during the production of each lot.
3. Observe the general operations of the Contractor to assure compliance with all requirements.
4. Observe and record the tack and prime coat operations. (Square yards covered, # of gallons used.)
5. Determine the location of cores to be taken by the Contractor for thickness and density.
6. Witness the drilling or cutting of the samples and deliver same to laboratory for further testing.
7. Witness the surface finish testing performed by the Contractor and report the findings of such testing.
8. Inspect all mix hauled to the roadway for any obvious deficiencies which may include uncoated aggregate, segregated mixtures, mixtures with lumps, mix not of the proper temperature, excessive moisture, color and general appearance of the mixtures. Any loads found deficient shall be brought to the attention of the Contractor and rejected. Also no trucks will be accepted without a haul ticket.
9. Observe weather conditions and advise the Contractor of weather limitations when they apply.

10. Check actual yield of mixture during production to assure proper mat thickness. The Contractor should be advised of improper thickness and corrections shall be made.

2.06 WATER DISTRIBUTION

A. Hydrostatic pressure and leakage tests will be performed by the Contractor in the presence of the testing laboratory technician and the agencies having jurisdiction over the work. The testing laboratory shall issue a report stating the results of the tests and confirming that the water distribution system meets or does not meet the requirements of this Specification. Test pressure shall be 150 psi for two hours with an allowable leakage of 11.7 gallons per day per mile per inch diameter (11.7 gpd/mi/inØ). The testing laboratory shall witness the test and shall issue a written report.

B. After the pressure and leakage tests have been satisfactorily completed, the Contractor shall remove all hydrant caps (hose nozzle and pumper nozzle caps) and grease the nozzle threads. Then the hydrant caps shall be replaced and the main hydrant valves shall be fully opened. The hydrants shall be tested for leakage in this manner with the system pressure on the mains. Each hydrant will be required to withstand this test without leakage. The testing laboratory shall witness the test and shall issue a written report.

2.07 DISINFECTION OF WATER MAINS

A. The interior of all pipe, fittings, and other accessories shall be kept as free as possible from dirt and foreign matter at all times.

B. The main shall be flushed, prior to chlorination, as thoroughly as possible with the water pressure and outlets available. Flushing shall be done after the outlets available. Flushing shall be done after the pressure test has been made. No hydrant is installed at the end of the main; a tap shall be provided large enough to develop a velocity in the main of at least 2.5 feet per second.

C. Before being placed in service, all new mains and repaired portions of, or extension to existing mains shall be chlorinated so that a chlorine residual of not less than 25 PPM remains in the water after twenty-four (24) hours standing in the pipe. Chlorination will be performed by the Contractor.

D. The Contractor must comply with the requirements of the agencies having jurisdiction over the work, unless indicated otherwise on the plans and specifications, prior to acceptance of the water main. All tests shall comply with requirements of the Louisiana Department of Health and Hospitals. The testing laboratory shall witness the test and shall issue a written report.

2.08 STORMWATER COLLECTION SYSTEM

A. All lines shall be “LAMPED” between manholes. Contractor shall provide personnel and equipment and assist testing laboratory and Engineer. Equipment furnished shall be mirrors and battery operated lights.
B. The full cross section shall be visible when lamped between manholes. The sewer shall be true to line and grade, clean, have no cracked or broken pipes or defective joints. A written report shall be issued.

2.09 WASTEWATER COLLECTION SYSTEM

A. All sewer pipes shall undergo a Deflection (Mandrel) Test no sooner than 30 days after final backfill has been performed. The Contractor shall release the Testing Laboratory to proceed with the deflection test by use of a GO - NO GO mandrel to assure that a deflection not to exceed 5% has been achieved. The mandrel, one for each size of pipe tested, shall be a nine-arm type, with proving ring, sized a 5% less than the ASTM dimension for the pipe tested.

B. The allowable leakage under the exterior ground water pressure shall not exceed zero (0) gallons per day per mile of pipe per inch diameter per 24 hours. In conducting the test, the system can be tested in its entirety or broken down into connecting mains. In determining the length of section tested, manholes, junction boxes, etc. will be added in as pipe length and not considered separately.

2.10 STRUCTURAL STEEL

A. General: Provide shop and field inspection and testing services to certify structural steel work is done in accordance with contract documents. Welding shall conform to AWS D1.1 Structural Welding Code.

B. Prefabrication Inspection:
   1. Review design and shop detail drawings for size, length, type and location of all welds to be made.
   2. Approve welding procedure qualifications either by pre-qualification or by witnessing qualifications tests.
   3. Approve welder qualifications by certification or retesting.
   4. Approve procedure for control of distortion and shrinkage stresses.
   5. Approve procedures for welding in accordance with applicable sections of AWS D1.1.

C. Fabrication and Erection:
   1. Weld Inspection:
      a. Inspect welding equipment for capacity, maintenance and working condition.
      b. Verify specified electrodes and handling and storage of electrodes in accordance with AWS D1.1.
      c. Inspect preparation and assembly of materials to be welded for

conformance with AWS D1.1.

d. Inspect preheating and interpass temperatures for conformance with AWS D1.1.

e. Measure 25 percent of fillet welds.

f. Welding Magnetic Particle Testing: Test in accordance with ASTM E709 for a minimum of:

1) 20 percent of al shear plate fillet welds at random, final pass only.

2) 20 percent of al continuity plate and bracing gusset plate fillet welds, at random, final pass only.

3) 100 percent of tension member fillet welds (i.e., hanger connection plates and other similar connections) for root and final passes.

4) 20 percent of length of built-up column member partial penetration and fillet welds at random for root and final passes.

5) 100 percent of length of built-up girder member partial penetration and fillet welds for root and final passes.

g. Welding Ultrasonic Testing: Test in accordance with ASTM E164 and AWS D1.1 for 100 percent of all full penetration welds, braced and moment frame column splices, and a minimum of 20 percent of all other partial penetration column splices, at random.

h. Welding Radiographic Testing: Test in accordance with ASTM E94, and AWS D1.1 for 5 percent of all full penetration welds at random.

i. Verify that correction of rejected welds is made in accordance with AWS D1.1.

j. Testing and inspection do not relieve the Contractor of the responsibility for providing materials and fabrication procedures in compliance with the specified requirements.

2. Bolt Inspection:

a. Inspect all high-strength bolted connections in accordance with AISC Specification for Structural Joints Using ASTM A325 or A490 bolts.

b. Slip-Critical connections: Inspect a minimum of three (3) bolts, selected at random, in each connection in accordance wit AISC Specification for Structural Joints Using ASTM A325 or A490 bolts. Inspect all bolts in connection when one or more bolts are rejected.

c. Fully Pre-Tensioned Connections: Inspect 10 percent of bolts, not less than 2 bolts, selected at random in 25 percent of connections in accordance with AISC Specification for Structural Joints Using ASTM A325 or A490 Bolts. Inspect all bolts in connection when one or more bolts are rejected.

d. Bolts installed by turn-of-nut tightening may be inspected with calibrated wrench when visual inspection was not performed during tightening.

e. Snug Tight Connections: Inspect 10 percent of connections verifying that piles of connected elements have been brought into snug contact.

f. Inspect field erected assemblies; verify locations of structural steel for plumbness, level, and alignment.

D. Submit inspection reports, record of welders and their certification, and identification, and instances of noncompliance to Engineer.

2.11 STEEL DECKING

A. Provide field inspection of welds of metal deck to the supporting steel, and testing services to insure steel decking has been installed in accordance with contract documents and manufacturer's requirements.

B. Qualification of Field Welding: Qualify welding processes and welding operators in accordance with "Welder Qualification" procedures of AWS D1.1. Refer to the "Plug Weld Qualification Procedure" I Part 3 "Field Quality Control."

C. Submit inspection reports, certification, and instances of noncompliance to Engineer.

2.12 SHEAR CONNECTOR STUDS

A. Provide field inspection and testing services required by AWS D.1 to insure shear connector studs have been installed in accordance with contract documents.

B. Tests: Test 20 percent of headed studs for fastening strength in accordance with AWS D1.1.

C. Submit inspection reports, certification, and instances of noncompliance to Resident Engineer.

2.13 FOUNDATIONS PILES

A. Review fabrication records supplied by contractor and provide report of findings to Engineer.

C. For treated timber piles, review pile treatment records and provide report of findings to Engineer.

D. For composite timber - steel shell - concrete piles, inspect steel shells after installation for tears, damage, or water intrusion. Correct as necessary. Visually inspect and obtain samples of concrete being placed in steel shells. Test concrete samples for compressive strength in accordance with requirements described elsewhere in these specifications.

E. Measure lengths of piles delivered to jobsite. Record findings and provide to Engineer.

F. Provide a numbered pile plan showing location of all piles to be driven. Use designations on this plan to report information on each pile driven.

G. Log and record the driving of all piles. Generally for upper half of pile, record blows counted for every five (5) feet. For remainder of pile, record blows per foot. Show information regarding any deviations in conditions, driving equipment, driving

procedures, or other changed information.

H. Drive five (5) probe piles on site at locations approved by Engineer.

I. Conduct a pile load test on one (1) pile at a location approved by Engineer. The pile shall not be loaded and tested until it has been in placed for a minimum of fourteen (14) days. Provide and install reaction piles, frames, beam, anchors, tiedowns, and any other apparatus required for test. Test shall be a load to failure test conducted in accordance with ASTM D1143.

2.14 TEST PILES

A. The Contract Drawings and other sections of these specifications indicate the required type of piling, the required bearing value, the minimum penetration and the estimated pile tip elevation. Estimated tip elevations are approximate, based upon subsurface explorations, and are given only to show the basis for the Contractor's Bid Proposal.

B. Contractor shall order and drive the test piles. Install piles in accordance with requirements shown on the Contract Drawings and in applicable sections of specifications.

C. From the test pile data and behavior and the subsurface exploration data, the Engineer will determine the penetration required. The Engineer may also determine the required penetration based upon settlement criteria or any other factors which in the opinion of the Engineer are applicable to the work. Submit the final data to the Engineer for evaluation.

D. Install test piles and reaction piles, of the same type and kind as permanent piles, if possible. Locations must be approved by Engineer.

E. Test piles which pass the load test in an undamaged condition, may be utilized as permanent piles in the work. Reaction piles which were used to perform the pile load test may be utilized as permanent piles in the work, provided they are not damaged, they are in appropriate design locations, and they have not heaved.

F. Either extract damaged test pile sand reaction piles and remove from the site, or cut them off 3 feet below any structure to be installed above piles.

G. Comply with ASTM D1143 for pile load test apparatus, for applying load and measuring movements, and for standard measuring procedures. Perform loading procedures as follows:
   1. Apply the load in load increments of 10% of the design load to the design load. Maintain load for a minimum of thirty (30) minutes. Continue load in increments of 5% to a maximum of 200 % of design load or failure, whichever occurs first. Maintain loads for a minimum of sixty (60) minutes.
   2. Measure the settlement and rebound of the test pile to the nearest 0.01 inch.

H. Do not subject reaction piles which are to become permanent piles to uplift loads greater than 50 percent of the required allowable capacity. Test reaction piles in accordance with ASTM D3689.

I. Allowable capacity of the test pile shall be defined as 50% of the failure load. The failure load shall be defined as the load that produces a movement of the pile but (S_f) equal to:

$$S_f = S + (0.15 + 0.008D)$$

Where
S_f = Settlement at failure in inches
D = Pile diameter or width in inches
S = Elastic deformation of total unsupported pile length in inches

J. The Design Engineer may require additional load tests in the event that the behavior of the test pile or any other pile shows any peculiarity, erratic action, or otherwise causes suspicion as to the reliability of the safe bearing capacity.

K. Immediately following completion of load testing, submit two copies of the test report for each test pile to the Engineer. Include in the test report the data required by ASTM D1143.

2.15 VIBRATION MONITORING

A. Vibration monitoring shall be performed on the project when mechanized equipment, haul trucks, ready mix concrete trucks or any other heavy equipment is in use on the site. The number and placement of monitors to be used for each activity or condition shall be as directed by the testing laboratory. Monitoring equipment shall directly measure particle velocity (rate of ground movement) in three mutually perpendicular directions (longitudinal, transverse and vertical) and be capable of recording the vector sum of these three measurements to an accuracy of 0.01 in./sec. In addition, the monitoring equipment shall be capable of producing a continuous written record of all measurements taken. A daily report will be furnished to the Engineer including, at a minimum, a monitoring location plan, all recorded data and a narrative of construction activities, which is referenced to the recorded data.

B. The Contractor shall advise the Owner's field representative at least twenty-four (24) hours in advance of starting any new construction related activity (or if site conditions change) and arrange for proper vibration monitoring for this activity and/or condition.

C. If, at any time, a reading of 0.20 inches per second is recorded by any monitor in any direction, the laboratory technician shall notify the Contractor and the Owner's field representative immediately. The Contractor shall record the activity and location causing the reading.

D. If, at any time, a reading of 0.25 inches per second or greater is recorded by any monitor in any direction, the laboratory technician shall notify the Contractor and the Owner's field representative immediately and the affecting construction activity shall be suspended. The Contractor shall propose to the Owner corrective measures for the affecting construction activity to ensure the vibration limits will not be exceeded. Upon approval by the Engineer, the modified construction activity may resume. Repair of any damage caused by vibrations above safe limits as specified herein shall be the full responsibility of the Contractor.

PART 3 - PAYMENT

3.1 PAYMENT FOR TESTING

A. Unless stated otherwise in the special provisions, or on the Proposal, the Contractor shall select and pay for all testing and inspection required by these specifications and any additional testing required by governmental agencies having jurisdiction over the work.

B. There shall be no direct payment for work described in this Section. Include price for work in appropriate items on Construction Proposal.

END OF SECTION

SECTION 01505

MOBILIZATION

PART I - GENERAL

Under this item of work, the Contractor shall set up his necessary general plant including shops, storage areas, temporary facilities and all as required for the proper performance and completion of the work. The Contractor shall provide all items of work covered in this section which shall include but not be limited to the following principal items:

1. Moving on the site of all Contractor's plant and equipment required for first month operations.

2. Installing temporary construction power, wiring, and lighting facilities.

3. Establishing fire protection system.

4. Developing construction water supply.

5. Providing on-site sanitary facilities and potable water facilities as specified.

6. Arranging for and erection of Contractor's work and storage yard.

7. Procurement and submittal of all required subcontractor insurance certificates and bonds.

8. Obtaining all required permits.

9. Posting all OSHA required notices and other information as required by Federal, State and Local Agencies. Establishment of safety programs.

10. Have the contractor's superintendent at the job site full time.

11. Have provided a detailed construction schedule acceptable to the Owner for project use as specified.

12. Erection of project sign(s) as specified.

13. Excavation Plan.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01530

PROTECTION OF EXISTING FACILITIES AND PROPERTY

PART 1 - GENERAL

1.01 DESCRIPTION

The Contractor shall protect all existing utilities, structures, and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements specified herein, and in accordance with the requirements of the Contract Documents.

1.02 CARE AND PROTECTION OF PROPERTY

A. The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the Engineer.

B. Along the location of this Work all fences, walks, brushes, trees, shrubbery, and other physical features shall be protected and restored in a thoroughly workmanlike manner. Fences and other features removed by the Contractor shall be replaced in the location indicated by the Engineer as soon as conditions permit. All grass areas beyond the limits of construction which have been damaged by the Contractor shall be regraded and sodded.

C. Trees close to the Work shall be boxed or otherwise protected against injury. The Contractor shall trim all branches that are liable to damage because of his operations, but in no case shall any tree be cut or removed without prior notification of the Engineer. All injuries to bark, trunk, limbs, and roots of trees shall be repaired by dressing, cutting, and painting according to approved methods, using only approved tools and materials.

D. The protection, removal, and replacement of existing physical features along the line of work shall be a part of the work under the Contract, and all costs in connection therewith shall be included in the unit and/or lump sum prices established under the items in the Proposal.

1.03 OPEN EXCAVATIONS

All open excavations shall be adequately safeguarded by providing temporary barricades, cautions signs, lights, and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen.

1.04 UTILITY EXPLORATION

A. Test pits for the purpose of locating underground pipelines or structures in advance of the construction shall be excavated and backfilled by the Contractor prior to commencement of construction. Test pits shall be backfilled immediately after their purpose has been satisfied and the surface restored and maintained in a manner satisfactory to the Engineer.

B. The Contractor shall determine the exact locations and depths of all utilities indicated on the drawings. In addition to those indicated, the Contractor shall make exploratory excavations of all utilities. All such exploratory excavations shall be performed as soon as practicable after award of contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's work. When such exploratory excavations show the utility location as indicated on the drawings to be in error, the Contractor shall so notify the Engineer. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment of the utility.

C. The locations of underground and other nonvisible utilities shown have been determined from data either furnished by the agencies controlling such data and/or extracted from records made available by agencies controlling such records. Where found, the surface features of locations are shown. The actual nonvisible locations may vary from those shown. Each agency should be contacted relative to the precise location of its underground installation prior to any reliance upon the accuracy of such location shown. Prior to excavating, the Contractor shall call Louisiana One Call (1-800-272-3020) to mark the construction area.

1.05 RIGHTS-OF-WAY

A. The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall the Contractor enter upon the rights-of-way involved until the Contractor has secured authority therefore from the proper party. After authority has been obtained, the Contractor shall give said party due notice of his intention, and shall give said party convenient access to every facility for removing, shoring, supporting,

or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing same. When 2 or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that on another, the Owner shall decide which Contractor shall progress at the same time, and in what manner. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the Owner to the Contractor so desiring, to the extent, amount, in the manner, and at the times permitted. No such decision as to the method or time of conducting the work or the use of territory shall be made the basis of any claim for delay or damage, except as provided for temporary suspension of the work in Article 15, of the General Conditions of the Contract.

B. The Contractor shall be aware that his work will be performed adjacent to private property. The Contractor shall notify all property owners adjacent to and along the route once at the award of the contract and once at least 48 hours in advance of construction by means of either a printed circular or form letter of the general details of the construction. The letter shall also include names and telephone numbers for key project personnel so that property owners can report problems. These contact telephone numbers shall be given so that appropriate personnel can be contacted 24 hours a day, seven days a week.

C. The Contractor shall not enter or occupy private land outside of easements, except by permission of the Owner.

1.06 PROTECTION OF STREET OR ROADWAY MARKERS AND TRAFFIC SIGNS

The Contractor shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. It shall be the Contractor's responsibility to notify the proper representatives of the Owner of the time and location that work will be done. Such notification shall be sufficiently in advance of construction so that there will be no delay due to waiting for survey points to be satisfactorily referenced for restoration. All survey markers or points disturbed, without proper authorization by the Engineer, will be accurately restored at the Contractors expense. All traffic signs shall be restored to the original condition and location at the Contractors expense.

1.07 NOTIFICATION BY THE CONTRACTOR

Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipeline; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way the Contractor shall notify the respective authorities representing the owners or

agencies responsible for such facilities five (5) working days prior to excavation so that a representative of said owners or agencies can be present during such work if they so desire. The Contractor shall request that each utility Owner mark (or stakeout) in the field the location of existing facilities.

1.08 CONFLICTS WITH OTHER UTILITIES

A. At various locations along the project, the proposed pipeline may closely parallel or cross existing gas lines, buried telephone cables or ducts or other utilities.

B. It shall be the Contractors responsibility to give the appropriate utility company sufficient advance notice so that their representatives may verify the utility location on the job site when trenching operations begin. The Contractor shall coordinate and cooperate with these utilities to insure that no damages occur which would cause interruption of their services.

C. All temporary support, or minor adjustment which does not require replacement or direct by-pass connections to these existing services (such as all direct-buried telephone cables or two-inch and smaller gas lines) will be the responsibility of the Contractor.

D. The Owner will not be responsible for any delay or inconvenience to the Contractor resulting from the existence, removal or adjustment of any utility. Additional costs incurred as a result therefore shall be the expense of the Contractor, and considered as included in the contract bid.

