SPECIFICATIONS
AND
CONTRACT DOCUMENTS

WASTEWATER LINE REHABILITATION

OWNER

ST. JOHN THE BAPTIST PARISH

PEC PROJECT NO. 10929-2

JANUARY 2013

PROFESSIONAL ENGINEERING CONSULTANTS CORPORATION
7600 GSRI Avenue • Baton Rouge, LA 70820 Phone: 225.769.2810 • Fax: 225.769.2882

SET NO. _____

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

WASTEWATER LINE REHABILITATION

OWNER

ST. JOHN THE BAPTIST PARISH

STATE OF LOUISIANA
GERALD W. BABIN, JR.
License No. 28785
PROFESSIONAL
ENGINEER
IN
CIVIL ENGINEERING

1-3-13

PEC PROJECT NO. 10929-2

JANUARY 2013

PROFESSIONAL ENGINEERING CONSULTANTS CORPORATION
7600 GSRI Avenue • Baton Rouge, LA 70820 Phone: 225.769.2810 • Fax: 225.769.2882

SET NO. _____

ST. JOHN THE BAPTIST PARISH
WASTEWATER LINE REHABILITATIION

CONTRACT DOCUMENTS AND SPECIFICATIONS

TABLE OF CONTENTS

DIVISION 0 – BIDDING REQUIREMENTS AND CONTRACTING REQUIREMENTS

00030	Advertisement for Bids
00100	Information for Bidders
00300	Bid Form
00410	Bid Bond
00420	Attestations *(Submitted by Each Bidder within 10 Days of Bid Opening)*
	(LA. R.S. 38:2227 Past Criminal Convictions of Bidders)
	(LA. R.S. 38:2212.10 Verification of Employees)
00430	Contractor Affidavit (R.S. 38:2224) *(Successful Bidder Must Provide Post Bid)*
00440	Corporate Resolution *(Successful Bidder Must Provide Post Bid, if applicable)*
00450	Required DEQ Documents
00490	Notice of Award
	Acceptance of Notice of Award
00500	Agreement
00550	Notice to Proceed
	Acceptance of Notice to Proceed
00610	Payment Bond
00620	Performance Bond
00660	Periodic Estimate For Payment
00670	Contract Change Order
00680	Certificate of Substantial Completion
00700	General Conditions
00800	Supplementary General Conditions
00900	Special Conditions
	Federal Wage Rates

DIVISION 1 – GENERAL REQUIREMENTS

01005	General Requirements
01010	Summary of Work
01025	Measurement and Payment
01040	Project Coordination
01210	Preconstruction Conference
01310	Construction Schedules
01340	Shop Drawings, Product Data and Samples
01370	Schedule of Values
01400	Quality Control
01500	Temporary Facilities and Controls
01600	Material and Equipment
01630	Product Options & Substitutions
01641	Environmental Controls
01700	Contract Closeout
01720	Project Record Documents
01740	Miscellaneous Work and Cleanup

DIVISION 2 – SITE CONSTRUCTION

02200	Earthwork

ST. JOHN THE BAPTIST PARISH
WASTEWATER LINE REHABILITATIION

CONTRACT DOCUMENTS AND SPECIFICATIONS

TABLE OF CONTENTS

02740	Paving & Surfacing
02741	Paving Repair & Restoration
02920	Lawns & Grasses
02921	Seeding & Mulching
02950	Polyvinyl Chloride Gravity Sewer Pipe for Repair & Replacement
02952	Rehabilitation of Sewer By Cured-In-Place Pipe
02957	Smoke Testing
02958	Sewer Line Cleaning
02959	Sewer Television Inspection
02960	Service Reconnections
02961	Sewer Flow Control
02962	Cured-In-Place Pipe (CIPP) Laterals

DIVISION 0

BIDDING REQUIREMENTS AND CONTRACTING REQUIREMENTS

SECTION 00030

ADVERTISEMENT FOR BIDS

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

Sealed bids shall be received by the Owner for the construction of the project described as follows:

Wastewater Line Rehabilitation

This WORK includes furnishing all labor, materials and equipment for the sewer main line and service line point repairs, CIPP lining, manhole repair, roadway pavement removal and replacement and all associated miscellaneous rehabilitation/replacement work.

Bids shall be addressed to the St. John the Baptist Parish Council and delivered to the receptionist at the Parish President's Office in the Percy Hebert Building, 1801 West Airline Hwy., LaPlace, LA not later than 2:45 o'clock P. M. on Tuesday, February 26, 2013. **Bid envelope shall be marked "Sealed Bid – Wastewater Line Rehabilitation".** Any bids received after the specified time and date will not be considered. The sealed bids will be publicly opened and read aloud at 3:00 o'clock P. M. that same date in the St. John the Baptist Parish Joel S. McTopy Council Chambers located at 1801 West Airline Hwy. LaPlace, LA.