E. Maintenance of Drainage. Contractor shall be responsible for maintenance of existing drainage patterns by temporary ditches, culverts, etc. All existing drainage facilities shall be returned to original condition prior to completion of contract.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 EXISTING UTILITIES AND IMPROVEMENTS

A. General:

The Contractor shall protect all utilities and other improvements which may be impaired during construction operations. It shall be the Contractors responsibility to ascertain the actual location of all existing utilities and other improvements indicated on the drawings that will be encountered in his construction operations and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be directed by the Engineer.

B. Owner's Right of Access:

The right is reserved to the Owner and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the work of this Contract.

C. Known Utilities:

Existing utility lines that are shown on the drawings or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired by the Contractor at his expense.

D. Unknown Utilities:

The Contractor is required to use care in preparing excavations and shall conduct Utility Explorations including utility excavations and field investigations to assess the layout of subsurface facilities at each excavation site prior to the commencement of work. The Contractor shall uncover subsurface obstructions in advance of construction so that existing subsurface facilities may be identified before the work reaches the obstruction. The Contractor shall proceed at all times with caution while excavating.

E. Should the Contractor encounter subsurface and/or latent conditions at the site substantially different from those shown on the Drawings or indicated in the Specifications, he shall immediately give notification to the Engineer of such conditions. The Engineer shall thereon promptly investigate the conditions and if he finds that they are substantially different from those shown

on the Plans or Specifications, he shall make such changes in the Plans and/or Specifications as he may find necessary. Any increase or decrease in the cost resulting from these changes when appropriate shall be adjusted under the applicable provisions of the contract documents.

F. Utilities to be Removed:

When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the Utility Owner and the Engineer a sufficient time in advance for the necessary measures to be taken to prevent interruption of the service.

G. Approval of Repairs:

All repairs to a damaged improvement shall be inspected and approved by an authorized representative of the improvement owner before being concealed by backfill or other work.

H. Relocation of Utilities:

Where the proper completion of the work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is shown on the drawings, the Contractor shall at his own expense and with prior approval from the Owner of the utility, remove and, without, unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the Owner of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal. In the event that the Utility Owner prefers its personnel to perform the above described work, the Contractor shall fully reimburse said utility Owner for any costs associated with such work.

I. Maintaining in Service:

All oil and gasoline pipelines, power, and telephone or other communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the work shall be maintained continuously in service during all the operations under the Contract, unless other arrangements are made satisfactory to the Owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole or wire or cable. The Contractor shall be responsible for and shall make good all damage due to its operations, and the provisions of this Section shall not

be abated even in- the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

3.02 SUBSURFACE OBSTRUCTIONS

A. The Contractor shall field determine the depth and location of existing utilities before pipeline trench and associated excavations are begun. Utility locations indicated on the plans were obtained from the records available, but have not been field verified, nor have depths been measured or observed. The Contractor shall submit descriptions, depths and locations of subsurface obstructions to the Engineer for review at the time. it is determined that obstructions exist before or after excavation.

B. In excavation, backfilling, and in laying pipe, care shall be taken not to remove, disturb, or injure existing pipes, conduits or structures. If necessary, the Contractor at his own expense, shall sling, shoreup, and maintain such structures in operation.

C. The Contractor shall obtain the permission of and give sufficient notice to the proper authorities of their intention to remove or disturb any pipe, conduit, etc., and shall abide by their regulations governing such work.

D. In the event that subsurface structures are broken or damaged in the prosecution of the Work, the Contractor shall immediately notify the proper authorities and the Engineer, and at the option of said authority, either repair the damage at once at his own expense, or pay the proper charges for repairing said damage. Repairs shall be made to the satisfaction of the Owner. The Contractor shall be responsible for any damage to, persons or property caused by such breaks, or due to his own neglect in reporting and/or repairing such damages.

3.03 TREES AND SHRUBS WITHIN RIGHTS-OF-WAY AND PROJECT LIMITS

A. General:

The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and within or outside the project limits, and shall not trim, remove or relocate any trees unless such trees have been approved for trimming, removal or relocation by the Engineer and the jurisdictional agency or Owner. All existing trees and shrubs which are damaged during construction shall be trimmed, replaced, or relocated by a certified tree company under permit from the jurisdictional Agency or Owner. Tree trimming, replacement, and relocation shall be accomplished in accordance with the following paragraphs. The cost of such work shall be considered incidental to the construction of the facilities proposed and no direct payment will be made.

B. Preserve:

Contractor shall take extra measures to protect trees designated to be preserved, such as erecting barricades, trimming to prevent damage from construction equipment, and installing pipe and other Work by means of hand excavation or tunneling methods. Such trees shall not be endangered by stockpiling excavated material or storing equipment against trunk.

C. Trimming:

Symmetry of the tree and shrubs shall be preserved; no stubs or splices or tom branches left; clean cuts shall be made close to trunk or large branch. Spikes shall not be used for climbing live trees. All cuts over 1-1/2 inches in diameter shall be coated with an asphaltic emulsion material.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Material and equipment incorporated into the work:

1) Conform to applicable specifications and standards.

2) Comply with size, make, type and quality specified, or as specifically approved, in writing, by the Engineer.

3) Manufactured and Fabricated Products:

(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.

4) Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 RELATED REQUIREMENTS

A. Conditions of the Contract
B. Section 01010: Summary of Work
C. Section 01340: Shop Drawings, Product Data and Samples
D. Section 01710: Cleaning
E. Section 01730: Operating and Maintenance Data

1.03 REUSE OF EXISTING MATERIAL

Except as specifically indicated or specified, materials and equipment removed from the existing structure shall not be used in the completed work.

1.04 MANUFACTURER'S INSTRUCTIONS

A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to the Engineer.

   1) Maintain one set of complete instructions at the job site during installation and until completion.

B. Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.

   1) Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.

   2) Do not proceed with work without clear instructions.

C. Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.05 TRANSPORTATION AND HANDLING

A. Arrange deliveries of products in accord with construction schedules; coordinate to avoid conflict with work and conditions at the site.

   1) Deliver products in undamaged condition, in manufacturer’s original containers or packaging, with identifying labels intact and legible.

   2) Immediately upon delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.

B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.06 STORAGE AND PROTECTION

A. Store products in accord with manufacturer's instructions, with seals and labels intact and legible.

   1) Store products subject to damage by the elements in weathertight enclosure.

2) Maintain temperature and humidity within the ranges required by manufacturer's instructions.

B. Exterior Storage

1) Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.

2) Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter and entrance to drainage systems.

C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.

D. Protection after Installation

1) Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove when no longer needed.

1.07 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List

1) Within 30 days after contract date, submit to the Engineer a complete list of major products proposed to be used, with the name of the manufacturer, supplier, and the installing subcontractor.

B. Contractor's Options

1) For products specified only by reference standard, select any product meeting that standard.

2) For products specified by naming several products or manufacturers, select any one of the products or manufacturers named, which complies with the specifications.

3) For products specified by naming one or more products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any product or manufacturer not specifically named.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

Comply with requirements stated in Conditions of the Contract and in specifications for administrative procedures in closing out the work.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Conditions of the Contract. Fiscal provisions, legal submittals and additional administrative requirements.

B. Section 01710: Cleaning.

C. Section 01720: Project Record Documents.

D. Section 01730: Operating and Maintenance Data.

E. Section 01740: Warranties and Bonds.

1.03 SUBSTANTIAL COMPLETION

A. When the Contractor considers the work is substantially complete, he shall submit to the Engineer:

1) A written notice that the work, or designated portion thereof, is substantially complete.

2) A list of items to be completed or corrected.

B. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.

C. Should the Engineer determine that the work is not substantially complete:

1) The Engineer will promptly notify the Contractor, in writing, giving the reasons therefore.

2) The Contractor shall remedy the deficiencies in the work, and send a second written notice of substantial completion to the Engineer.

3) The Engineer will reinspect the work.

D. When the Engineer finds that the work is substantially complete, he will:

1) Prepare and deliver to the Owner a tentative Certificate of Substantial Completion on the appropriate parish form with - a tentative list of items to be completed or corrected before final payment.

2) After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the work substantially complete, he will execute and deliver to the Owner and the contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

1.04 FINAL INSPECTION

A. When Contractor considers the work is complete, he shall submit written certification that:

1) Contract Documents have been reviewed.

2) Work has been inspected for compliance with Contract Documents.

3) Work has been completed in accordance with Contract Documents.

4) Equipment and systems have been tested in the presence of the Owner's representative and are operational.

5) Work is completed and ready for final inspection.

B. Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

C. Should Engineer consider that the work is incomplete or defective:

1) Engineer will promptly notify the contractor, in writing, listing the incomplete or defective work.

2) Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to Engineer that the work is complete.

3) Engineer will reinspect the work.

D. When the Engineer finds that the work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

1.05 REINSPECTION FEES

A. Should the Engineer perform reinspections due to failure of the work to comply with the claims of status of completion made by the Contractor:

1) Owner will compensate Engineer for such additional services.
2) Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the Engineer.

B. Statement shall reflect all adjustments to the Contract Sum:

1) The original Contract Sum.

2) Additions and deductions resulting from:
(a) Previous Change Orders
(b) Unit Prices
(c) Penalties and Bonuses
(d) Deductions for liquidated damages
(e) Deductions for reinspection payments
(f) Other adjustments

3) Total Contract Sum, as adjusted.

4) Previous payments.

5) Sum remaining due.

C Engineer will prepare a final Change order, reflecting approved adjustments to the contract sum which are not previously made by change orders.

1.07 FINAL APPLICATION FOR PAYMENT

Contractor shall submit the final application for payment in accordance with procedures and requirements stated in the Conditions of the Contract.

1.08 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

A. Project Record Documents.

B. Warranties and Bonds.

C. Evidence of Payment and Release of Liens: To requirements of General and Supplementary conditions.

D. Certificates of Insurance for Products and Completed operations.

E. As-Built Drawings.

F. Maintenance Manuals.

G. Contractor will remain responsible for the completion of all specifications herein until the Engineer has accepted the closeout documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01710

CLEANING

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

Execute cleaning, during progress of the work, and at completion of the work, as required by General conditions.

1.02 RELATED REQUIREMENTS

A. Conditions of the Contract.

B. Each Specification Section: Cleaning for specific products or work.

1.03 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

A. Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

B. Provide on-site containers for the collection of waste materials, debris and rubbish.

C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

A. Employ skilled, workmen for final cleaning.

B. Rake the surfaces of the grounds clean.

C. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed exterior surfaces, and all work areas, to verify that the entire work is clean.

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

The Contractor shall maintain at the site for the Owner's permanent records one copy of:

1. Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other Modifications to the Contract.
5. Engineer Field Orders or Written Instructions.
6. Approved Shop Drawings, Product Data.
7. Field Test Records.
8. Construction Photographs.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 01340: Shop Drawings, Product Data and Samples.

B. Section 01700: Contract Closeout.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. The Contractor shall store documents and samples in Contractor's field office apart from documents used for construction.

B. The Contractor shall provide files and racks for storage of documents.

C. The Contractor shall maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

D. The Contractor shall make documents and samples available at all times for inspection by the Engineer and Owner.

3.02 MARKING-UP RECORD DRAWINGS

The Contractor shall mark with red erasable pencil and, where necessary, use other pencil colors, as required.

3.03 RECORDING

A. Label each document (including record prints and shop drawings) "PROJECT RECORD" in neat large printed letters.

B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

C. Drawings. Legibly mark field drawings to record actual construction:

1. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.

2. Field changes of dimensions and details.

3. Changes made by change order.

4. Details not on original Contract Drawings.

D. Specifications and Addenda. The Contractor shall legibly mark 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 Field Order or by Change Order.

3.04 SUBMITTALS

A. At Contract close-out deliver record documents to the Engineer including marked-up drawings, as-built survey, specifications, addenda, change orders and other modifications to contract; Engineers field orders and written instructions, approved shop drawings, product data, field test records and any other documents which serve as a record of actual field installation and construction different from the original contract documents. Engineer will submit them to Owner.

B. Accompany submittals with transmittal letters in duplicates containing:

1. Date
2. Project title and number
3. Contractor's name and address
4. Title and number of each Record Document
5. Signature of Contractor or his authorized representative

END OF SECTION

SECTION 01730

OPERATING AND MAINTENANCE DATA

PART I - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under contract. Prepare operating and maintenance data as specified in this section and as referenced in other pertinent sections of the specifications.

B. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.

1.02 RELATED REQUIREMENTS

A. Section 01340: Shop Drawings, Product Data and Samples.

B. Section 01700: Contract Closeout.

C. Section 01740: Warranties and Bonds.

1.03 FORM OF SUBMITTALS

A. Prepare data in form of an instructional manual for use by Owner’s personnel.

B. Format:

1. Size: 8 1/2" X 11".
2. Paper: 20 pound minimum, white, for typed pages.
3. Text: Manufacturer's printed data, or neatly typewritten.
4. Drawings:
   a. Provide reinforced punched binder tab, bind in with text.
   b. Fold larger drawings to size of text pages.
5. Provide fly-leaf for each separate product or each piece of operating equipment.
   a. Provide typed description of product and major component parts of equipment.
   b. Provide indexed tabs:
6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS".
   List:
   a. Title of project.
   b. Identity of separate structure as applicable.

c. Identity of general subject matter covered in the manual.

C. Binders:

1. Commercial quality 3-ring binders with durable and cleanable plastic covers.
2. Maximum ring size: 1”
3. When multiple binders are used, correlate the data into related consistent groupings.

1.04 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit five (5) copies of complete manual in final form.

B. Content, for each unit of equipment and system, as appropriate:

1. Description of unit and component parts.

   a. Function, normal operating characteristics, and limiting conditions.

   b. Performance curves, engineering data and tests.

   c. Complete nomenclature and commercial number of replaceable parts, which are cross-referenced with manufacturer's parts list.

2. Operating procedures:
   a. Start-up, break-in, routine and normal operating instructions.
   b. Regulation, control, stopping, shutdown and emergency instructions.
   c. Summer and winter operating instructions (if applicable).
   d. Special operating instructions.

3. Maintenance Procedures:
   a. Routine operations.
   b. Guide to "trouble-shooting".
   c. Disassemble, repair and reassemble.
   d. Alignment, adjusting and checking.

4. Servicing and lubrication schedule.
   a. List of lubricants required.

5. Manufacturer's printed operating and maintenance instructions.

6. Description of sequence of operation by control manufacturer.

7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
   a. Predicted life of parts subject to wear.
   b. Items recommended to be stocked as spare parts.

8. As-installed control diagrams by controls manufacturer.

9. Each contractor’s coordination drawings.
   a. As-installed color coded piping diagrams.

10. Charts of valve tag numbers, with location and function of each valve.

11. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.

12. Other data as required under pertinent sections of specifications.

C. Content, for each electric and electronic system, as appropriate:

1. Description of system and component parts.
   a. Function, normal operating characteristics, and limiting conditions.
   b. Performance curves, engineering data and tests.
   c. Complete nomenclature and commercial number of replaceable parts.

2. Circuit directories of panel boards.
   a. Electrical service.
   b. Controls.
   c. Communications.

3. As-installed color coded wiring diagrams.

4. Operating procedures:
   a. Routine and normal operating instructions.
   b. Sequences required.
   c. Special operating instructions.

5. Maintenance procedures:
   a. Routine operations.
   b. Guide to "trouble-shooting".
   c. Disassembly, repair and reassembly.
   d. Adjustment and checking.

6. Manufacturer's printed operating and maintenance instructions.

7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.

8. Other data as required under pertinent sections of specifications.

D. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.

E. Additional requirements for operating and maintenance data: Respective sections of specifications.

1.05 SUBMITTAL SCHEDULE

A. Submit two (2) copies of preliminary draft of proposed formats and outlines of contents. Engineer will review draft and return one copy with comments.

B. Submit one (1) copy of completed data in final form fifteen days prior to final inspection. Copy will be returned after final inspection with comments.

C. Submit specified number of copies of approved data in final form ten (10) days after final inspection.

1.06 INSTRUCTION OF OWNER'S PERSONNEL

A. Prior to final inspection or acceptance, fully instruct Owner's designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems.

B. Operating and maintenance manual shall constitute the basis of instruction. Review contents of manual with personnel, in full detail, to explain all aspects of operations and maintenance.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Compile specified warranties and bonds.

B. Compile specified service and maintenance contracts.

C. Co-execute submittals when so specified.

D. Review submittals to verify compliance with Contract Documents.

E. Submit to Engineer for review and transmittal to owner.

1.02 RELATED REQUIREMENTS

A. Instructions to Bidders: Bid or Proposal Bonds.

B. Conditions of the Contract:Performance Bond and Labor and Material Payment Bond.

C. Conditions of the Contract: General Warranty of Construction.

D. Section 01700: Contract Closeout.

E. Section 01730: Operating and Maintenance Data.

1.03 SUBMITTAL REQUIREMENTS

A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two (2) each.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product or work item.
2. Firm, with name of principal, address and telephone number.
3. Scope.
4. Date of beginning of warranty, bond or service and maintenance contract.
5. Duration of warranty, bond, or service maintenance contract.

6. Provide information for Owner's personnel:
   a. Proper procedure in case of failure.
   b. Instances which might affect the validity of warranty or bond.

7. Contractor, name of responsible principal, address and telephone number.

1.04 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:
   1. Size 8 ½” x 11”, punch sheets for standard 3-ring binder. Fold larger sheets to fit into binders.

   2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
      a. Title of project.
      b. Name of Contractor.

C. Binders: Commercial quality, 3-ring, with durable and cleanable plastic covers.

1.05 TIME OF SUBMITTALS

A. Make submittals within ten days after Date of Substantial Completion, prior to final request for payment.

B. For items of work, where acceptance is delayed materially beyond Date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.06 SUBMITTALS REQUIRED

Submit warranties, bonds, service and maintenance contracts as specified in respective sections of specifications.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01800

STANDARD SPECIFICATIONS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This Section of the Specifications details requirements of Work and materials to be used in connection with the construction of clearing, aggregate surface course geotextiles, subbase, driven piles, structural concrete, and reinforcing steel, and all incidental items all in accordance with the items of work shown on the Drawings and contained in the Contract Documents.

1.03 REFERENCED STANDARDS

All work on this Project shall be in accordance with "Louisiana Standard Specifications for Roads and Bridges", 2006 edition with revisions unless otherwise noted. This standard specification will hereinafter be referred to as "LA DOTD Standards," “Standard Specifications” or “Blue Book”. When the term department is used in Standard Specifications, it shall mean Engineer.

Contractor may obtain a copy of the “Louisiana Standard Specifications for Roads and Bridges” from LA DOTD Headquarters, Baton Rouge, Louisiana - General Files or online at http://www.dotd.la.gov

PART 2 - PRODUCTS

2.01 MATERIALS

Except as otherwise specified herein, all materials, sampling, testing and certification shall conform to Part X of "Louisiana Standard Specifications for Roads and Bridges"

PART 3 - EXECUTION

All Work on the project shall be in accordance with the applicable section of the "Louisiana Standard Specifications for Roads and Bridges." In the event of any conflicting requirements between the Standard Specifications, the Contract Documents, and the Drawings, the most stringent shall prevail.

END OF SECTION

SECTION 02900

LANDSCAPING

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials, and equipment to satisfactorily return all construction areas to their original conditions or better.

B. Work includes furnishing and placing fertilizer, planting, watering, and maintenance of lawns.

C. Sodding will be required for any established lawns in developed areas. The type of restoration required for any individual area shall be mutually agreed upon by Contractor and Engineer prior to construction.

1.02 RELATED WORK NOT INCLUDED

A. Excavation, filling, and grading required to establish elevation shown on the drawings are included under other sections of these specifications.

1.03 QUALITY ASSURANCE

A. Requirements - It is the intent of this specification that the Contractor is obliged to deliver satisfactory stand of perennial grass as specified. If necessary, the Contractor shall repeat any or all of the work, including plowing, fertilizing, watering, seeding or sodding at no additional cost to the Owner until a satisfactory stand is obtained.

B. Satisfactory Stand - For purposes of grassing, a satisfactory stand of grass is herein defined as a full lawn cover over areas to be seeded or sodded, with grass free of weeds, alive and growing, leaving no bare spots larger than 3/4 square foot within a radius of 10 feet.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Fertilizer, slow-release type meeting the following minimum requirements: 12% nitrogen, 3% phosphorus, 6% potassium, 40% other available materials derived from organic sources. Fertilizer shall be uniform in composition, dry and free flowing delivered to sites in original unopened containers bearing manufacturer's statement or guarantee.