The Information for Bidders, Form of Bid Proposal, Form of Contract, Plans, Specifications and Forms of Bid Bond, Performance Bond, insurance and other contract documents may be examined at the Office of Professional Engineering Consultants located at 7600 G.S.R.I Ave., Baton Rouge, Louisiana 70820, Phone (225) 769-2810. Copies may be obtained at that office upon payment of $150 which constitutes the cost of reproduction and handling. Details may be viewed and electronic bids are being accepted @ www.centralbidding.com.

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

ST. JOHN THE BAPTIST PARISH COUNCIL

Publish:
January 30, 2013
February 6, 2013
February 13, 2013

SECTION 00100

INFORMATION FOR BIDDERS

BIDS will be received by St. John the Baptist Parish Council (hereinafter called the "OWNER"), at 1801 West Airline Highway, LaPlace, LA 70068 until 2:45 PM (local time) on Tuesday February 26, 2013. The sealed bids will be publicly opened and read aloud at 3:00 o'clock P. M. that same date in the St. John the Baptist Parish Joel S. McTopy Council Chambers located at 1801 West Airline Hwy. LaPlace, LA.

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

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

Bidder must be licensed in the State of Louisiana under the classification of "Municipal and Public Works Construction".

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

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

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

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

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

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

Method of Bidding: The OWNER invites the following BIDS: Base Bid – Wastewater Line Rehabilitation

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

A conditional or qualified BID will not be accepted.

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

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

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

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

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

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

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

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

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

BIDDER from any obligation under his/her BID as submitted. All ADDENDA so issued shall become part of the CONTRACT DOCUMENTS.

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

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

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

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

Time of Completion and Liquidated Damages: BIDDER shall agree to commence WORK on or before a date to be specified in the written NOTICE TO PROCEED of the OWNER and to fully complete the PROJECT within the one hundred fifty (150) calendar days thereafter. BIDDER shall agree to pay as liquidated damages the sum specified in Section 00500, AGREEMENT, for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

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

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

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

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

The Engineer is Professional Engineering Consultants Corporation. The ENGINEER's address is 7600 GSRI Avenue, Baton Rouge, LA 70820.

EXPLANATION OF AFFIRMATIVE ACTION STEPS

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

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

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

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

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

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

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

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

The MBDA also maintains a database which can be accessed by typing **www.mbda.gov** to reach their opportunity database. Information you

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

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

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

SECTION 00300
LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

(Owner to provide name and address of owner)

BID FOR: Wastewater Line Rehabilitation

PEC Project No. 10929.06 -2

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

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: **Professional Engineering Consultants Corp.** and dated: **January, 2013**

(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) _____ _____.

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

_____ Dollars ($ _____)

ALTERNATES: For all work required by the Bidding Documents for Alternates (including any and all unit prices designated as Alternates in the unit price description:

Not Applicable Dollars ($ N/A)

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

Not Applicable Dollars ($ N/A)

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

Not Applicable Dollars ($ N/A)

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

Not Applicable Dollars ($ N/A)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

_____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

* The 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.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM
BASE BID

TO: St. John The Baptist Parish
1801 W. Airline Hwy.
LaPlace, LA 70068

(Owner to provide name and address of owner)

BID FOR: WASTEWATER LINE REHABILITATION
PEC Project No. 10929.05-2

(Owner to provide name of project and other identifying)