B. Grass sod shall be of the same type grass as existed prior to construction. Sod shall be live nursery quality sod blocks measuring at least 9 inches square. The sod shall be of a thickness that will provide a soil binder with a root system that will enhance growth of the grass and provide a thick, healthy grass cover.

C. Grass seed shall be the same as existed prior to construction or as approved by the Engineer and shall be 99% minimum purity, 80% minimum germination, and 1% maximum weed seed, labeled in accordance with U.S. Department of Agriculture Rules and Regulations under Federal Seed Act in effect. Seed which has become wet, moldy, or otherwise damaged in transit or storage shall not be acceptable.

D. Topsoil stockpiled during excavation shall be used. If additional topsoil is required, it shall be obtained off site. Topsoil shall be fertile, natural surface soil, capable of producing all trees, plants, and grassing specified herein.

E. Mulch shall be fresh pine mulch. Rate of application specified herein shall correspond to depth not less than 1" or more than 3" according to texture and moisture content of mulch material.

F. Water: It is the Contractor's responsibility to supply all water to the site, as required during planting operations and through the maintenance period and until the work is accepted. The Contractor shall make whatever arrangements may be necessary to ensure an adequate supply of water to meet the needs for his work. He shall also furnish all necessary hose, equipment, attachments, and accessories for the adequate irrigation of lawns, and planted areas as may be required. Water shall be suitable for irrigation and free from ingredients harmful to plant life.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Time of Planting: When the trench backfill has compacted sufficiently, the Contractor shall commence work on lawns, including fine grading as required.

B. Soil Placement: Lawn areas shall be plowed to a depth of 6" depressions filled, sticks, and rubbish removed. Following subgrade preparation top soil shall be spaced evenly 6" thick over all lawn and planting areas; prepare surface by raking or other means so as to establish smooth lawn. Apply 20 lbs. of 12-3-6 fertilizer per 1000 sq. ft.

C. Finish Grading: Areas to be seeded or sodded shall be finished graded, raked, and debris removed. Soft spots and uneven grades shall be eliminated; all slopes of 4 to 1 or greater shall be mulched. Seed and/or sod shall be sown or layed within 24 hours following application of fertilizer.

D. Grassing:

1. Grassing shall be seeded uniformly at a rate of 10 lbs. to 1000 sq. ft. of area, or as recommended, by use of rotary hand seeders, power sprayers, or other satisfactory equipment, lightly raked, compacted, and watered using fine spray. Seeded areas shall be protected against traffic or other use by placing warning signs or erecting barricades as necessary. Thirty (30) days after seeding, fertilize with 10 lbs. of Sta-Green Seed and Sod 18-24-10 fertilizer per 2500 sq. ft. of lawn area. Protect seeded areas against erosion by spreading straw to be uniform loose depth of 1-1/2 inches, if applied by hand seeders or hydro mulch if applied by hydro-seeding.

2. Sod shall be installed by laying a solid mat of sod blocks where necessary. The sod blocks shall be broken up to "chink" holes left due to mismatched sod blocks or to cover irregular areas.

3. Preparation of Subgrade. Unless otherwise specified, subsoil shall be graded and uniformly compacted so that it will be parallel to proposed finished grade.

E. Landscaping: Install trees and shrubs when authorized by the Owner and/or Engineer.

3.02 CLEANUP

Soil, mulch, or similar materials brought onto paved areas shall be removed promptly, keeping these areas as clean as possible at all times. Upon completion of planting operations, all excess soil, stones, and debris remaining shall be removed from the construction areas.

3.03 LANDSCAPE MAINTENANCE

Maintain landscape work for a period of 90 days immediately following complete installation of work or until Owner accepts the project. Include watering, weeding, cultivating, restoration of grade, mowing and trimming grass, protection from insects and diseases, fertilizing and similar operations as needed to ensure normal growth and good health for live plant material.

3.04 REPAIRS TO LAWN AREAS DISTURBED BY CONTRACTOR'S OPERATIONS

Lawn areas planted under this contract and all lawn areas damaged by the Contractor's operation shall be repaired at once by proper soil preparation, fertilizing, and reseeding or sodding, in accordance with these specifications.

END OF SECTION

SECTION 02999

MISCELLANEOUS WORK AND CLEANUP

PART 1 - GENERAL

1.01 SCOPE 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 the section includes, but is not limited to, the following:

1. Restoring of fences
2. Crossing utilities
3. Restoring easements (servitudes) and rights-of-way
4. Cleaning up
5. Incidental work

1.02 WORK SPECIFIED UNDER OTHER SECTIONS

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

Materials required for this section shall be of at least the same type and quality as materials which are to be restored. Where possible, the Contractor shall reuse existing materials which are removed and then replaced, with the exception of paving.

PART 3 - EXECUTION

3.01 RESTORING OF FENCES

A. At several locations it may be necessary for the Contractor to remove, store and replace existing fences during construction. Only the section directed by the Engineer shall be removed. If any section of fence is damaged due to the Contractor's negligence, it shall be replaced with fencing equal to or better than that damage, and the work shall be satisfactory to the Engineer.

3.02 CROSSING UTILITIES

This item shall include any extra work required in crossing culverts, water courses, drains, water mains, and other utilities, including all sheeting and bracing, extra excavation and backfill, or any other work required for the crossing, whether or not shown on the drawings.

3.03 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES, AND CABLE TV LINES

The Contractor shall notify the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.

3.04 RESTORING THE EASEMENTS (SERVITUDES) AND RIGHTS-OF-WAY

A. Portions of the construction occur in drainage servitudes. The Contractor shall be responsible for all damage to the property due to his operations. He shall protect from injury all walls, fences, pavement, underground facilities, such as water pipe, or other utilities which may be encountered along the easement. 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 surfaces damaged by construction shall be regraded and resodded. 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

Do 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

SECTION 09900

PAINTING

1.1 GENERAL

1.2 DESCRIPTION

A. Comply with all applicable requirements of DIVISION 1.

B. The Work includes all labor, materials, services, supervision, transportation, tools, and equipment necessary to complete the work specified herein, including surface preparation, touch up of shop coats, painting and finishing of interior and exterior exposed items and surfaces throughout Project, except as otherwise indicated. Also included is field painting of exposed bare and covered pipes and ducts, hangers, exposed steel and iron work, conduits, and primed metal surfaces of equipment installed under Mechanical and Electrical Work, except as otherwise indicated.

C. Paint exposed surfaces whether or not colors are designated in schedules except where material is specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint same as adjacent similar materials or areas. If color or finish is not designated, the Engineer will select these from standard colors available for materials systems specified.

D. The terms “paint” or “painting” as used in this section means all coating systems materials including primers, sealers, fillers, stains, oil, alkyd, latex, vinyl, polyurethane, epoxy, emulsions, and enamel-type paints and the application of these materials.

E. All items not to be painted shall be fully protected from paint, overspray, solvents, or any damage due to painting work

F. Conform to all applicable codes for installation of the work of this Section.

1.3 RELATED WORK

A. DIVISION 3 – CONCRETE

B. DIVISION 4 – MASONRY

C. DIVISION 5 – METAL

D. DIVISION 15 – MECHANICAL

E. DIVISION 16 – ELECTRICAL

1.4 WORK NOT INCLUDED

A. Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas such as furred spaces, utility tunnels, pipe spaces and duct shafts. Exception: Pipes and hangers, structural steel, and non-galvanized miscellaneous metal work shall be painted for corrosion protection.

B. Unless otherwise indicated, do not paint any machined surfaces of moving parts of operating units such as valve and damper operators, linkages, sensing devices, and motor and fan shafts.

C. Do not paint over any code required labels or equipment identification, performance rating, name or nomenclature plates. Do not paint sprinkler heads.

D. Do not paint factory pre-finished materials unless otherwise indicated.

E. Unless otherwise indicated, metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze, and similar finished materials will not require finish painting.

1.5 QUALITY ASSURANCE

A. Product manufacturer shall specialize in manufacturing quality commercial paint and finish products with minimum twenty (20) years documented experience. All paint material, if possible, to the greatest extent possible, shall be manufactured by one company.

B. Installer shall be a company specializing in performing work in this section with minimum ten (10) years documented commercial painting experience.

C. Use adequate number of highly skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the work of this Section.

D. Adequate, competent constant supervision shall be provided to assure that the work is done in accordance with highest standard practice and workmanship and in conformance with the contract documents.

E. Use equipment and tools adequate in size, design, and numbers, in good repair to accomplish work in a timely manner.

F. Paints and coating shall not settle excessively, cake or thicken in the container. Any such material shall be removed from the site and not used.

G. All work in this section shall meet applicable requirements and recommendations of Painting and Decorating Contractors of America (PDCA).

H. All work related to steel shall meet applicable requirements and recommendations of Steel Structures Painting Council (SSPC), including Painting Application Specifications, SSPC-PA-1, Shop, Field and Maintenance painting.

I. Coordinate the work of this Section with the work of all other Sections. Review other sections of these specifications and Contract Documents in which prime paints are to be provided to ensure compatibility of total coating system for various substrates. Upon request from other trades, furnish information or characteristics of products to ensure compatible prime coats are used.

J. Perform work of this Section in strict accordance with applicable requirements of governmental agencies which have jurisdiction.

1.6 SYSTEM INSPECTION AND TESTING

A. All surface preparation and repairs shall be approved by the Engineer or Owner's Representative before primer is applied.

B. After application of each coating in the specified system and its surface has cured, measure its thickness with a properly calibrated Nordson Microtest Dry Film Thickness Gauge, or equivalent. (Use an instrument such as a Tooke gauge if a destructive tester is deemed necessary). Follow standard method for measurement of dry paint thickness with magnetic gages as outlined in Steel Structures Painting Council's SSPC-PA2-73T. The Engineer shall, at his direction, use the Contractor's or his own equipment to perform similar inspections. In addition, painting personnel shall have, in their possession, a wet film thickness gauge. Each painter shall spot check his work for millage at intervals not exceeding 15 minutes painting time and shall make any necessary application adjustments.

C. Make as many determinations as needed to ensure the specified thickness values in each typical area. To all surfaces having less dry film thickness than specified, apply additional coat(s) at no extra cost to Owner to bring thickness up to specifications.

D. For immersed, interior surfaces, a non-destructive holiday detector (not to exceed 67.5 volts or that suggested by the coating manufacturer) shall be used. All identified pinholes shall be repaired in accordance with the manufacturer's printed recommendations and then retested.

E. Painting contractor shall permit Owner's representative and/or paint and coating manufacturer (as requested by Owner) to inspect his work for conformance to this specification. Owner reserves the right to reject all work which does not comply with this specification.

1.7 PRODUCT HANDLING

A. Approved paints shall be delivered ready mixed in labeled, sealed, new, unopened, and undamaged original manufacturer's containers. Labels shall include manufacturer name,

paint type, brand color, contents, formula or specification number, generic type, date of manufacture, coverage, warnings and special precautions, surface preparation, drying time, clean up, color designation, mixing and reducing instructions. Labels must be completely intact and legible.

B. Immediately upon delivery to site, inspect all products for damage and conformance. Remove damaged or non-conforming products from site. Do not use damaged or non-conforming products.

C. Do not deliver products to site until construction has advanced to the stage that they will be needed promptly.

D. Storage

1. Take all necessary precautions to prevent fire, explosions, and other damage in storage and work areas. Maintain near, orderly and clean conditions in storage area.
2. All rags and paint or solvents must be stored in closed metal containers at all times. Remove rags and waste materials at end of each day's work.
3. Store all paint materials in a single location, as per manufacturer's recommendations. Protect from freezing. Close containers at the end of each day's work. Leave no materials open. All coating materials not in actual use shall be stored in tightly covered containers.

E. Paints in unlabeled or distressed containers shall not be used and any item finished with paint from unacceptable containers shall be rejected.

1.8 JOB CONDITIONS

A. Environmental Requirements:

1. Strictly comply with manufacturer's recommendations as to conditions under which coatings can be stored and applied.
2. Ambient and surface temperature shall not be less than 50 degrees F nor more than 90 degrees F with relative humidity below 80% in the area of coating work, for 24 hours prior to, during, and 24 hours after application, unless the manufacturer's recommendations specifically stipulate otherwise.
3. Do not apply coating in areas where dust is being generated. Surfaces shall be free of foreign matter. Spaces shall be dust free and broom clean.
4. Lighting shall be adequate as required for proper application, provided by applicator as necessary to supplement temporary lighting. Paint only during daylight hours.
5. All painting shall be discontinued well in advance of dusk to permit paint to acquire "tack free to touch" condition prior to dew fall.
6. Do not paint in excessive humidity, rain, fog or mist. Do not paint wet, damp or humid surfaces.
7. Do not paint porous surfaces which have a moisture content above 12%.

B. Protection:

1. Cover or otherwise protect all finished work of other trades and surfaces not being painted. Repair damaged surfaces.
2. Remove finish hardware, accessories, light fixtures and cover plates, factory finished work, and similar items. Replace upon completion of painting.
3. Prevent any fire hazards. Remove empty paint containers from site.

1.9 SUBMITTALS

A. Submit a complete list of products and manufacturer's technical and product data on each product indicating manufacturer, brand name, quality and type of paint for each surface to be painted as per Section 01340. Submit application instructions for each Product. Submit performance test results for each product.

B. Request for substitution shall include manufacturer's literature for each product giving the name, generic type, descriptive information, evidence of equivalence and satisfactory past performance. Submittals shall include the following performance data as certified by a qualified testing laboratory:

1. Abrasion	Fed. Test Method Std. No. 141, Method 6192, CS-17 wheel, 1,000 grams load.
2. Adhesion	Elcometer Adhesion Tester
3. Exterior Exposure	Exposed at 45 degrees facing ocean
4. Hardness	ASTM D3363
5. Humidity	ASTM D2247
6. Salt Spray (FOG)	ASTM B117

C. Substitutions which decrease the film thickness, the number of coats applied, change the generic type of coating, or fail to meet the performance criteria of the specified materials will not be approved. Prime and finish coats of all surfaces shall be manufactured by the same manufacturer.

D. Submit two complete sets of color samples for selection of colors by Engineer.

1.10 MAINTENANCE MATERIALS

Provide the Owner with one gallon of each color/type paint used. Containers are to be unopened and labeled.

2.1 PRODUCTS

2.2 ACCEPTABLE MANUFACTURERS

A. Subject to compliance with requirements, provide products of one of the following:

1. Tnemec
2. Sherwin-Williams Company
3. Pittsburgh Paint, DIVISION of PPG Industries
4. Madwell coal tar epoxy.

2.3 MATERIALS

A. Provide best quality "first line" grade of each various type of coating as regularly manufactured by a single acceptable paint materials manufacturer. Materials not displaying manufacturer's identification as a standard, best grade product will not be acceptable. Do not use coatings having a lead content. Paint thinners and tints shall be products of same manufacturer as paints and shall be pure, best quality products. Primers shall be products of the same manufacturer as finish coats. Contractor shall be responsible for compatibility of materials.

B. Submit paint schedule of acceptable manufacturer's products to the Engineer. See Part 1 above.

C. Coatings shall be ready mixed unless the products are field catalyzed coatings. Process pigments to a soft paste consistency capable of being readily and uniformly dispersed to a homogenous coating. Good flow and brushing properties; capable of drying or curing free of streaks or sags.

D. All materials shall be lead and chromate free.

E. No request for substitution will be considered which decreases the film thickness specified and/or the number of coats or changes the generic type of coating.

F. 1. Paint thinners and tints shall be products of the same manufacturer as paints or approved by him for use with his products. Use only within recommended limits.

2. Shellac, turpentine, patching compounds and similar materials required for execution of work shall be pure, best quality products.

2.4 COLORS

A. Color schedule will be developed by the Engineer, approved by the Owner, and furnished to the Contractor after color sample sets are submitted by the Contractor.

B. Paint or coating colors used shall match color chips and final schedule furnished to Engineer.

2.5 MIXING AND TINTING

A. All tinting colors are to be of type recommended by manufacturer of paint or coating whose products are used on this project.

B. Use factory mixed colors, shades and tints. Job site tinting of furnish coats is to be done only when specifically approved in writing by the Engineer.

C. When specified paints are furnished in only certain colors, those colors may be used and may be top coated to attain the color selected in the painting schedule of this project.

3.1 EXECUTION

3.2 PREPARATION

A. Applicator must examine areas and conditions under which the work of this Section is to be applied. Notify General Contractor of any condition detrimental to the proper and timely completion of the work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator. Verify that surfaces and substrate conditions are acceptable and ready to receive work as instructed by the product manufacturer. Beginning of installation means acceptance of existing surfaces and conditions.

B. Ensure all items by other trades associated with or related to this work are properly installed. Coordinate the work of this Section with work of all other Sections.

C. Correct and repair minor defects and clean surfaces which affect work of this Section.

D. Shellac and seal marks which may bleed through surface finishes.

E. Application of any paint or coating to the surfaces shall constitute acceptance of that surface by this Contractor. All preparation and cleaning shall conform to requirements of the paint manufacturer and if a conflict exists between those requirements and the requirements mentioned herein, the manufacturer’s requirements shall apply.

F. All surfaces must be dry and free of loose or foreign matter, grease, oil, dust, rust, scale, dirt, moisture, etc. and surface defects before applying any paint of coating. Surfaces must be as required to obtain a sound sustaining bond between the surface and the coating. Coordinate cleaning/preparation with painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces or into products in use.

G. Remove mildew with approved solution.

H. Provide barrier coats over incompatible primers or remove primer and re-prime as required. Notify Engineer in writing of any anticipated problems in using the specified coating systems with substrates primed by others.

I. Remove all rust from ferrous surfaces to be painted.

J. All paint and coating materials must be thoroughly stirred and mixed.

K. Touch up all shop applied primers using same materials as used in shop. All surfaces of steel or ferrous material that will become inaccessible after installation or by adjacent construction shall be fully coated prior to such inaccessibility.

L. All mixing, thinning, stirring and application shall be done in strict accordance with the manufacturer's printed instructions and recommendations.

M. Apply paint at the consistency recommended by the manufacturer. Additional thinning will not be permitted.

N. Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film, and if necessary, strain material before using.

3.3 APPLICATION

A. Apply paint only when moisture content of surface is within manufacturer's recommended limits.

B. Each coat of paint shall be applied uniformly and completely over the entire surface with proper spreading rate listed by the related paint manufacturer.

C. Each coat of paint must have evidence of solid hiding and uniform appearance free from visual evidence of poor application. All coats shall be thoroughly dry before applying succeeding coats. (Follow manufacturer's recommended drying times). Do no re-coat until paint feels firm, does not deform or feel sticky under moderate thumb pressure, and re-coating does not cause lifting or loss of adhesion of the undercoat.

D. All applications shall conform with criteria supplied by the paint manufacturer; and where criteria mentioned herein conflicts with the manufacturer's criteria, the manufacturer's requirements shall govern.

E. Use applicators and techniques best suited for substrate and type of material being applied.

F. Paint edges adjoining other materials or colors shall be sharp and clean with no overlapping.

G. Brush applied paint must be brushed out uniformly to eliminate laps, skips and excess brush marks. Use clean brushes.

H. Roller Applied Paint: Proper skill must be used to avoid all sags or lapping and excess paint lines from edge of roller. When cutting in with a brush is required, these areas must be of same texture, color and hiding as adjacent areas to assure good uniform, consistent appearance. Use clean roller.

I. Spray applications of paint will be allowed only in approved areas. Use clean spraying equipment. Spray applications shall strictly conform to paint manufacturer's recommendations and requirements.

J. Fill all voids and achieve a smooth surface. Pinholes will not be acceptable.

K. Each coat of finish enamel or varnish paint shall be lightly sanded and wiped free of dust before applying next coat to remove defects visible from a distance of 5'0".

L. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance.

M. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

N. Slightly vary the color of successive coats

O. Exposed piping, conduits, ductwork, hangers and related or similar materials shall be painted. Do not paint piping until the piping has been tested and approved.

P. Spot painting to correct soiled or damaged paint surfaces will be allowed only when touch-up spot is blended into surrounding finish and is invisible to normal viewing. Otherwise, re-coat entire section to corners or visible stopping point.

Q. Use rate of application thickness as recommended by paint manufacturer.

R. Finish on door tops, bottoms and side edges shall be same as door face.

S. First coat (primer), if scheduled, may be omitted on shop-primed metal surfaces. Shop coat shall be prepared and touched up in the field.

T. Apply first coat material to cleaned and prepared surfaces as soon as practicable after preparations and before subsequent surface deterioration.

U. Skips, sags, streaks, laps, drips, ridges, waves, brush marks, cloudiness, spotting, variations in color and holidays are not acceptable. Finish coats shall be smooth and uniform.

V. Remove and protect hardware, accessories, device plates, trims, lighting fixtures, factory finished work and similar items, or provide ample in-place protection. Upon completion of painting work, carefully replace all removed items.

W. Except in finished rooms, color code mechanical and electrical equipment, piping, conduit and exposed mechanical and electrical items in accordance with the color schedule in this Section.

3.4 CLEANING

A. Remove all paint splatter or spills from all surfaces.

B. Touch up and restore damaged finishes, including marred or damaged factory finishes prior to final acceptance.

C. Major touch-ups due to damage by others prior to occupancy will be the responsibility of the General Contractor.

D. Leave premises clean and free from rubbish and materials from painting operations.

3.5 PAINTING SCHEDULE

A. In order to establish a standard of quality and performance, the following painting products specified as manufactured by Tnemec. Chemically equivalent similar products of acceptable manufacturer's listed may be furnished provided prior approval is obtained.

Legend: 1st = First Coat
2nd = Second Coat
3rd = Third Coat
4th = Fourth Coat

Note: All mil thicknesses indicate dry film thickness.

B. Galvanized Metal (Tnemec System)

1. Wash with xyol or other approved solvent. Wipe dry with clean cloth. SSPC-SP-1.

C. Mill Coated Steel Pipe (Tnemec System)

1. Exterior of Pipe-Non-Immersion (Above Grade)
Surface Prep: Surface shall be thoroughly cleaned and dried

1st Coat	66 Epoxy-Polyamide H.B.	4.0-6.0 mils DFT
2nd Coat	1074 Aliphatic Acrylic Polyurethane	2.0-4.0 mils DFT
3rd Coat	1074 Aliphatic Acrylic Polyurethane	2.0-4.0 mils DFT
Total……		8.0-14.0 mils DFT

2. Buried Service
   Surface Prep: SSPC-SP10 Near White Blast Cleaning

1st Coat	104 Epoxy Amine	6.0-8.0 mils DFT
2nd Coat	104 Epoxy Amine	6.0-8.0 mils DFT
Total……		12.0-16.0 mils DFT

D. Steel-Structural, Pipe and Equipment (Tnemec System)
   Surface Prep: SSPC-SP6 Commercial Blast Cleaning

1st Coat	104 Epoxy Amine	6.0-8.0 mils DFT
2nd Coat	1074 Aliphatic Acrylic Polyurethane	2.0-4.0 mils DFT
Total……..		8.0-12.0 mils DFT

E. Cast Iron, Steel Pipe Interior and Valve interior (Tnemec System)
   Surface Prep: SSPC-SP10 White Blast Cleaning

1st Coat	N140 F Polyamidoamine	6.0-8.0 mils DFT
2nd Coat	N140 F Polyamidoamine	6.0-8.0 mils DFT
Total……..		12.0-16.0 mils DFT

F. PVC Pipe
   Surface Prep: Surface shall be thoroughly cleaned and dried

1st Coat	Krylon® Fusion for Plastic	6.0-8.0 mils DFT
2nd Coat	Krylon® Fusion for Plastic	6.0-8.0 mils DFT
Total……..		12.0-16.0 mils DFT

G. General Inclusions

   1. Exposed miscellaneous metal
   2. Steel posts and connections

3.6 PROTECTION

A. Protect surfaces and elements surrounding the Work of this Section from damage or disfiguration due to work of this Section. Use all means necessary.

B. Repair or replace damage to other surfaces caused by Work of this Section.

C. Furnish all protective devices and methods needed to prevent spray or droppings from damaging other surfaces.

D. Provide “Wet Paint” signs as required to protect newly-painted finishes.

E. Protect all painted surfaces from damage and soiling until Final Acceptance of project. Touch-up and restore all damaged or defaced painted surfaces.

F. Remove temporary protective wrappings provided by others for protection of their work during painting, after completion of painting operations.

3.7 GUARANTEE

All materials and workmanship for work in this section shall be guaranteed for one (1) year from the date of final acceptance of the project.

3.8 COLOR SCHEDULE

A. Architectural and Miscellaneous items

1. Colors shall be selected by the Engineer for all interior and exterior painting from color samples submitted. Exterior color scheme may include up to four (4) colors and interior color scheme may include up to three (3) colors.

2. All painted items except as specifically listed in item B below are included.

B. Top coats of mechanical piping and electrical conduits

Contents	Abbreviations	Pipe Color	Band Color
Domestic Potable Water	PW	Dark Blue	None
Sanitary Sewer	SS	Gray	Brown
Vent	V	Gray	None
Compressed Air	CA	Dark Green	White
Electrical	E	Safety Red	None

Notes:

1. Bands to be 2” wide at 12” o.c.

2. Hanger and brackets shall be painted to match pipe (or supported item) only up to the surface to which they attach. Portion with surfaces shall be painted to match that surface.

3. The Owner may have an established piping color scheme which may differ from the above. Contractor shall submit color scheme prior to any final pipe painting.

4. In addition to the above mentioned painting and striping, pipe shall be additionally identified by pipe marking labels. These labels shall be a minimum for 10” long, color coded and lettered in accordance with ANSI/OSHA Standards, showing arrows for the direction of flow, snap-on removable type as manufactured by the Setmark Company, or prior approved equal.

END OF SECTION

SECTION 16000

ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. General Electrical Requirements.

1.2 RELATED SECTIONS

Not Used.

1.3 REFERENCES

Not Used.

1.4 ITEM DESCRIPTION.

A. These Specifications are intended to provide for labor, materials, equipment and services and of performing all operations required for the complete electrical system as specified herein or shown on the accompanying Drawings. Obtain all necessary permits and work orders required and pay for all fees for such permits. Include all such fees in bid.

1.5 GENERAL CONDITIONS.

A. The Instructions to Bidders, General Conditions and Special Supplementary Conditions all contained in the General Specifications, shall be part of this section of the Specifications the same as if attached hereto. The Electrical Contractor is instructed to read and be thoroughly familiar with all provisions of the General Specifications.

1.6 MANUFACTURERS OR TRADE NAMES

A. The Electrical Contractor shall furnish the items as specified or an approved equal. Review of substitutions shall be requested in writing and shall contain all data to indicate equality to what was specified. All items shall be new unless specifically noted otherwise.

1.7 ORDINANCES, RULES AND REGULATIONS.

A. All work shall conform to the requirements of Section 730 of the LADOTD Standard Specifications, all building codes, the latest edition of the NEC and laws and ordinances in force in the locality in which the work is to be done. All work and all equipment used shall conform to the requirements of the National Fire Protection Association and Underwriter's Laboratories.

B. Work called for in these Drawings and Specifications shall be executed by competent workmen.

C. The Drawings show approximate locations only of feeders, branch circuits, outlets, etc., except where specific routing or dimensions are indicated. The Engineer reserves the right to make reasonable changes in locations indicated, before roughing-in, without additional cost to the Owner.

1.8 EXISTING CONDITIONS.

A. The Electrical Contractor shall visit the building site to determine existing conditions and will be held responsible for allowing for these conditions in his bid.

B. Note that this area of work has drainage, mechanical and electrical utilities located underground and within and under the buildings. It is part of this work for the Electrical Contractor to determine the scope and location of all existing utilities and the scope and location of all new utilities to be installed concurrent with this project and to arrange his work around others.

1.9 GUARANTEE.

A. The Electrical Contractor shall guarantee the work installed by him for one year from the date of final acceptance of the project and shall furnish free of cost to the Owner materials and labor necessary to repair or replace defective items or workmanship. The Electrical Contractor shall guarantee all equipment to be of the quality and capacity specified.

1.10 PROTECTION OF APPARATUS.

A. The Electrical Contractor shall take precautions necessary at all times to properly protect his apparatus from damage. Failure on the part of the Contractor to comply with the above to the Engineer's satisfaction shall be sufficient cause for the rejection of the particular piece of apparatus in question.

1.11 OPERATING AND MAINTENANCE INSTRUCTIONS.

A. Provide three copies of typewritten systems operating instructions and three copies of operating and maintenance brochures for each piece of equipment including manufacturer's descriptive bulletins with wiring diagrams, parts lists and specific maintenance instructions, warranties and guarantees. Brochures shall be bound in permanent type binders and suitably indexed.

B. At project completion and before the final inspection of the work, provide to the Owner written, oral and hands-on demonstrations of the operation, function and maintenance of each piece of equipment provided under this contract. Instruction to the Owner shall be sufficient for the Owner to completely understand the operation and maintenance for each piece of equipment.

1.12 EQUIPMENT LABELS.

A. All equipment shall include manufacturer's nameplate listing manufacturer name, model number, voltage and current ratings, interrupting ratings, horsepower, etc. and shall be permanently affixed to the exterior of the equipment.

B. Panelboards, safety switches, equipment cabinets, motor starters and other equipment shown in the plans and furnished and/or installed under this section of the Specifications shall be labeled with laminated plastic nameplates inscribed to identify equipment with description shown in the plans for panels, the name of the equipment controlled for motor starters or the system or function involved for other equipment. Nameplates shall be white with black etched letters. Provide typewritten panelboard directories indicating the equipment served, etc., as shown in the plans or as directed by the Engineer.

1.13 ELECTRICAL DEMOLITION.

A. Demolish in an orderly and careful manner. Protect supporting structural members, wall, ceiling, etc. Unless otherwise directed by the Engineer, Owner shall have first right of refusal to all salvageable materials and equipment. Should the Owner decline such material and equipment, it shall become the property of the contractor and shall be removed from the premises. All demolition shall be coordinated with the Owner and shall adhere to requirements limiting outage time and duration. Upon completion of work in an area, the Contractor shall leave the area in a clean condition. The Contractor shall not close or obstruct egress width to any building or site exit. All demolition shall conform to applicable procedures when hazardous or contaminated materials are discovered. The Contractor shall notify affected utilities before starting work and comply with their requirements. See Drawings for specific requirements.

1.14 PAINTING.

A. No painting will be done by the Electrical Contractor except for touch up work on factory finished equipment furnished under this contract.

1.15 TEMPORARY POWER AND LIGHTING.

A. If required, the Electrical Contractor shall provide for temporary power and lighting for all aspects of the construction as part of this work. This shall include, but not be limited to, coordination with the power company to provide for temporary services, paying all fees incurred or providing for and maintaining on site locally derived power as suitable, required and allowed. Provide for temporary distribution as appropriate for the scope of the project.

B. For 15 and 20 ampere circuits feeding single phase 125 volt receptacles, provide ground fault protection as per NEC 527.6 (A).

C. If required, temporary lighting shall be sufficient for normal, safe working conditions. Lamps and ballasts required for the temporary lighting are to be considered as part of this work.

D. Before the final observation and acceptance of the project, all temporary power and lighting is to be removed.

1.16 ELECTRICAL SERVICE.

A. Coordinate with the power company having jurisdiction in the area of this project. Where new service is shown, coordinate all aspects of the service and metering requirements, including temporary service, pay for any fees required by the power company, arrange for inspections by the appropriate authorities and include all costs for the service in the bid. This will include any temporary services noted above.

1.17 OPENINGS, CUTTING AND PATCHING.

A. Cut all openings as required for the Electrical work. Patching will be done by the various crafts whose work is involved. Furnish and install all necessary sleeves, thimbles, hangers, inserts, etc., at such times and in such a manner as not to delay or interfere with the work of other contractors. Caulk, flash or otherwise make weatherproof all penetrations through the roof and exterior walls.

B. Where conduit, duct banks, cable or other items that are provided for under this contract penetrate fire rated walls or floors, the Electrical Contractor is to seal around the item to maintain the integrity of the rated system. All openings shall be sealed with an approved method using either a heat activated putty and high temperature fiber insulation backing material or a room temperature vulcanized silicone foam. Systems shall be U.L. rated for two-hours minimum under U.L. File R9658. Submit complete information for review.

1.18 EXCAVATING, TRENCHING AND BACKFILLING.

A. Excavating and backfilling for installation of underground and underslab electrical facilities shall be by the Electrical Contractor. All debris and excess dirt shall be removed from the building site. Backfill material shall be free of grass, roots and other debris. Backfill shall be installed in accordance with acceptable methods.

B. Backfill material to be deposited in maximum 9 inch layers, fully tamped by mechanical means, then backfilled in layers to grade level. Any settling of the trench area to be filled and tamped so that at project completion no change of grade elevation is noticed at the trench area.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 COORDINATION OF TRADES.

A. Where work is in close proximity to the work of other contractors, the Electrical Contractor shall review drawings of other contractors and coordinate his work with theirs. The Electrical

Contractor shall verify the location of lighting fixtures, beams, structural members, conduit, ductwork, pipes and other obstructions before beginning his work in the area. Notify the Engineer where proper clearances do not occur or where the work of others would interfere with the safe and/or proper operation of this work.

3.2 MOUNTING HEIGHTS.

A. Unless otherwise noted in the plans or required by the Engineer, the following mounting heights shall apply:

Toggle Switches	4'-0" to center
Receptacles, Telephone Outlets	1'-3" to bottom
Panelboards	6'-6" maximum to top
Motor Control Equipment, Disconnect Switches	5'-0" maximum centerline
Wireways, Top Feed (adjustable)	4'-0" maximum to bottom
Wireways, Bottom Feed (adjustable)	5'-6" maximum to bottom
Wiring Devices Above Counters, Benches	0'-6" above top to bottom of device

B. All mounting heights may be adjusted in the field to reduce visibility at outside and in certain inside areas. Coordinate heights of all equipment with screen walls, fencing, other equipment, etc., with Engineer **before** rough-in. This will include wall and rack mounted equipment inside or outside. Refer to "EQUIPMENT LAYOUT."

C. Upon permission of the Engineer, mounting heights may be adjusted to simplify cutting of masonry units or to facilitate furniture, base and cabinet arrangements. All mounting heights may be field adjusted by the Engineer without any additional cost.

3.3 EQUIPMENT LAYOUT.

A. The physical location and arrangements of electrical equipment are shown in the plans and is to be used by the Electrical Contractor as a guideline in construction. It is the responsibility of the Electrical Contractor to review the Drawings with the proposed equipment and equipment of other contractors that are affected, and to insure that all Code required clearances, wiring distances and maintenance accesses, including equipment heights, of all items are maintained. Alternate arrangements to accomplish the above due to field conditions or changes in physical size of the equipment proposed for the project are to be submitted to the Engineer for review before any work is begun or equipment ordered. The alternate arrangement is to be presented in a 1/4 inch scaled drawing showing all equipment, including those of other contractors. Include shop drawing cut sheets and applicable information. Indicate on the drawing by dimension all required Code clearances, wiring distances and maintenance access requirements. Where equipment heights are required to be coordinated with Electrical or other items, indicate revised heights.

END OF SECTION

SECTION 16050

GROUNDING & BONDING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Ground Ring Conductors

B. Ground Rods

C. Grounding Busbars

D. Ground Connections

1.2 RELATED SECTIONS

A. Section 16000 – Electrical Systems

1.3 REFERENCES

A. IEEE - Institute of Electrical and Electronics Engineers.

B. ANSI - American National Standards Institute.

C. NEMA - National Electrical Manufacturer's Association.

D. REA - Rural Electrical Alliance.

E. ASTM - American Society for Testing and Materials.

F. NFPA - National Fire Protection Association.

G. NEC - National Electric Code.

H. UL - Underwriters Laboratories.

I. UL 67 - Standard for Safety for Panelboards.

J. UL 50 - Standard for Safety for Enclosures for Electrical Equipment.

K. NFPA 70 - National Electrical Code.

L. ANSI C2 - National Electrical Safety Code.

M. IEEE 142 - Grounding of Industrial and Commercial Power Systems.

1.4 ITEM DESCRIPTION

A. This Item shall consist of furnishing, installing and testing a complete interconnected ground system in accordance with the plans, specifications, national and local codes, and the following requirements.

1.5 SUBMITTALS FOR REVIEW

A. Section 01340 – Shop Drawings, Working Drawings & Samples
B. Submit for approval all ground rods, conductors, exothermic weld connections, and associated materials intended for use on the project.

1.6 QUALITY ASSURANCE

A. All Work and Equipment shall be designed, manufactured, and tested in accordance with the latest applicable standards for the Equipment specified. In some instances, these Specifications go beyond the requirements of the stated standards. Where these Specifications differ from the requirements of the stated standards, these Specifications shall take precedence.

B. In addition to the requirements of these Specifications, Material and Work shall meet and/or exceed all requirements of the applicable portions of the latest editions of the standards and codes listed above.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Ground Conductors
1. American Insulated Wire Corp.
2. Okonite.
3. Pirelli.
4. Or Approved Equal.

B. Ground Rods
1. South Atlantic, LLC.
2. Galvan Industries.
3. ERICO, Inc.
4. Or Approved Equal.

C. Exothermic Weld Connections
1. Cadweld.
2. Thermoweld.
3. Furseweld.
4. Or Approved Equal.

2.2 GENERAL REQUIREMENTS

A. Provide a system of ground rods and stranded soft drawn bare copper conductor to provide a ground ring as shown and described in the plans.

B. All equipment grounds in panelboards, switchboards, generators, etc. shall be bonded to the ground ring as well as communication system grounds, so that all grounds are bonded to each other and to all buildings.

C. All grounding and bonding connections shall be made with the proper molds and tools to perform exothermic welds. The area encompassed by the weld shall be properly cleaned to bare metal to ensure a low resistance ground. All molds, metal types, etc. shall be submitted and approved prior to use.

D. All metallic conduits shall be grounded using UL approved grounding type bushings. Conduits entering metallic boxes or enclosures shall be fitted with grounding type Myers hubs.

E. System neutrals shall be grounded by connection to the ground bus at one point only. Transformer neutrals shall be grounded by separate copper conductors sized to comply with the NEC unless shown larger on the plans. Secondaries of potential transformers shall be grounded at the transformer.

F. System neutrals and isolated grounding systems shall be 600 volt insulated.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field conditions are acceptable and are ready to receive work.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions/recommendations.

B. Install components plumb and level, accurately fitted, free from distortion or defects.

END OF SECTION

SECTION 16111

CONDUIT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Conduit.

B. Square Wireways.

1.2 RELATED SECTIONS

A. Section 16000 - Electrical Systems

B. Section 16050 - Grounding and Bonding

1.3 REFERENCES

A. IEEE - Institute of Electrical and Electronics Engineers.

B. ANSI - American National Standards Institute.

C. NEMA - National Electrical Manufacturer's Association.

D. ASTM - American Society for Testing and Materials.

E. NFPA - National Fire Protection Association.

F. NEC - National Electric Code.

G. NFPA 70 - National Electrical Code

H. ANSI C2 - National Electrical Safety Code

I. IEEE 142 - Grounding of Industrial and Commercial Power Systems.

1.4 ITEM DESCRIPTION

A. This item consists of furnishing and installing conduit in accordance with the Plans, Specifications, and the following requirements.

1. Included in this item is all conduit with characteristics as specified, fittings, couplings, elbows, factory and manufacturing inspection, storage, packaging, shipping, documentation, and all Work, equipment, and appurtenances as required and detailed in these Plans and Specifications.

1.5 SUBMITTALS FOR REVIEW

A. Section 01340 – Shop Drawings, Working Drawings & Samples
B. Submit for approval all conduit, fittings, elbows, conduit bodies, bushings, intended for use on the project.

1.6 QUALITY ASSURANCE

A. All Work and Equipment shall be designed, manufactured, and tested in accordance with the latest applicable standards for the equipment specified. In some instances, these Specifications go beyond the requirements of the stated standards. Where these Specifications differ from the requirements of the stated standards, these Specifications shall take precedence.