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

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**8" Sewer Pipe Point Repair Excavation, Backfill and Compaction (Depth A: 0.0'-6.0')**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
1	465	L.F.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**8" Sewer Pipe Point Repair Excavation, Backfill and Compaction (Depth B: 6.1'-8.0')**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
2	350	L.F.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**8" Sewer Pipe Point Repair Excavation, Backfill and Compaction (Depth C: 8.1'-10.0')**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
3	216	L.F.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**8" Sewer Pipe Point Repair Excavation, Backfill and Compaction (Depth D: 10.1'-12.0')**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
4	140	L.F.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**10" Sewer Pipe Point Repair Excavation, Backfill and Compaction (Depth E: 12.1'-14.0')**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
5	14	L.F.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**10" Sewer Pipe Point Repair Excavation, Backfill and Compaction (Depth F: 14.1'-16')**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
6	26	L.F.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Additional Sand Backfill (In place measure) (As directed by Engineer)**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
7	400	C.Y.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Additional Bedding Material (As directed by Engineer)**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
8	300	S.Y.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Saw Cut, Removal and Replacement of Asphalt Pavement and Base**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
9	775	S.Y.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Saw Cut, Removal and Replacement of Concrete Pavement and Base**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
10	90	S.Y.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Saw Cut, Remove and Restore Concrete Curb**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
11	100	L.F.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Saw Cut, Removal and Restore of Concrete Walks and Driveways**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
12	100	S.Y.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**8" Sewer Pipe Replacement (Includes Pipe and Couplings)**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
13	952	L.F.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**10" Sewer Pipe Replacement (Includes Pipe and Couplings)**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
14	36	L.F.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Smoke Testing for Leak Identification**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
15	1,000	L.F.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Mainline Service Line Connection at Point Repairs (Including tee connections, wye connections and miscellaneous fittings)**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
16	83	E.A		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Service Line Repair (4" and 6")**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
17	200	L.F.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Removal and Replacement of Cleanouts**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
18	10	E.A.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Internal Removal of Protruding Service Connections**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
19	5	E.A.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Obstruction Removal**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
20	50	E.A.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Connections to Existing Manholes**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
21	18	E.A.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**TV Inspection and Cleaning of Sewer Lines (to be used only as directed)**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
22	3,000	L.F.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Additional Set-up for Television Inspection and Cleaning**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
23	2	E.A.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Replace Cleanout Cap**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
24	5	E.A.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Seal Open Ended Pipe**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
25	5	E.A.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Disconnect Surface Drain**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
26	2	E.A.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Miscellaneous Work and Cleanup**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
27	1	L.S.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**8" Sewer Pipe Cured In-Place (Includes CCTV Pre and Post Construction)**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
28	15,925	L.F.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**10" Sewer Pipe Cured In-Place (Includes CCTV Pre and Past Construction)**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
29	473	L.F.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Top Hats for Service Line Connections**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
30	61	E.A.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Cured-In-Place Restored Service Line Connections (All Sizes)**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
31	225	E.A.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Locate and Raise Manhole (Up to a Max of 9")**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
32	8	E.A.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**By-Pass Pumping**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
33	1	L.S.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Traffic Control and Construction Signage**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
34	1	L.S.		

DESCRIPTION:	■ Base Bid or ☐ Alt.# __	**Mobilization**		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
35	1	L.S.		

TOTAL BASE BID (Item Nos. 1 -35)	**$** _____

Wording for "DESCRIPTION" is to be provided by the Owner.
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner
Authority Note: Promulgated in accordance with R.S. 38:2212.
Historical Note: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1522 (August 2009).

Jerry W. Jones
Assistant Commissioner

SECTION 00410

BID BOND

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

The condition of the above obligation is such that whereas the PRINCIPAL has submitted to _____ St. John the Baptist Parish _____ a certain BID, attached hereto and hereby made a part hereof to enter into a CONTRACT in writing, for **Wastewater Line Rehabilitation.**

NOW, THEREFORE,

(a) If said BID shall be rejected, or

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

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

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

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

_____	_____
Principal	Witness

By:_____

_____	_____
Surety	Witness

By:_____

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

(SUBMIT BY EACH BIDDER WITHIN 10 DAYS AFTER BID OPENING)

SECTION 00420
ATTESTATIONS

Wastwater Line Rehabilitation
Name of Project

St. John the Baptist Parish
Name of Owner

Date of Bid

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that:

LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

(a) Public bribery (R.S. 14:118)
(b) Corrupt influencing (R.S. 14:120)
(c) Extortion (R.S. 14:66)
(d) Money laundering (R.S. 14:23)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

(a) Theft (R.S. 14:67)
(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) Issuing worthless checks (R.S. 14:71)
(f) Bank fraud (R.S. 14:71.1)
(g) Forgery (R.S. 14:72)
(h) Contractors; misapplication of payments (R.S. 14:202)
(i) Malfeasance in office (R.S. 14:134)

LA. R.S. 38:2212.10 VERIFICATION OF EMPLOYEES

A. Appearer is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

NAME OF BIDDER **NAME OF AUTHORIZED SIGNATORY OF BIDDER**

DATE **TITLE OF AUTHORIZED SIGNATORY OF BIDDER**

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SECTION 00430

CONTRACTOR AFFIDAVIT
(R.S. 38:2224)

STATE OF LOUISIANA

PARISH OF _____

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

That _____ has/have been selected as Contractor for the _____ for Wastewater Line Rehabilitation;
(OWNER) PROJECT NAME
and that affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course or their duties for affiant; and

That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alternation or demolition of the public building or project were in the regular course of their duties for affiant.