B. In addition to the requirements of these Specifications, Material and Work shall meet and/or exceed all requirements of the applicable portions of the latest editions of the standards and codes listed above.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Metallic conduit
1. LTV.
2. Triangle.
3. Allied Tube and Conduit Corp.
4. Wheatland
5. Or Approved Equal.

B. Non-metallic conduit
1. Carlon.
2. Sedco.
3. Cantex.
4. Or Approved Equal.

C. Square Wireways
1. Square D.
2. Or Approved Equal.

2.2 GENERAL REQUIREMENTS

A. Unless otherwise specified or shown in the plans, all conduit shall be heavy wall, non-intermediate rigid steel, or rigid non-metallic. Metallic conduit shall be metallized, sherardized, or hot-dipped galvanized conforming to ASTM C80.1(Rigid Galvanized Steel) or C80.5(Rigid Aluminum). All non-metallic conduit shall be schedule 80 PVC above ground and schedule 40 PVC underground. All conduit shall be new and shall bear the inspection label of the Underwriters Laboratories, Inc.

B. Fittings for rigid steel conduit shall be hot-dipped galvanized steel and shall be of a type especially designed and manufactured for their purpose. Rigid conduit joints for single conduit runs shall be made with threaded fittings made up tight with a minimum of five

threads fully engaged. Compression type threadless fittings and set screw type fittings shall not be used for rigid conduit. Fittings for non-metallic conduit shall be solvent welded.

C. Rigid steel conduits that enter boxes or cabinets that do not have threaded hubs shall be secured in place with galvanized locknuts inside and outside the cabinet. Other conduits shall have a locknut fastened fitting with bushing, or a fitting with an insulated smooth throat at the cabinet, with the conduit inserted on the outside at the fitting. All metallic conduits terminated in a metal enclosure shall have grounding type bushings and shall be solidly connected to the enclosure ground bus with green insulated stranded copper conductor (#6 AWG min.)

D. All conduit ends for all sizes and all types as listed above, and for all applications, including those for empty conduit, are to have bushings.

E. All conduits shall be installed concealed or as indicated or scheduled in the plans and shall be of sufficient size to accommodate the required number of insulated conductors including equipment grounding conductor where such a grounding conductor is required. Where conduit is shown as concealed, do not install exposed without prior review by Engineer. Conduit reducers shall not be allowed, unless called for by the plans.

F. Conduit runs shall be straight; elbows and bends shall be uniform, symmetrical and free from dents or flattening.

G. Conduit shall be run no closer than six inches to covering of hot water piping except where crossings are unavoidable. Conduit shall be kept at least 1 inch from covering of pipe crossed.

H. Conduit shall be held securely in place by separate and independent hangers and fasteners of appropriate design and dimensions for the particular application. Support shall be such that no strain will be transmitted to outlet box and pull box supports. Wire shall not be used, with or without spring steel fasteners, clips or clamps, for the support of any conduit.

I. Hangers and other fastenings shall be supported on solid masonry with inserts or expansion sleeves and bolts, on wood with wood screws, on hollow masonry with toggle bolts, on steel with machine screws or welded threaded studs. Fastenings shall be proof tested by the Electrical Contractor for secure mounting.

J. All conduits shall be cut square and reamed at the ends. The conduit system shall be complete and cleaned before any conductors are installed. Open ends of all conduit shall be capped until conductors are installed. A non-metallic fish wire shall be installed in all empty conduit. Empty conduit shall remain capped.

K. All conduits shall terminate with end bells or insulated throat bushing.

L. Flexible Conduit

1. Where flexible conduit is called for, only steel flexible conduit and fittings that are specifically listed as an assembly for grounding shall be allowed as per NEC 250-118. All and any flexible conduit must have a separate grounding conductor run the entire length of the circuit. This shall include all lighting, power and receptacle

circuits. This Specification does not allow packaged flexible conduit systems (metal clad cable or "BX" systems).

2. Flexible connections shall be made between the stationary conduit system and motors, and other items likely to experience movement. At least 12 inches but not more than 24 inches of flexible conduit shall be installed for this purpose. Flexible conduit for all exterior motor connections shall be as above but shall have an additional plastic clad liquid-tight covering such that the flexible metal conduit and fittings are constructed and installed in accordance with Article 350 of the NEC. Flexible conduit for all motor connections shall be installed in accordance with Article 348 of the NEC.

M. Square Wireways

1. Wireways - Indoor

a. Wireways and troughs shall be UL listed, NEMA 1, constructed of 16 gauge steel with a hinged cover and quick release latches.
b. ANSI-49 grey polyester finish.
c. Sections shall be bolted together.
d. Factory installed knockouts, size as required.
e. All conduit entrances shall have Myers type grounding hub.
f. Size and location shall be as shown on plans.

2. Wireways - Outdoor

a. Wireway shall be NEMA 3R, constructed of 16 gauge steel with a hinged and gasketed cover with quick release latches.
b. ANSI-49 grey polyester finish.
c. Sections shall be bolted together.
d. Transition from wireway to existing stainless steel MTS enclosure shall be through 3-4” diameter factory installed knockouts with insulated conduit bushed nipples, locknuts and Myers type grounding hubs for each. Contractor shall provide holes aligned with the factory installed knockouts in the existing MTS enclosure.
e. Size and location shall be as shown on plans.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field conditions are acceptable and are ready to receive work.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions/recommendations.

B. Install components plumb and level, accurately fitted, free from distortion or defects.

C. Conduit shall be installed as per NEC and NEMA regulations. Underground, underslab and in slab runs are to be watertight.

D. All multiple runs of cable and/or conduit routed underground or underslab must be spaced a minimum of 2 inches. Provide pre-molded vertical and horizontal spacers to maintain uniform spacing of the installed system.

E. All conduit passing through or rising from underground or in slab runs or otherwise entering the building shall have rigid steel conduit, rigid steel risers, rigid steel ells and bends and be connected with adapters designed for the purpose.

F. Conduit shall be as follows:

1. Rigid Steel Conduit shall be used for all conduit external to and not enclosed by the building, exposed on roofs, exposed in shop areas, exposed on exterior walls and under canopies, conduit embedded in concrete slabs and underground conduit except where non-metallic conduit is specified or shown in the plans.

2. Non-Metallic Conduit shall be used as called for below.

3. Conduit – Under slabs: Unless shown otherwise conduits installed under slabs on grade shall be rigid steel or rigid schedule 40 PVC conduit buried under vapor barrier out of the concrete pour and a minimum of 4 inches below the bottom of the slab.

4. Conduit - Underground: Unless shown otherwise, all conduit underground and not under a slab shall be rigid steel or rigid schedule 40 PVC conduit buried 34 inches below grade.

END OF SECTION

SECTION 16123

CONDUCTORS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Power conductors.

B. Splices.

1.2 REFERENCES

A. IEEE - Institute of Electrical and Electronics Engineers.

B. ANSI - American National Standards Institute.

C. NEMA - National Electrical Manufacturer's Association.

D. ASTM - American Society for Testing and Materials.

E. NFPA - National Fire Protection Association.

F. NEC - National Electric Code.

G. NFPA 70 - National Electrical Code.

H. ANSI C2 - National Electrical Safety Code.

I. IEEE 142 - Grounding of Industrial and Commercial Power Systems.

1.3 SUBMITTALS FOR REVIEW

A. Section 01340 – Shop Drawings, Working Drawings & Samples

B. Submit for approval all conductors, splice kits, and associated materials intended for use on the project.

1.4 QUALITY ASSURANCE

A. All Work and Equipment shall be designed, manufactured, and tested in accordance with the latest applicable standards for the Equipment specified. In some instances, these Specifications go beyond the requirements of the stated standards. Where these Specifications differ from the requirements of the stated standards, these Specifications shall take precedence.

B. In addition to the requirements of these Specifications, Material and Work shall meet and/or exceed all requirements of the applicable portions of the latest editions of the standards and codes listed above.

PART 2 PRODUCTS

2.1 WIRE (600 VOLT AND BELOW):

A. All conductors used in the work shall be of soft drawn annealed copper having a conductivity of not less than 98% of that of pure copper. Conductors shall be standard code gauge in size, insulated, and shall have insulation rated for use at 600 volts.

B. Unless noted otherwise or specified, insulation for all sizes shall be Type XHHW-2 for feeders and branch circuits and rated for circuit applications for 90°C unless required lower by NEC 110.14 (C). Wires shall be of the single conductor type. All wire shall be stranded.

C. For conductor sizes No. 6 AWG and smaller, color coding shall be continuous the full length of the wire. For conductor sizes No. 4 AWG and larger, color coding shall be made with standard electrical color coding tape at all termination, junction, splice and pull locations. White or gray colored insulation shall be used only for neutral conductors. All equipment grounding conductors shall have green color coding, or bare. Isolated grounding conductors to be green with one yellow stripe. Surface printing at regular intervals on all conductors shall indicate manufacturer, size, voltage and insulation type.

2.2 GENERAL REQUIREMENTS.

A. Unless otherwise specified, all wiring shall be installed in conduit. No wire shall be smaller than No. 12 AWG unless noted otherwise. Wire for each branch circuit shall be of single size and type from the branch circuit protective device to the last outlet on the circuit.

B. Multiple conductors routed in the same conduit shall be treated as if fully loaded for the purposes of establishing the proper conductor size due to derating, as per Article 310.15(B)(2) of the NEC. All conductor quantities routed in the same conduit and not derated are to be removed and either routed separately, or the size of the conductor and conduit is to be increased to accommodate the derating adjustment factor. Note, for 3-phase, 4-wire runs utilizing a common neutral, the neutral is to be considered current carrying.

C. Type THW-2, THWN-2 or XHHW-2 conductors may be connected directly to recessed fixtures only when the fixtures are equipped with factory approved and supplied outlet boxes listed by Underwriters Laboratories, Inc. for use with wire having insulation rated for maximum operating temperatures of 90°C (194°F); otherwise, for fixtures not rated for 90°C direct connection, use approved high temperature insulated conductors from the fixture to a separate outlet box placed at least one foot, but not more than four feet, from the fixture.

D. Branch circuit home run numbers shown in the plans shall be used as a guide for connection of circuit wiring to similarly numbered protective devices in branch circuit panelboards. Any deviation from the wiring shown or indicated in the plans shall be submitted to the Engineer by the Electrical Contractor in writing before any changes are made.

E. Where the length of a power, receptacle or lighting fixture home run, from panel to first outlet, exceeds 75 feet for 120 volt circuits, the conductor size shall be No. 10 AWG or that shown in the plans, whichever is larger.

2.3 SPLICES

A. Feeders, motor circuit conductors and main service entrance conductors shall run their entire length without joints or splices. Splices and joints in branch circuit wiring shall be made only at outlets or in accessible junction boxes. Joints and splices in branch circuit wiring shall be made with compression type solderless connectors or spring loaded, tapered, screw on type insulated units. Terminations or splices for conductors No. 6 AWG and larger shall utilize bolted connecting lugs. All splices and terminations shall be insulated in an approved manner by integral or separate covers or by taping to provide insulating values equal to that of the conductors being joined.

B. Conductors splicing into a circuit of 100 amperes or less that already contains 60°C rated conductors or equipment shall be 90°C rated conductors as above, but sized as if they were 60°C rated as per NEC 110.14 (C). All other equipment and conductors are to be rated for 90°C rise. The Contractor is to field adjust wire and conduit size larger to accommodate.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field conditions are acceptable and are ready to receive work.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions/recommendations.

B. Install components plumb and level, accurately fitted, free from distortion or defects, as shown in plans.

3.3 TESTING

A. Test all installed conductors in accordance with Section 730.06 of the LADOTD Standard Specifications prior to energizing. All results shall be recorded by the Contractor and submitted to the Engineer with As-built drawings. Each measurement shall be clearly labeled with its location in the circuit.

END OF SECTION

SECTION 16620

EMERGENCY GENERATOR POWER SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Diesel engine generator

B. Sub-base fuel tank

C. Automatic Transfer Switch (ATS)

D. Resistive Load Bank

E. Generator Receptacle

1.2 RELATED SECTIONS

A. Section 16000 – Electrical Systems

B. Section 16050 – Grounding and Bonding

1.3 REFERENCES

A. IEEE - Institute of Electrical and Electronics Engineers.

B. ANSI - American National Standards Institute.

C. NEMA - National Electrical Manufacturer’s Association.

D. REA - Rural Electrical Alliance.

E. ASTM - American Society for Testing and Materials.

F. NFPA - National Fire Protection Association.

G. NEC - National Electric Code.

H. UL - Underwriters Laboratories.

I. UL 67 - Standard for Safety for Panelboards.

J. UL 50 - Standard for Safety for Enclosures for Electrical Equipment.

K. UL 2200 - Standard for Stationary Engine Generator Assemblies.

L. UL 508 - Standard for Industrial Control Equipment.

M. UL 1446 - Standard for Insulation System Recognition.

N. NFPA 70 - National Electrical Code.

O. ANSI C2 - National Electrical Safety Code.

P. IEEE 142 - Grounding of Industrial and Commercial Power Systems.

1.4 ITEM DESCRIPTION

A. The item shall consist of furnishing and installing new electrical service components in accordance with the plans, specifications and the following requirements:

1. LaPlace Park. This site requires one (1) new 800kW 480Y/277 volt, 3-phase, 4-wire diesel engine driven generator with 1500 gallon (minimum) subbase fuel tank, radiator mounted resistive load bank and a sound attenuated weather housing, and a new, free standing service entrance rated ATS.

2. PD Hebert. This site requires one (1) new 400kW 480Y/277 volt, 3-phase, 4-wire diesel engine driven generator with 500 gallon (minimum) subbase fuel tank, radiator mounted resistive load bank and a sound attenuated weather housing, and a new, free standing service entrance rated ATS.

3. Garyville. This site requires one (1) new 200kW 480Y/277 volt, 3-phase, 4-wire diesel engine driven generator with 400 gallon (minimum) subbase fuel tank, radiator mounted resistive load bank and a weather housing, and a new, rack mounted, service entrance rated ATS.

4. Tigerville Plant. This site requires one (1) new 200kW 480Y/277 volt, 3-phase, 4-wire diesel engine driven generator with 400 gallon (minimum) subbase fuel tank, radiator mounted resistive load bank and a weather housing, and a new, rack mounted service entrance rated ATS.

5. Central Plant. This site requires one (1) new 200kW 480Y/277 volt, 3-phase, 4-wire diesel engine driven generator with 400 gallon (minimum) subbase fuel tank, radiator mounted resistive load bank and a weather housing, and a new, rack mounted, service entrance rated ATS.

6. Wallace Plant. This site requires one (1) new 200kW 480Y/277 volt, 3-phase, 4-wire diesel engine driven generator with 400 gallon (minimum) subbase fuel tank, radiator mounted resistive load bank and a weather housing, and a new, rack mounted service entrance rated ATS.

7. Belle Grove. This site requires one (1) new 150kW 120/240 volt, 3-phase, 4-wire diesel engine driven generator with 250 gallon (minimum)subbase fuel tank, radiator mounted resistive load bank and a weather housing and a new, rack mounted ATS.

8. Persimmon. This site requires one (1) new, rack mounted, service entrance rated (both sources) ATS, generator receptacle and plug, and two wire start termination box.
9. Crevasse. This site requires one (1) new, rack mounted, service entrance rated (both sources) ATS, generator receptacle and plug, and two wire start termination box.

1.5 SUBMITTALS FOR REVIEW

A. All materials shall be submitted for approval prior to procurement and installation.

1.6 WARRANTY

A. The complete Emergency Generator System, as detailed herein, complete in all respects with all accessories, as provided by the single source manufacturer, shall be warranted by the manufacturer. The Emergency Generator System shall include a standard one year warranty to guarantee against defective material and workmanship in accordance with the manufacturer's published warranty from date of startup. Optional warranties shall be available upon request.

B. The generator set manufacturer and its distributor shall maintain a 24-hour parts and service organization within 50 miles of the Work site(s). This organization shall regularly engage in maintenance contract programs to perform preventive maintenance and service on equipment similar to that specified. A service agreement shall be available and shall include system operation under simulated operating conditions; adjustment to the generator set, transfer switch, and switchgear controls as required, and certification in the owner's maintenance log of repairs made and function tests performed on all systems.

PART 2 PRODUCTS

2.1 EMERGENCY ENGINE GENERATOR SET

A. Manufacturers:

1. Taylor Power.
2. Cummins Diesel.
3. Caterpillar.
4. Or Approved Equal.

B. General Requirements

1. Materials provided under this specification must be new and provided by manufacturer regularly engaging in the production of such products. All generators furnished under this contract shall be from a single manufacturer. All portable generator assemblies shall be factory assembled by the generator manufacturer, with all features as described herein.

2. The Contractor shall provide a new diesel engine generator set complete in all respects to provide 3 phase, 60 Hertz power at the required voltage and capacity as detailed in the plans and described herein.

3. The unit shall be enclosed in a weatherproof (sound attenuated where indicated) housing, properly treated and painted for corrosive atmospheres. The housing shall have hinged doors equipped with 3-point latches, key operated cylinder locks, and be fitted with a standard exhaust with a vertical outlet and a stainless steel rain cap. The enclosure shall be rated for 150 mph wind @ 3 second gust.

4. The unit shall have a mounted radiator, pusher type fan, water pump, and thermostat, sized to properly cool the engine generator in a 122 degree Fahrenheit atmosphere.

5. The unit shall be skid mounted and shall have vibration isolators between the skid and the unit mounts.

6. The unit shall be CSA certified and UL2200 listed. The unit shall accept 100% of nameplate standby rating in one step in accordance with NFPA 110 requirements. The alternator electrical insulation system shall be UL1446 recognized. Portable and permanent generators shall meet the appropriate EPA Tier for its size and application.

7. Coolant heater, panel heater, and generator heater, all thermostatically controlled, main line circuit breaker as required and as shown on the plans, properly sized battery in battery box and float type battery charger shall be furnished and installed in the enclosure.

8. The generator shall be provided with a 100% rated, generator mounted, output circuit breaker with ratings as indicated on the Drawings. Where indicated on the Drawings, the generator shall be furnished with dual output circuit breakers for connection of a resistive load bank. Where a single output breaker is shown on the Drawings, sufficient connections shall be provide the resistive load bank and the generator “feeder” cables.

2.2 SUB-BASE FUEL TANK

A. Manufacturers

1. Sub-base fuel tank shall be provided by the manufacturer of the emergency generator and shall be part of the factory assembly, including all fuel piping, sensor wiring, etc.

B. The engine generator set shall be mounted on a dual walled, subbase fuel tank, completely piped and vented in accord with NFPA requirements. The tank shall be thoroughly cleaned inside and out, primed and finish coated with epoxy paint. Vibration isolators shall be provided and installed between the tank and the concrete foundation. The tank shall be as noted in 1.4 Item Description and provide a minimum of 18 hours at full load for each generator, whichever is greater.

C. The tank shall also include at a minimum:
1. Digital Fuel gauge (powered from generator starter batteries).
2. Float switch (for low and high fuel alarms).

2.3 AUTOMATIC TRANSFER SWITCH (ATS)

A. Manufacturers:

1. ATS shall be provided by the manufacturer of the emergency generator.

B. Automatic transfer switch shall be a new service entrance rated, three (3) pole, four (4) wire, S/N transfer switch, rated current and voltage as required. The transfer switch shall be mounted in a lockable NEMA 4X, stainless steel weatherproof housing. The housing shall be secured to the foundation or support structure as recommended by the manufacturer. Mounting details shall be submitted and approved prior to fabrication.

C. The transfer switch shall be furnished, tested, and warranted by the engine generator set manufacturer.

D. The short circuit withstand and closing ratings shall be as noted on plans.

E. The switch shall be UL listed per Standard 1008, shall be suitable for standby systems in accordance with ANSI CI and NFPA 110, rated for total system loads to carry 100% of their rated current in a continuous standby condition in an ambient of –40 degrees C to +60 degrees C. Power switch contacts shall be rated for 600 volts minimum.

F. A programmed neutral position shall be provided to allow voltage generated by inductive loads to decay before transfer or retransfer when exercising under load. Adjustable time delay of 0.5 to 7.5 seconds shall momentarily stop the transfer for this sequence to occur.

G. The switch shall retransfer the load to the utility source after power restoration. Solid state time delay, adjustable 0-30 minutes, shall allow utility power to stabilize before retransfer, and permit engine to cool down unloaded before shutdown.

H. Control shall provide status indicators (LED's) to indicate a sequence of functions as follows:
1. Source 1 OK.
2. 2 Wire Run.
3. Source 2 OK.
4. Timing for Transfer.
5. Transfer Command.
6. Timing for Re-transfer.
7. Re-transfer Command.
8. Timing for Stop.

I. A programmable exercise clock shall be provided to automatically run the generator set at regular intervals as specified by the owner. A switch shall provide loaded or unloaded operation.

J. Oil tight LED position indicator lights shall be provided. Lights shall consist of white – normal and amber – emergency, and power available, green – normal and red – emergency, and a key operated selector switch to provide the following:
Test – Simulate normal power loss.
Normal – normal operating position.
Re-transfer – Momentarily override re-transfer time delay and cause return to normal

source.

2.4 RESISTIVE LOAD BANK

A. Manufacturers:

1. Resistive Load Bank shall be furnished and factory installed by the manufacturer of the emergency generator.

B. Resistive load bank shall be sized at 30% of generator nameplate KW rating and rated current and voltage as required. The load bank shall be radiator mounted and shall be of suitable construction for installation within the generator exhaust. The load bank shall use the air discharge from the generator for cooling.

C. All connections shall be per load bank manufacturer's installation requirements and recommendations. All cabling shall be neatly routed and protected within the generator housing.

D. The load bank shall be furnished, tested, and warranted by the engine generator set manufacturer.

E. An automatic load step controller shall be provided for maintaining a minimum load on the generator set. The controller shall monitor the connected downstream loads and will automatically add or subtract load steps in response to load changes as to maintain a minimum load level on the generator set. Current transformers shall be supplied for sensing of downstream loads.

F. The load step resolution shall be a nominal 20% of the load bank rating.

G. The load bank shall be listed to UL Standard 508A

2.5 GENERATOR RECEPTACLE AND MATING PLUG

A. Manufacturers:

1. Crouse-Hinds
2. Appleton
3. Approved Equal

B. Contractor shall funish and install a receptacle configured with 4 pole, 4 wire and ground to outer shell as indicate in the Drawings. The Contractor shall also furnish a compatible mating plug from the same manufacturer.

C. The receptacle and mating plug shall be configured for reverse service and shall provide reversed contacts such that female sockets are on the energized plug to feed male pins on the normally de-energized receptacle.

D. The receptacle and mating plug shall have rated current and voltage as indicated on the Drawings and shall be cast aluminum construction, with mechanical lug terminations.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field conditions are acceptable and are ready to receive work.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions/recommendations.

B. Install components plumb and level, accurately fitted, free from distortion or defects.

3.3 TESTING

A. To ensure that the equipment has been designed and built to the highest reliability and quality standards, the manufacturer and/or local representative shall be responsible for three separate tests: design prototype tests, final production tests, and site tests.

B. Design Prototype Tests. Components of the emergency system, such as the engine/generator set, transfer switch, and accessories, shall not be subjected to prototype tests because the tests are potentially damaging. Rather, similar design prototypes and preproduction models shall be subject to the following tests:

1. Maximum power (kW).

2. Maximum motor starting (kVA) at 35% instantaneous voltage dip.

3. Alternator temperature rise by embedded thermocouple and/or by resistance method per NEMA MG1-32.6.

4. Governor speed regulation under steady-state and transient conditions.

5. Voltage regulation and generator transient response.

6. Harmonic analysis, voltage waveform deviation, and telephone influence factor.

7. Three-phase short circuit tests.

8. Alternator cooling air flow.

9. Torsional analysis to verify that the generator set is free of harmful torsional stresses.

10. Endurance testing.

C. Final Production Tests. Each generator set shall be tested under varying loads with guards and exhaust system in place. Tests shall include:

1. Single-step load pickup.

2. Transient and steady-state governing.

3. Safety shutdown device testing.

4. Voltage regulation.

5. Rated Power @ 0.8 PF.

6. Maximum power.

7. Upon request, a witness test, or a certified test record sent prior to shipment.

8. The unit shall be factory tested and certified test reports furnished to the Engineer. In addition to the normal factory tests, the units shall be tested with reactive loads of 0.8 PF as follows:

   a. Test speed and voltage regulation for instant on and off load change with loads of ¼, ¾, and full load rating.

   b. Continuous operation at full load for not less than two hours with voltage, frequency, oil pressure and engine temperature being recorded at no load beginning of test, and at 15 minute periods thereafter through duration.

D. Site Tests. The manufacturer's distribution representative shall perform an installation check, startup, and load test. The engineer, regular operators, and the maintenance staff shall be notified of the time and date of the site test. The tests shall include:

1. Fuel, lubricating oil, and antifreeze shall be checked for conformity to the manufacturer's recommendations, under the environmental conditions present and expected.

2. Accessories that normally function while the set is standing by shall be checked prior to cranking the engine. These shall include: block heaters, battery chargers, alternator strip heaters, remote annunciators, etc.

3. Generator set startup under test mode to check for exhaust leaks, path of exhaust gases, cooling air flow, movement during starting and stopping, vibration during operation, normal and emergency line-to-line voltage and frequency, and phase rotation.

4. Automatic start by means of a simulated power outage to test remote-automatic starting, transfer of the load, and automatic shutdown. Prior to this test, all transfer switch timers shall be adjusted for proper system coordination. Engine coolant temperature, oil pressure, and battery charge level along with generator set voltage, amperes, and frequency shall be monitored throughout the test

5. Field Tests of Completed System. The unit shall be tested in the field after all other electrical hook-ups have been completed. The field test shall include a run of 4 hours duration operating at maximum load utilizing a load bank capable of simulating the power factor of the actual pump station load. For the duration of the test, the Contractor shall furnish and connect an electrical power monitor to the primary terminals of the generator and shall record continuous readings of the following variables: voltage, current, power, and power factor.

a. Three (3) copies of all factory and field test results shall be furnished to the Engineer.

b. Satisfactory completion of tests of operation of connected loads is a requisite for acceptance of the generating unit.

c. Fuel, Oil, Water, etc. Provide full capacity of fuel, oil and anti-freeze coolant in accordance with manufacturer recommendations. After testing and before final acceptance, restore all items to full condition.

3.4 ON-SITE TRAINING

A. Provide an on-site training course to instruct the owner's personnel in the proper operation, maintenance and connection of the equipment. The training course shall consist of a total of 4 hours of normal working time and shall start after the system is functionally complete but prior to final acceptance. All operation and maintenance manuals shall be available for the training course. The training course shall cover pertinent points involved in operating, starting, stopping, servicing the equipment, as well as major elements of the O & M manuals.

B. The on-site training course schedule shall be coordinated with the owner's personnel and approved at least 14 days prior to the training date.

3.5 OPERATION & MAINTENANCE

A. Provide a minimum of five (5) extra copies of the operation manual in 8 ½ x 11 inch 3 ring binders for each generator. Sections shall be separated with plastic dividers and tabbed. The manual shall include the following: step by step procedures for system start-up, operation, shut down; drawings, diagrams, and single line schematics that illustrate and define the electrical systems with their controls, alarms and safety systems; the manufacturer name, model numbers, description of the equipment in the system.

B. Provide a minimum of five (5) extra copies of the maintenance manual in 8 ½ x 11 inch 3 ring binders for each generator size in both portable and permanent applications. Sections shall be separated with plastic dividers and tabbed. The manual shall include the following: procedures for each routine maintenance item, procedures for troubleshooting, factory service, take-down overhaul, repair service manuals with parts list, and a copy of the posted instructions.

END OF SECTION

APPENDIX A – GEOTECHNICAL REPORT

30 June 2014

G.E.C., Inc.
8282 Goodwood Boulevard
Baton Rouge, Louisiana 70806

Attention Mr. Robert P. Dugas, Jr., P.E.

Gentlemen:

Geotechnial Engineering Services
St. John the Baptist Parish
Proposed Generator Installations at Seven Sites
St. John the Baptist Parish, Louisiana
Eustis Engineering Project No. 22398

Transmitted is one copy of our engineering report covering geotechnical engineering services for the subject project. Electronic copies are also being provided to you and Mr. Derrick Goudeau, P.E.

Thank you for asking us to perform these services.

Yours very truly,

EUSTIS ENGINEERING SERVICES, L.L.C.

GWENDOLYN P. SANDERS, P.E.

STATE OF LOUISIANA
GWENDOLYN P. SANDERS
REG. NO. 27104
REGISTERED
PROFESSIONAL ENGINEER

K. A. Breaux:bar/jkd

GEOTECHNICAL ENGINEERING SERVICES

ST. JOHN THE BAPTIST PARISH

PROPOSED GENERATOR INSTALLATIONS AT SEVEN SITES

ST. JOHN THE BAPTIST PARISH, LOUISIANA

EUSTIS ENGINEERING PROJECT NO. 22398

FOR
G.E.C., INC.
BATON ROUGE, LOUISIANA

By
Eustis Engineering Services, L.L.C.
Metairie, Louisiana

30 JUNE 2014

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GEOTECHNICAL EXPLORATIONS
ST. JOHN THE BAPTIST PARISH
PROPOSED GENERATOR INSTALLATIONS AT SEVEN SITES
ST. JOHN THE BAPTIST PARISH, LOUISIANA
EUSTIS ENGINEERING PROJECT NO. 22398

INTRODUCTION

1. This report contains geotechnical foundation recommendations for the proposed installation of generator platforms at various sites throughout St. John the Baptist Parish, Louisiana. The analyses were performed in general accordance with the revised scope of work outlined in Eustis Engineering Services, L.L.C.'s proposal dated 13 February 2014. Authorization to proceed with these services was provided by Mr. Phillip Meyers, Senior Vice President of G.E.C., Inc., on 29 April 2014.

SCOPE

2. The original scope of work included general site recommendations to support generators at nine sites throughout St. John the Baptist Parish. However, the final scope of work was reduced to seven sites. The locations of the sites are shown on Figure 1, Sheet 1.

3. Using available subsurface and geologic data, we performed analyses to estimate the allowable pile capacities for treated timber piles at the LaPlace Park Pump Station and to estimate the allowable soil bearing values for lightly loaded mat foundations at four additional sites. Geotechnical explorations were performed at two of the seven sites (Belle Grove Pump Station and Central Wastewater Plant). These new explorations included the drilling of one undisturbed sample type soil test boring to a depth of 50 feet at each site to determine subsoil conditions and

stratification and to obtain samples of the various strata encountered. Soil mechanics laboratory tests performed on theses samples were used to evaluate the physical properties of the various substrata. Engineering analyses were made to estimate the allowable soil bearing values for lightly loaded, grade supported mat foundations and allowable pile load capacities for treated, timber pile foundations. General site preparation and construction recommendations are also provided. Our scope also includes an evaluation of settlement potential at the sites where boring information is available.

4. Although not part of our scope of services, Eustis Engineering, as the geotechnical engineer of record, should be provided the opportunity for a general review of the final design and specifications. Please refer to the "Limitations" section at the end of this report for more discussion.

AVAILABLE INFORMATION

5. Soil boring and laboratory test data obtained from a previous geotechnical exploration, performed by Eustis Engineering for the LaPlace Park Pump Station, were used to provide recommendations for that site. These data are presented in our report entitled "Geotechnical Investigation, LaPlace Park Pump Station, Vicinity of Magnolia Street and Airline Highway, St. John the Baptist Parish, Louisiana," dated 12 October 1999 (Eustis Engineering Project No. 15896).

6. The results of the boring and laboratory tests from this previous exploration are included in the Appendix. The approximate location of the boring performed for this previous study is shown on Figure 1, Sheet 2.

7. In addition to this previous exploration, we have reviewed available geologic information and soil boring data in our files. We have also reviewed applicable building codes to evaluate the validity of presumed values.

FIELD EXPLORATION

8. As indicated previously, geotechnical explorations were performed at two of the seven sites. One undisturbed soil boring was drilled at the Belle Grove Pumping Station on 26 May 2014. The approximate location of the boring, designated as B-1, is shown on Figure 1, Sheet 3. One undisturbed soil boring was drilled at the Central Wastewater Plant on 6 June 2014. The approximate location of the boring, designated as B-2, is shown on Figure 1, Sheet 3. GPS coordinates were obtained at the boring locations using a handheld device. These coordinates are shown in terms of latitude and longitude on the boring logs. Detailed descriptive logs of the borings and laboratory tests are shown in both tabular and graphical form in the Appendix.

9. The undisturbed soil borings were each made to depths of 50 feet below existing grades with a truck mounted drill rig. Undisturbed samples of cohesive or semi-cohesive subsoils were obtained at close intervals or changes in stratum using a 3-in. diameter thinwall Shelby tube sampler. The samples were extruded from the sampler, inspected, and visually classified by Eustis Engineering's soil technician. Pocket penetrometer tests were performed on the soil samples to give a general indication of their shear strength or consistency. The results of these tests are shown on the boring logs under the column heading "PP". Representative samples were then promptly placed in moisture proof containers and sealed for preservation of their natural moisture content. Upon completion of the drilling operations, the holes were backfilled in accordance with current regulatory requirements.

LABORATORY TESTS

10. Soil mechanics laboratory tests, consisting of natural water content, unit weight, and unconfined compression shear (UC) or unconsolidated triaxial compression shear (OB), were performed on undisturbed samples obtained from the new borings made

for this exploration. The results of these laboratory tests are summarized on the boring logs in the Appendix.

SITE GEOLOGY

11. Based on our review of the area geology, the seven sites can be grouped into four categories as outlined in Table 1. These four categories are based on the anticipated stratigraphy within the Holocene soil deposits. Note, uncharacterized fill materials may be present at these sites above the Holocene Age soils.

TABLE 1: SITE GEOLOGY ANTICIPATED BY LOCATION

GEOLOGIC CATEGORY	SITE
1	LaPlace Park Pump Station Garyville Wastewater Plant Percy Hebert Lift Station
2	Central Wastewater Plant Tigerville Wastewater Plant
3	Wallace Sewerage Plant Persimmon Street Pump Station (Eliminated)
4	Belle Grove Pump Station Crevasse Pump Station (Eliminated)

12. Geologic Category 1 is defined by a Holocene unit comprising swamp deposits overlying undifferentiated interdistributary deposits. Prodelta and/or bay sound marine deposits may underlie these upper deposits. These Holocene soils are, in turn, underlain by soils of Pleistocene origin. The Pleistocene surface may be as shallow as 40 feet below grade. This geology is confirmed by the site specific stratigraphy identified at the LaPlace Park pump station site.

13. In Geologic Category 2, the Holocene unit comprises natural levee deposits over the undifferentiated interdistributary deposits, although swamp deposits are still identified at the surface in some locations. Beneath the interdistributary deposits,

bay sound deposits are encountered to the Pleistocene interface. This geology is confirmed by the site specific stratigraphy identified at the Central Wastewater Plant site.

14. Geologic Category 3 consists of natural levee deposits overlying point bar deposits. The interface with the Pleistocene surface varies considerably with proximity to the river with incised surfaces between 50 and 175 feet below grade.

15. In Geologic Category 4, crevasse splay overlies the Holocene unit identified in Geologic Category 1. In addition, the Pleistocene interface is deeper and estimated at the 60-ft depth. The stratigraphy encountered at the Belle Grove Pumping Station does not identify either the crevasse splay or the Pleistocene interface. However, Holocene swamp/marsh deposits and marine deposits were identified.

FOUNDATION ANALYSES

Furnished Information

16. Information furnished by G.E.C. indicates generator platforms are to be installed at multiple St. John the Baptist Parish operated pumping stations, wastewater treatment plants, and at a sewerage plant. Sites proposed to have generator platforms installed are shown on Figure 1. The furnished generator weights, generator dimensions, platform dimensions, and the foundation type proposed by G.E.C. for the seven sites are summarized in Table 2.

TABLE 2: FURNISHED GENERATOR PLATFORM INFORMATION

LOCATION	GENERATOR WEIGHT IN POUNDS	GENERATOR DIMENSIONS IN FEET	PLATFORM FOUNDATION SYSTEM PROPOSED BY G.E.C.	PLATFORM DIMENSIONS
LaPlace Park Pump Station	47,500	23'-3" x 8'-0"	Elevated Platform	31'-8" x 16'-0"
Percy Hebert Lift Station	18,000	14'-8" x 5'-6"	Grade Supported Platform	20'-0" x 10'-0"
Garyville Wastewater Plant	10,000	11'-0" x 4'-4"	Grade Supported Platform	16'-0" x 10'-0"
Tigerville Wastewater Plant	10,000	11'-0" x 4'-4"	Grade Supported Platform	18'-0" x 10'-0"
Central Wastewater Plant	10,000	11'-0" x 4'-4"	Grade Supported Platform	19'-0" x 14'-0"
Wallace Sewerage Plant	10,000	11'-0" x 4'-4"	Grade Supported Platform	18'-0" x 10'-0"
Belle Grove Pump Station	10,000	11'-0" x 4'-4"	Elevated Platform	19'-0" x 12'-0"

17. As shown, most sites will have grade supported generators that are lightly loaded. However, the tabulated loads do not include the weights of the foundations. Two sites will have elevated platforms to support the generator. Because of grade changes, the foundation loads at the Central Wastewater Plant are also anticipated to be high.

Foundation Recommendations

18. The design of each generator platform should meet the minimum standards outlined in ASCE/SEI 7-10 and ASCE/SEI 24-05, and other applicable codes including the St. John the Baptist Parish Code of Ordinances. In this regard, an assessment should be made to determine if the site is in a flood hazard area or within a coastal high hazard area. If the site is considered to be within a coastal high hazard area, shallow foundations may not be used. For a flood hazard area, the site should be assessed for the risk of scour and loss of foundation support.

19. If scour is deemed applicable to a site, shallow foundations should not be utilized without additional measures implemented. Furthermore, considering the potential for the soils to become fully saturated under flood conditions, loss of support could

occur in the surficial deposits. As such, allowable bearing values and settlement reported for a well drained site would not be applicable. Therefore, an assessment of the risk associated with innundation should be made. If the structure cannot tolerate potential movements associated with a loss of support, it should be supported on deep foundations comprising driven or augered piles depending on site specific conditions.

20. For deep foundations, all components of the platform structure should be supported on piles having the same tip embedment below the existing ground surface. Flexible connections should be used for all utility connections going to and from pile supported structures. Recommendations for driven timber piles are provided in this report for the LaPlace Park Pump Station, Belle Grove Pump Station, and the Central Wastewater Plant sites. Eustis Engineering should be contacted if alternate pile types will be considered or if piles will be implemented at other sites.

21. If the risk of innundation at a site is considered low, the proposed structure may be supported on shallow foundations provided the structure can be designed to accommodate the movements associated with such a foundation system and adequate drainage is provided. Settlement evaluation was beyond our current scope for sites lacking specific subsurface data, but as noted above, additional movements may be associated with foundations subjected to innundation and loss of support. Such movements are not quantifiable. If a shallow foundation system is selected to support the structure, we recommend grade beams be poured integrally with the grade supported slab to increase structural rigidity and to minimize differential settlements. In addition, the appropriate level of erosion protection should be provided to minimize any potential erosion.

22. Based on furnished information, fill placement to raise grades was not considered in our analyses at any site. In addition to settlement of grade supported features, fill placement would also result in drag loads on pile foundations. Although an

evaluation of settlement and drag are beyond our current scope, Eustis Engineering should be notified of grade changes proposed at any site.

23. The structural engineer should determine the appropriate foundation support based on an assessment of flood potential, construction practices, estimates of allowable soil bearing values, estimates of allowable pile load capacities, and settlement tolerances.

24. Reciprocating Equipment. Loads due to reciprocating equipment were not evaluated by Eustis Engineering. We do not anticipate such loading to be detrimental to foundations nor do we have sufficient information for such an evaluation. However, if this is a concern to your structural engineer or distress is noted after construction and operation of equipment, Eustis Engineering should be notified.

Site Preparation

25. Drainage. The initial step to prepare each site for construction should be to establish adequate temporary and permanent drainage to prevent ponding of water and ensure immediate runoff of rainfall. We recommend the contractor maintain adequate surface drainage away from all foundation areas during and after construction. This may be accomplished by setting grades to ensure positive drainage of water away from the foundation areas and providing adequate surface and subsurface drainage structures as required. Poor drainage will cause a reduction in the allowable bearing pressures. Water should not be allowed to collect near the proposed foundation.

26. Clearing and Stripping. The ground surface beneath the proposed generator platforms should be stripped of existing pavements, vegetation, loose topsoil, debris, organic matter, loose fill, and any other deleterious materials. Stripping

should be to the minimum depth necessary to remove all vegetation and roots. All depressions and weak areas should be thoroughly cleaned out to the surface of firm undisturbed soil and backfilled with a select structural fill material placed and compacted under controlled conditions. Certain natural and fill materials have the potential to degrade rapidly if not properly drained (as discussed subsequently in this report for grade supported structures). The exact depth of stripping should be determined during construction by implementing quality control measures during proofrolling, compaction, and excavation.

27. Demolition. Provisions should be made to locate any abandoned underground utilities and foundations which could impact new construction. Existing footings or abandoned pipes should be excavated and removed from each site. These structures could impact the performance of new foundations if not properly removed, proofrolled, and backfilled with structural fill material. Existing piles (if any) should not be incorporated into the new structure. In general, these features should not be removed but should be cut off 5 feet below the existing ground surface or grade beams, whichever is greater. Removal and relocation of structures and obstructions should also conform to the requirements outlined in Section 202 of the Louisiana Standard Specifications for Roads and Bridges (LSSRB), 2006 edition.

28. Subgrade Preparation for Grade Supported Areas. After stripping and clearing, the exposed surface in areas of proposed grade support (i.e., mat foundations) should be proofrolled with a bulldozer or tracked vehicle exerting a ground pressure between 10 and 15 psi. The vibratory system on the compactor, if present, should not be used during proofrolling. Alternative proofrolling techniques may be proposed, but these methods should be approved by Eustis Engineering prior to their use at the site. Any depressions, stump holes, or weak areas identified should be thoroughly cleaned out to the surface of firm undisturbed soil and backfilled with a select structural fill material placed and compacted under controlled conditions.

All clearing and compaction operations should only be performed during periods of dry weather.

29. Structural Fill. A select granular material, such as locally available sand (AASHTO A-3), should be used as backfill and/or fill required to reach design grade. Sand fill should be non-plastic (plasticity index = 0) and free of roots, clay lumps, and other deleterious materials with no more than 10% by weight of material passing a U.S. Standard No. 200 mesh sieve. The maximum organic content should not exceed 5% by weight. Prior to transporting structural fill on site, a sample should be tested to verify its conformance to these recommendations.

30. Compaction. Structural fill for the grade supported generator platforms should be spread in loose lifts of 6 to 8 inches. Each lift should be compacted to at least 95% of its maximum dry density at optimum water content in accordance with ASTM D 1557. If no fill is needed, the top 8 inches of the subgrade should be scarified and recompacted to 95% of its maximum dry density within ±2% of optimum water content in accordance with ASTM D 698. Select fill or general fill, if used for non-structural grading, should be spread in loose lifts of 10 to 12 inches and compacted by several passes of a bulldozer.

31. Quality Control. Density tests should be performed on each lift of the compacted structural fill to determine if the contractor has achieved the recommended density. All clearing and compaction operations should be performed only during periods of dry weather. The contractor should exercise caution during and after inclement weather to ensure subsoil support is not degraded by construction operations.

32. Other Considerations. If excessive moisture is a problem and degrades the subgrade during construction, several alternatives may be considered. Selection of a subgrade improvement technique will depend on weather and drainage

conditions, as well as construction methods, and should be determined during construction.

33. For appropriate weather and drainage conditions, two options may be considered to improve the existing subgrade. The first option, which is time and weather dependent, would be to disk and air dry the near surface soils and recompact the subgrade. The second option would be to add lime to the subgrade to promote drying. A working table beneath the proposed mat can be constructed using lime in accordance with Section 304, Type D, of the LSSRB.

34. If construction drainage cannot effectively improve the subgrade or if poor weather conditions continue during construction, excavation and replacement of a portion of the subgrade may be required. This will provide for a "bridge lift" between the poorer subgrade and the working pad. Structural fill should be used for the bridge lift. The use of a lightweight geogrid, such as Tensar BX1100, for base reinforcement of the bridge lift can reduce the required thickness of the excavation. The geogrid can be placed directly on the excavated subgrade and structural fill can be placed and compacted on the geogrid until a firm working pad is established. The surficial 8 inches of the bridge lift should be compacted to 90% of the ASTM D 1557 specification.

Effects of Fill Placement

35. We recommend flexible type connections be specified for all piping and utilities beneath pile supported generator platforms. These connections should be designed to accommodate the settlement due to fill placement, if applicable. We understand existing grades are to remain as they are upon completion of this project and that fill will not be placed.

Areal Subsidence

36. The project area is being affected by ongoing areal subsidence that is the result of past filling, drawdown of ground water levels due to drainage improvements, and biodegradation of near surface organic soils subsequent to ground water drawdown. The amount of future subsidence cannot be estimated from information developed for our report. Settlement of generator platforms supported by mat foundations due to subsidence can be several inches and differential over short lengths with respect to pile supported structures.

Grade Supported Mat Foundations

37. Mat Foundations. Grade supported mat foundations should be designed and constructed as rigid as possible to minimize effects of settlement and differential settlement. The slab, including the reinforcing and any anchor connection details, should be designed by a structural engineer.

38. Allowable Soil Bearing Values. The existing ground surface beneath surface supported mats and slabs should be prepared as described under "Site Preparation," and all structural fill should be compacted to the recommended density. If the site is prepared and drained as described in this report, mats and slabs may be placed to bear on the prepared subgrade or compacted structural fill with an allowable bearing intensity of 250 psf at locations other than the two drilled sites. Allowable soil bearing values were calculated for the two sites where explorations were conducted (Belle Grove Pump Station and the Central Wastewater Plant). The calculated allowable soil bearing value for both the Belle Grove Pump Station (12' x 19' mat) and the Central Wastewater Plant (14' x 19' mat) is 1,000 psf. These allowable soil bearing values contain an estimated factor of safety of 3 against a soil shear failure. However, as addressed subsequently,

detrimental settlements may be experienced for bearing intensities up to these allowable values.

39. The allowable bearing value of 250 psf may be used at sites where geotechnical explorations were not performed. Higher values may be applicable at some of the sites; however, the presence of compressible swamp and interdistributary deposits may result in detrimental settlements at higher bearing pressures. The St. John the Baptist Parish Code of Ordinances adopts the Louisiana State Uniform Construction Code which, in turn, has adopted the International Building Code (IBC), 2012 Edition. Section 1806.2 of the IBC will allow a presumptive load bearing value of 1,500 psf for primarily clay soils. However, this code indicates if the strength or compressibility of the soil is in doubt, a geotechnical exploration may be required. Thus, we do not recommend the presumptive value be implemented if bearing pressures above 250 psf are required at any of the unexplored sites.

40. Estimated Settlement. As noted above, detrimental settlement may be experienced for mats loaded to the estimated allowable soil bearing values. Thus, we have computed estimates of settlement at the center of the proposed mats at various uniform dead load pressure intensities. A summary of the results of the analyses for settlement at the center of the mats is given in Table 3.

TABLE 3: ESTIMATED SETTLEMENT OF FLEXIBLE MAT/SLAB FOUNDATIONS

SITE	MAT/SLAB DIMENSIONS	UNIFORM DEAD LOAD IN PSF	ESTIMATED CENTER SETTLEMENT IN INCHES
Belle Grove Pump Station	12' x 19'	300 500 750 880	1 to 2 2 to 3 3 to 4 4 to 5
Central Wastewater Plant	14' x 19'	300 500 750 880	¾ to 1 1½ to 2 1¾ to 2¾ 2 to 3

41. Settlement at the corners and midpoint of the sides will be approximately one-fourth and one-half of these values, respectively. These estimates assume the individual mats are flexible and include a component of long term consolidation settlement and a component of short term elastic settlement. If the mats are considered rigid, total settlement would be approximately 85% of the estimated settlement at the center of the mats. Mats/slabs are assumed to be spaced twice the largest side dimension center-to-center. We recommend mats/slabs be poured monolithically with perimeter grade beams or footings to minimize differential settlement. ***Settlement of mats/slabs should be considered additive to the settlement due to filling.*** If fill placement is planned, the fill load should be included in the estimated bearing intensity.

Pile Foundations

42. Allowable Pile Load Capacities. Analyses were performed to determine the estimated allowable single pile load capacities in compression (and tension) for various sizes and embedments of treated ASTM D 25 quality timber piles. These capacities may be utilized for piles installed with a pile butt at grade or extending up to 5 feet above grade. Alternate configurations should be evaluated further. The results of these analyses are tabulated on Figure 2, Sheets 1 through 3. Estimates of capacity at the LaPlace Park Pump Station site are provided on Sheet 1 of Figure 2. Estimates of capacity at the Belle Grove Pump Station site are provided on Sheet 2 of Figure 2. The estimates of capacity shown on Sheet 3 of Figure 2 are for the Central Wastewater Plant.

43. Factors of Safety. The allowable pile load capacities shown on Figure 2 contain an estimated factor of safety of 3 against failure of a single pile through the soil. This factor of safety assumes a pile load test will not be performed. To utilize the estimated capacities based on a factor of safety of 2, a static pile load test should be performed.

44. Timber Piles. We recommend the treatment of timber piles meet the current American Wood Preservers Association's Standards as outlined in Section 1014 of the LSSRB for both preservative and quality assurance. Treatment should also follow Section 812.06 where applicable. Furthermore, we recommend the timber piles meet the quality (clean peeled, straightness, etc.) requirements outlined in ASTM D 25 and size requirements outlined in Table X1.5 of ASTM D 25 for specified tip circumferences. The pile dimensions and embedment lengths assumed in our analyses are tabulated in Figure 2.

45. Structural Capacity. The estimated load capacities provided are based only on a soil-pile relationship. The structural capacity of the individual piles to transmit these loads, and any connections between the piles and the structure, should be determined by a structural engineer.

46. Pile Group Capacity and Spacing. The compressive capacity of skin friction piles and the tensile capacity of all piles driven in groups should be investigated on the basis of group perimeter shear using the formula shown on Figure 3. The minimum center-to-center pile spacing within a pile group or row of piles should be determined in accordance with the pile spacing formula also shown on Figure 3. The minimum spacing between rows or groups of piles should also consider settlement potential.

47. Estimated Settlement due to Structural Loads. We recommend slabs be cast monolithically with pile caps and grade beams to minimize the potential for differential settlements. We estimate settlement of the piles, having embedments of at least 40 feet, to be ½ to ¾ inch due to structural loads. This estimate does not include short term elastic deformations of the piles which should be added to the consolidation settlement estimate. Elastic deformation of the piles may be estimated as 75% of the static column strain for concrete piles acting as columns.

All piles should be installed to the same tip embedment in order to minimize differential foundation settlement.

48. Our estimates of settlement are based on the assumption piles will be installed in small groups or widely spaced rows. We have assumed the largest group dimension will be no greater than 20% of the pile length and the center-to-center spacing between pile rows will be no closer than 8 feet. We have also assumed little or no fill will be placed beneath or surrounding the foundations. If our assumptions are not met, Eustis Engineering should be contacted to evaluate the potential settlement of the pile foundations.

49. Differential Settlement. Your design should recognize the potential for differential settlement between pile supported features and grade supported features. A joint considering these movements should be provided between any grade supported and pile supported features to accommodate potential differential settlement. The generator platform should be designed as rigidly as possible to minimize the potential for differential settlements. Some differential settlement may still be experienced between the new generator platform and existing structures. An estimate of this magnitude can be made once additional data are available. Utilities beneath the pile supported structure should be supported by hangers. Flexible connections should be used at the transition from pile support to grade support.

Installation of Driven Piles

50. Pile Driving. Close field supervision should be maintained by experienced personnel to ensure proper procedures are followed and accurate records are kept during all pile driving operations. The driving record should include the date, pile type, overall length, tip and butt diameters, final embedment below finished grade, number of blows per foot of penetration, hammer model, driving energy, and depth and diameter of predrill. An accurate driving record is especially important to verify

all piles are installed to the required tip embedment and to show any unusual driving characteristics which may indicate pile damage. We recommend Eustis Engineering be retained to observe, record, and evaluate all pile driving operations with respect to our recommendations presented in this report.

51. Small, treated ASTM D 25 quality timber piles, having minimum tip diameters of 6 inches and butt diameters of at least 8 inches, may be driven with a drop hammer or a single acting air hammer with a manufacturer's rated energy of 7,250 ft-lbs per blow. If a drop hammer is used, the ram weight should not exceed 3,000 pounds and the drop height should not exceed 3 feet. Larger, treated ASTM D 25 quality timber piles, having tip diameters of 7 inches or greater and butt diameters of at least 12 inches, may be driven with a single acting air hammer with a raw weight of 5,000 pounds and a manufacturer's rated energy of 15,000 ft-lbs per blow. ***When driving with this type of hammer, treated timber piles should be driven no harder than 25 blows per foot in order to minimize potential damage to the piles. The use of hammers with ram weights or driving energies larger than those recommended increase the potential for pile damage.***

52. Predrilling/Prepunching. Predrilling or prepunching may be required to aid installation of timber piles through surficial materials. Predrilling may also be used to help minimize the potential for vibrations. Predrilling may be by wet rotary or dry auger drilling methods. The size of the drill bit or prepunch should be no larger than the pile tip diameter. Actual predrill requirements should be assessed in the field during construction. Eustis Engineering should be contacted if predrilling or prepunching deeper than 5 feet is necessary as this could reduce the pile capacities presented on Figure 2.

Construction Vibrations

53. Pile driving, demolition of existing structures, and other construction activities will cause vibrations which may affect nearby structures, pavements, and utilities. Eustis Engineering recommends vibrations be monitored during the test pile program and subsequent construction activities of concern. Vibrations should be monitored with a seismograph at any structure of concern during all pile driving and demolition operations or other construction activities with the potential to cause excessive vibrations.

54. Peak particle velocities of 0.25 in./sec as measured by the seismograph are generally regarded as a vibration level uncomfortable to human perception. In addition, peak particle velocities of this magnitude may densify loose cohesionless deposits and result in settlement of structures founded in or above these materials. Such materials exist at the site. Sustained peak particle velocities of 0.5 in./sec measured at a structure may induce damage to the structure. Therefore, for sustained peak particle velocities in excess of 0.25 in./sec at a structure of concern, Eustis Engineering should be contacted, construction operations terminated, and consideration given to altering the construction procedures.

GEOTECHNICAL SERVICES DURING CONSTRUCTION

55. In order to provide continuity between the design and construction phases, Eustis Engineering can provide additional geotechnical services which may include consultation during design and construction. We can also provide site specific exploration for any site that does not meet the assumptions provided. We further offer a full range of construction materials testing services for soil, asphalt, concrete, and steel. For the current project, testing services may include measuring vibrations during pile installation or other construction activities, acceptance testing, approval of proposed backfill materials, inplace density or strength testing of the proposed

backfill, logging of job piles, concrete strength testing, inspection of reinforced concrete construction, and any other soils or materials testing services which will provide quality control during construction and conformance to design specifications.

56. In summary, Eustis Engineering should be retained to monitor all geotechnical related work performed during project construction. This monitoring provides a measure of security that the project is constructed to meet or exceed conditions assumed for the geotechnical design. If construction problems arise, Eustis Engineering should be notified immediately to assess the potential impacts of these problems upon the recommendations included in this report. Such notification will permit the geotechnical engineer to quickly evaluate the effects of unanticipated conditions and to assist in developing solutions that remain consistent with the recommendations of this report. The geotechnical engineer may further be able to assess the manner in which site specific soil and ground water conditions will affect the success of proposed construction methods and sequences.

LIMITATIONS

57. This supplemental report has been prepared in accordance with generally accepted geotechnical engineering practice for the exclusive use of St. John the Baptist Parish and G.E.C. for specific application to the subject sites. In the event of any changes in the nature, design, or location of the proposed generator platforms, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions of this report are modified and verified in writing. Should these data be used by anyone other than St. John the Baptist Parish and G.E.C., the user should contact Eustis Engineering for interpretation of data and to secure other information pertinent to this project.

58. Our findings and recommendations in this report are based on available data, and our understanding of the proposed project. Furthermore, our findings and recommendations are based on the anticipated geology and site conditions. Variations in soil or ground water conditions should be assumed. The nature and extent of these variations may not become evident until construction. Variations in soil or ground water may require additional studies, consultation, and possible revisions to our recommendations.

59. Recommendations and conclusions contained in this report are to some degree subjective. This report should not be included in the contract plans and specifications.

60. This report is issued with the understanding that St. John the Baptist Parish and G.E.C. have the responsibility to review the information contained herein and to incorporate it into the plans and specifications, as applicable. The owner or owner's representative also has the responsibility to take the necessary steps to see that the general contractor and all subcontractors follow such recommendations. The owner or owner's representative is responsible for submittal of this report to the appropriate governing agencies.

61. Eustis Engineering has striven to provide our services in accordance with generally accepted geotechnical engineering practices in this locality at this time. No warranty or guarantee is expressed or implied. This report was prepared for the exclusive use of St. John the Baptist Parish and G.E.C.

62. Eustis Engineering should be provided the opportunity for a general review of the final design and specifications in order that foundation recommendations may be properly interpreted and implemented in the design and specifications. If Eustis Engineering is not accorded the privilege of making this recommended review, we can assume no responsibility for misinterpretation of our recommendations.

63. Limitations to Scope of Services. The scope of our services does not include an environmental assessment or an investigation for the presence or absence of wetlands and hazardous or toxic materials in the soil; surface water; ground water; or air on, below, or adjacent to the subject property. Furthermore, the scope does not include the investigation or detection of biological pollutants at the site. The term "biological pollutants" includes but is not limited to molds, fungi, spores, bacteria, viruses, and the byproducts of any such biological organisms.

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SITE LOCATION PLAN

ST. JOHN THE BAPTIST PARISH
PROPOSED GENERATOR INSTALLATIONS AT SEVEN SITES
ST. JOHN THE BAPTIST PARISH, LOUISIANA

DRAWN BY: J.L.S.	PLOT DATE: 27 JUNE 14	CADD FILE: SITE VICINITY.DGN
CHECKED BY: G.P.S.	JOB NO.: 22398	FIGURE 1, SHEET 1

N

DENOTES APPROXIMATE LOCATION OF UNDISTURBED SOIL BORING DRILLED AT THE LAPLACE PARK PUMP STATION ON 13 APRIL 1999 (EUSTIS ENGINEERING PROJECT NO. 15896)

NOT TO SCALE

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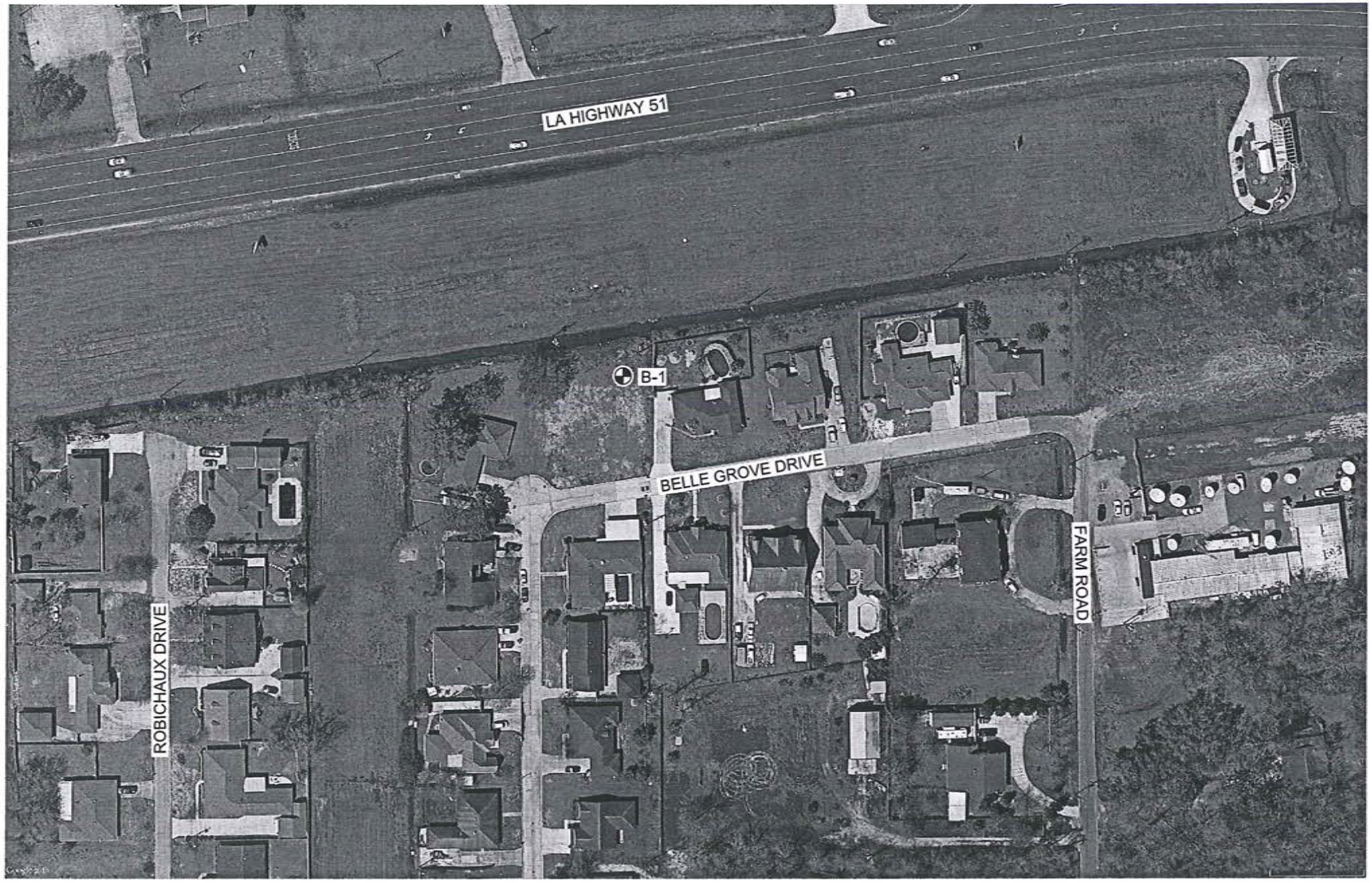
BORING LOCATION PLAN
LAPLACE PARK PUMP STATION

ST. JOHN THE BAPTIST PARISH
PROPOSED GENERATOR INSTALLATIONS AT SEVEN SITES
ST. JOHN THE BAPTIST PARISH, LOUISIANA

DRAWN BY: J.L.S.	PLOT DATE: 27 JUNE 14	CADD FILE: LOCATION PLAN.DGN
CHECKED BY: S.G.W.	JOB NO.: 22398	FIGURE 1, SHEET 2



DENOTES APPROXIMATE LOCATION OF UNDISTURBED SOIL BORING DRILLED ON: 26 MAY 2014

NOT TO SCALE

EUSTIS ENGINEERING SERVICES, L.L.C.

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BORING LOCATION PLAN
BELLE GROVE PUMPING STATION

ST. JOHN THE BAPTIST PARISH
PROPOSED GENERATOR INSTALLATIONS AT SEVEN SITES
ST. JOHN THE BAPTIST PARISH, LOUISIANA

DRAWN BY: J.L.S.	PLOT DATE: 23 JUNE 14	CADD FILE: BELLE GROVE PLAN.DGN
CHECKED BY: K.A.B.	JOB NO.: 22398	FIGURE 1, SHEET 3

N

DENOTES APPROXIMATE LOCATION OF UNDISTURBED SOIL BORING DRILLED ON: 6 JUNE 2014

NOT TO SCALE

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BORING LOCATION PLAN
CENTRAL WASTEWATER PLANT

ST. JOHN THE BAPTIST PARISH
PROPOSED GENERATOR INSTALLATIONS AT SEVEN SITES
ST. JOHN THE BAPTIST PARISH, LOUISIANA

DRAWN BY: J.L.S.	PLOT DATE: 23 JUNE 14	CADD FILE: CENTRAL PLAN.DGN
CHECKED BY: K.A.B.	JOB NO.: 22398	FIGURE 1, SHEET 4

ST. JOHN THE BAPTIST PARISH
PROPOSED GENERATOR INSTALLATIONS AT SEVEN SITES
ST. JOHN THE BAPTIST PARISH, LOUISIANA
EUSTIS ENGINEERING PROJECT NO. 22398

ESTIMATED ALLOWABLE PILE LOAD CAPACITIES
FOR USE AT THE ***LAPLACE PARK PUMP STATION*** SITE

PILE TYPE	PILE DIAMETER	PILE TIP EMBEDMENT IN FEET	ESTIMATED ALLOWABLE SINGLE PILE LOAD CAPACITIES IN TONS[1][2] FACTOR OF SAFETY≈3[3]	
			COMPRESSION	TENSION
Treated ASTM D 25 Quality Timber	7-In. Tip 12-In. Butt	40 45 50 55	5 6½ 9½ 10½	3 4 5½ 7
	7-In. Tip 13-In. Butt	60 65 70	13 15 17	8½ 10 11

[1]These estimated capacities do not include limitations on structural capacity as imposed by some building codes.
[2]Piles assumed to be installed by impact driving equipment without assistance from vibratory equipment.
[3]Use of factor of safety of 3 assumes a static pile load test will not be performed.

ST. JOHN THE BAPTIST PARISH
PROPOSED GENERATOR INSTALLATIONS AT SEVEN SITES
ST. JOHN THE BAPTIST PARISH, LOUISIANA
EUSTIS ENGINEERING PROJECT NO. 22398

ESTIMATED ALLOWABLE PILE LOAD CAPACITIES
FOR USE AT ***BELLE GROVE PUMP STATION*** SITE

PILE TYPE	PILE DIAMETER	PILE TIP EMBEDMENT IN FEET	ESTIMATED ALLOWABLE SINGLE PILE LOAD CAPACITIES IN TONS[1][2] FACTOR OF SAFETY≈3[3]	
			COMPRESSION	TENSION
Treated ASTM D 25 Quality Timber	6-In. Tip 8-In. Butt	30 35	4 5	3 3½
	8-In. Tip 12-In. Butt	30 35	6 7	4 5
	7-In. Tip 12-In. Butt	40 45 50	7½ 8½ 9½	5 5½ 6½
	7-In. Tip 13-In. Butt	55[4]	11	7

[1]These estimated capacities do not include limitations on structural capacity as imposed by some building codes.
[2]Piles assumed to be installed by impact driving equipment without assistance from vibratory equipment.
[3]Use of factor of safety of 3 assumes a static pile load test will not be performed.
[4]The boring was drilled to a depth of 50 feet. Data were extrapolated to estimate capacities at this depth.

ST. JOHN THE BAPTIST PARISH
PROPOSED GENERATOR INSTALLATIONS AT SEVEN SITES
ST. JOHN THE BAPTIST PARISH, LOUISIANA
EUSTIS ENGINEERING PROJECT NO. 22398

ESTIMATED ALLOWABLE PILE LOAD CAPACITIES
FOR USE AT THE ***CENTRAL WASTEWATER PLANT*** SITE

PILE TYPE	PILE DIAMETER	PILE TIP EMBEDMENT IN FEET	ESTIMATED ALLOWABLE SINGLE PILE LOAD CAPACITIES IN TONS[1][2] FACTOR OF SAFETY≈3[3]	
			COMPRESSION	TENSION
Treated ASTM D 25 Quality Timber	6-In. Tip 8-In. Butt	30 35	4 4½	2½ 3
	8-In. Tip 12-In. Butt	30 35	5½ 6½	4 4½
	7-In. Tip 12-In. Butt	40 45	7 9	5 6

[1]These estimated capacities do not include limitations on structural capacity as imposed by some building codes.
[2]Piles assumed to be installed by impact driving equipment without assistance from vibratory equipment.
[3]Use of factor of safety of 3 assumes a static pile load test will not be performed.

CAPACITY OF PILE GROUPS

The maximum allowable load carrying capacity of a pile group is no greater than the sum of the single pile load capacities, but may be limited to a lower value if so indicated by the result of the following formula.

$$Q_a = \frac{P \ x \ L \ x \ c}{(FSF)} + \frac{2.6 \ q_u \ (1 + 0.2 \ \frac{w}{b}) \ A}{(FSB)}$$

In Which:

Q_a	=	Allowable load carrying capacity of pile group, lb
P	=	Perimeter distance of pile group, ft
L	=	Length of pile, ft
c	=	Average (weighted) cohesion or shear strength of material between surface and depth of pile tip, psf
q_u	=	Average unconfined compressive strength of material in the zone immediately below pile tips, psf (unconfined compressive strength = cohesion x 2)
w	=	Width of base of pile group, ft
b	=	Length of base of pile group, ft
A	=	Base area of pile group, sq ft
(FSF)	=	Factor of safety for the friction area = 2
(FSB)	=	Factor of safety for the base area = 3

The values of c and q_u used in this formula should be based on applicable soil data shown on the Log of Boring and Test Results for this report. In the application of this formula, the weight of the piles, pile caps and mats, considering the effect of buoyancy, should be included.

SPACING WITHIN PILE GROUPS

$$SPAC = 0.05 \ (L_1) + 0.025 \ (L_2) + 0.0125 \ (L_3)$$

In Which:

SPAC	=	Center to center of piles, feet
L_1	=	Pile penetration up to 100 feet
L_2	=	Pile penetration from 101 to 200 feet
L_3	=	Pile penetration beyond 200 feet

NOTE: Minimum pile spacing = 3 feet or 3 pile diameters, whichever is greater

APPENDIX

BORING LOGS

LEGEND AND NOTES FOR LOG OF BORING AND TEST RESULTS

PP — Pocket penetrometer: Resistance in tons per square foot

SPT — Standard Penetration Test: Number of blows of a 140-lb hammer dropped 30 inches required to drive 2-in. O.D., 1.4-in. I.D. sampler a distance of 1 foot into the soil after first seating it 6 inches

SPLR — Type of Sampling: Shelby, SPT, Auger, Vibracore, No sample

SYMBOL — Clay, Silt, Sand, Peat/Humus, Shells, Stone/Gravel

Predominant type shown heavy; Modifying type shown light

USC — Unified Soil Classification

DENSITY — Unit weight in pounds per cubic foot

SHEAR TESTS

TYPE

- UC — Unconfined compression shear
- OB — Unconsolidated undrained triaxial compression shear on one specimen confined at the approximate overburden pressure
- UU — Unconsolidated undrained triaxial compression shear
- CU — Consolidated undrained triaxial compression shear
- DS — Direct shear

Ø — Angle of internal friction in degrees

c — Cohesion in pounds per square foot

ATTERBERG LIMITS

- LL — Liquid Limit
- PL — Plastic Limit
- PI — Plasticity Index

OTHER TESTS

- CON — Consolidation
- PD — Particle size distribution (sieve and/or hydrometer)
- k — Coefficient of permeability in centimeters per second
- SP — Swelling pressure in pounds per square foot

Other laboratory test results reported on separate figures

GENERAL NOTES

(1) If a ground water depth is shown on the boring log, these observations were made at the time of drilling and were measured below the existing ground surface. These observations are shown on the boring logs. However, ground water levels may vary due to seasonal fluctuations and other factors. If important to construction, the depth to ground water should be determined by those persons responsible for construction immediately prior to beginning work.

(2) While the individual logs of borings are considered to be representative of subsurface conditions at their respective locations on the dates shown, it is not warranted that they are representative of subsurface conditions at other locations and times.

EUSTIS ENGINEERING COMPANY, INC.

LOG OF BORING AND TEST RESULTS

ST. JOHN THE BAPTIST PARISH
LAPLACE PARK PUMP STATION
VICINITY OF MAGNOLIA STREET AND AIRLINE HIGHWAY
ST. JOHN THE BAPTIST PARISH, LOUISIANA

Ground Elev.: **Datum:** **Gr. Water Depth:** **Job No.:** 15896 **Date Drilled:** 4/13/99 **Boring:** 1 **Refer to "Legends & Notes"**

Scale In Feet	PP	SPT	SPLR	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density Dry	Density Wet	Shear Tests Type	Shear Tests φ	Shear Tests C	Atterberg Limits LL	Atterberg Limits PL	Atterberg Limits PI	Percent Passing #200 Sieve	Other Tests
0	1.00				Soft to medium stiff tan & brown clay w/sand pockets & some gravel	CH	1	1-2	37	78	107	UC	--	420					
	1.00				Soft gray clay w/sand pockets & wood	CH	2	4-5	57										
	1.00				w/sand pockets		3	7-8	70	57	97	UC	--	195					
10	0.75				Very soft to soft gray clay w/roots & wood	CH	4	10-11	94	48	93	UC	--	150					
	0.25				Very soft gray clay w/roots	CH	5	13-14	76	54	95	UC	--	155	79				
		4	X		Very loose gray clayey sand	SC	6	16-17										39.0	
20		1	X		Extremely soft gray sandy clay	CL	7	19-20	41						43	18	25		
					Very soft gray clay w/sand lenses & shells	CH	8 9	23-24 24-25	62										
30					Loose gray fine to medium sand w/silt & oyster shells	SP	10	28-29										8.3	
					Extremely soft gray clay w/sand lenses & shell fragments	CH	11	33-34											
		2	X				12	36-37											
	0.75				Medium stiff gray clay	CH	13	38-39	34	87	117	UC	--	590					
40	2.25				Stiff light tan & gray clay w/sand pockets w/large sand pockets & concretions	CH	14	43-44											
50	3.00						15	48-49	54										

Comments: Water in canal at 2.5 feet below ground level at boring location.

EUSTIS ENGINEERING COMPANY, INC.

LOG OF BORING AND TEST RESULTS

ST. JOHN THE BAPTIST PARISH
LAPLACE PARK PUMP STATION
VICINITY OF MAGNOLIA STREET AND AIRLINE HIGHWAY
ST. JOHN THE BAPTIST PARISH, LOUISIANA

Ground Elev.: **Datum:** **Gr. Water Depth:** **Job No.:** 15896 **Date Drilled:** 4/13/99 **Boring:** 1 **Refer to "Legends & Notes"**

Scale In Feet	PP	SPT	SPLR	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density Dry	Density Wet	Shear Tests Type	Shear Tests φ	Shear Tests C	Atterberg Limits LL	Atterberg Limits PL	Atterberg Limits PI	Percent Passing #200 Sieve	Other Tests
50					Stiff light tan & gray clay w/large sand pockets & concretions	CH													
					Soft tan sandy clay	CL	16	53-54										85.0	
		13			Medium dense tan clayey sand	SC	17	56-57											
60		7			Soft to medium stiff gray & tan sandy clay	CL	18	59-60	39										
	1.50				Stiff tan & light gray clay w/sand pockets	CH	19	63-64											
	0.25				Soft to medium stiff tan clay w/sand pockets & lenses, & concretions	CH	20	68-69	40										
70	1.00				Stiff tan clay w/sand pockets & concretions	CH	21	73-74											
	1.00				Stiff gray clay w/few sand pockets & lenses	CH	22	78-79	50	71	107	UC	--	810					
80	1.00				w/shell fragments, concretions, & wood		23	83-84											
	2.75				Very stiff gray clay	CH	24	88-89											
90																			
100																			

Comments: Water in canal at 2.5 feet below ground level at boring location.

EUSTIS ENGINEERING

St. John the Baptist Parish
Proposed Generator Installations at Seven Sites

LOG OF BORING AND TEST RESULTS

B-1

St. John the Baptist Parish, Louisiana
Project No: 22398
Date: 05/12/2014

Latitude: 30.08231
Longitude: 90.46296

Water Depth: See Text
Total Depth: 50.0 ft

Scale in Feet	PP	SPT	SPLR	Symbol	Visual Classification	USC	Sample Number	Depth in Feet	Water Content Percent	Density Dry	Density Wet	Shear Tests Type	Shear Tests ϕ	Shear Tests C	Atterberg Limits LL	Atterberg Limits PL	Atterberg Limits PI		Other Tests
0	3.00				Medium stiff to stiff gray & tan silty clay w/roots	CL	PB-1	0											
	3.00				w/trace of roots & trace of concretions		2	2	21	102	123	UC	--	1011					
5	1.50						3	5	30	92	119	UC	--	871					
	1.50				Medium stiff gray silty clay	CL	4	8	36	86	117	UC	--	622					
10	0.25				Very soft gray clay w/trace of decayed wood	CH	5	11	80	54	97	UC	--	189					
	0.25				Very soft dark brown humus w/clay pockets & decayed wood	Pt	6	14	234										
15	0.25				Very soft gray clay w/few silt pockets, trace of organic matter, trace of decayed wood, trace of concretions, & trace of roots	CH	7	18	72	58	99	OB	0	242					
20	0.01				Soft gray sandy clay w/trace of shell fragments	CL	8	23											
25	0.03				w/clay pockets, trace of decayed wood, & trace of shell fragments		9	28	30	93	121	UC	--	279					
30	0.01				Soft gray clay w/trace of silty clay layers, trace of fine sand pockets, trace of shell fragments, & trace of organic matter	CH	10	33	55	67	104	UC	--	429					
35	0.25				w/trace of fine sand pockets, trace of silty sand lenses, trace of shell fragments, & trace of decayed wood		11	38	63	62	101	UC	--	275					
40	0.25				w/trace of shell fragments		12	43											
45	0.25				w/shell fragments & silt pockets		13	48											
50																			

NOTES: Belle Grove Pumping Station

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EUSTIS ENGINEERING

St. John the Baptist Parish
Proposed Generator Installations at Seven Sites

LOG OF BORING AND TEST RESULTS

B-2

St. John the Baptist Parish, Louisiana
Project No: 22398
Date: 06/6/2014

Latitude: 30.03055
Longitude: -90.59038

Water Depth: See Text
Total Depth: 50.0 ft

Scale in Feet	PP	SPT	SPLR	Symbol	Visual Classification	USC	Sample Number	Depth in Feet	Water Content Percent	Density Dry	Density Wet	Shear Tests Type	Shear Tests ϕ	Shear Tests C	Atterberg Limits LL	Atterberg Limits PL	Atterberg Limits PI		Other Tests
0					Loose to very loose gray fine sand w/limestone (fill)	SP	PB-1	0											
					Stiff bown & gray clay w/some roots & few silt pockets	CH	2	2	38										
	1.00																		
5					Medium stiff brown & gray clay w/few silty sand pockets	CH	3	5	35	87	117	UC	--	602					
	1.25																		
					Medium stiff gray & tan clay w/few silty sand pockets & trace of decayed wood	CH	4	8	36	85	115	UC	--	941					
10	0.75				Soft gray silty clay	CL	5	11	35	87	117	UC	--	484					
	0.25				Soft gray clay w/few silty sand pockets & trace of decayed wood	CH	6	14	39	78	109	UC	--	462					
15																			
	0.25				Medium stiff dark gray & gray organic clay w/clay layers & trace of vertical clay lenses	OH	7	19	88										
20																			
					Very soft gray silty clay w/trace of concretions & trace of organic matter	CL	8	24	41	79	112	UC	--	225					
25																			
30							9	29											
					Medium stiff gray clay w/few fine sand pockets & trace of shell fragments	CH	10	34	59										
35																			
	0.50				w/few fine sand pockets & trace of concretions		11	39	35	87	118	UC	--	589					
40																			
	2.50				Very stiff greenish-gray & tan clay w/few silt pockets & trace of concretions	CH	12	44	23	105	129	UC	--	2078					
45																			
	0.75				Medium stiff gray & tan clay w/concretions	CH	13	49											
50																			

NOTES: Central Wastewater Plant

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