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

WITNESSES:

_____

_____ BY: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

_____
Notary Public

SECTION 00440

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF _____ _____, INCORPORATED.

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

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

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

_____

SECRETARY-TREASURER

_____

DATE

SECTION 00450
REQUIRED DEQ DOCUMENTS

(Successful Bidder Must Provide Post Bid)

1. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
2. Prospective Prime Contractor's (Bidder) Statement About Equal Opportunity Clause
3. Prospective Prime Contractor's (Bidder) Certification of Non-Segregated Facilities
4. Contractor's Guide & Record For Implementation Of Six Affirmative Actions
5. Utilization Of Women/Minority Contractor Information Sheet
6. Letter of Intent
7. MBE/WBE Certification
8. Disadvantage Business Enterprise Program Subcontractor Participation Form
9. Disadvantage Business Enterprise Program Subcontractor Performance Form
10. Disadvantage Business Enterprise Program Subcontractor Utilization Form

EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three year period preceding this proposal been convicted of or had a civil 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 or default.

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

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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

Instructions

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

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

Where To Submit

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

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

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

How To Obtain Forms:

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

Additional copies/assistance may be requested from:

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

RF-211
7/2/91

PROSPECTIVE PRIME CONTRACTOR'S (BIDDER)
STATEMENT ABOUT EQUAL OPPORTUNITY CLAUSE

( ) I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114. I have filed all reports due under the requirements contained in 40 CFR, Part C, 8.11.

( ) I have not participated in previous contract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114.

I will obtain a similar statement from any proposed subcontractor(s), when appropriate.

(Signature and Title of Prospective Prime or Sub Contractor's Representative)

(Printed or typed Name and Title of Prospective Prime or Sub Contractor' s Representative)

(Name and address of Prospective Prime or Sub Contractor)

RF-212
7/2/91

PROSPECTIVE PRIME CONTRACTOR'S (BIDDER)
CERTIFICATION OF NONSEGREGATED FACILITIES

I hereby certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any locations under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award o any federally assisted subcontract exceeding $10,000 which is not exempt from the equal opportunity clause.

(Signature and Title of Prospective Prime Contractor's Representative)

(Printed or Typed Name and Title of Prospective Prime Contractor's Representative)

(Name and Address of Prospective Prime Contractor)

RF-200
2/26/09

CONTRACTOR'S GUIDE & RECORD
FOR IMPLEMENTATION OF SIX AFFIRMATIVE ACTIONS

It is a Federal requirement that all procurement made with Federal funds utilize six (6) affirmative action steps to utilize small business enterprises (SBE's), minority business enterprises (MBE's), women's business enterprises (WBE's), and small businesses in rural areas (SBRA's) in the areas of construction, services, equipment, and supplies. For each of the following six steps, please state what actions were taken to comply with that step or reasons that no action was taken.

1. **Placing qualified MBEs, SBEs, WBEs, and SBRAs on solicitation lists.**

2. **Assuring that MBEs, SBEs, WBEs, and SBRAs, once identified, are solicited whenever they are potential sources.**

3. **Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by MBEs, SBEs, WBEs, and SBRAs.**

4. **Establishing delivery schedules, where the requirement permits, which encourage participation by MBEs, SBEs, WBEs, and SBRAs.**

5. **Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce to identify qualified MBEs, SBEs, WBEs, and SBRAs.**

6. **Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed here. If no subcontracts are to be awarded, these steps must still be taken in procuring equipment and supplies.**

RF-245
7/15/97

UTILIZATION OF WOMEN/MINORITY CONTRACTOR INFORMATION SHEET

Loan Recipient_____ Project Number_____

DEQ Contract No._____ Contract Amount_____

Prime Contractor

Name_____Phone_____

Address_____

_____

Subcontractor Contacted

Name_____Phone_____

Address_____

_____

( ) Black ( ) Native American ( ) Hispanic ( ) Asian ( ) Woman

( ) Contractor ( ) Supplier

Tasks or Material offered to MBE/WBE _____

_____

_____

If MBE/WBE is utilized, attach letter of intent (RF-248) signed and dated by both parties. If no MBE/WBE' s are used for this project, attach copies of any letters of solicitation, phone memos, advertisements for subcontractors or other documentation of efforts to utilize MBE/WBE' s.

RF-248
7/15/97

LETTER OF INTENT

(Use of prime contractors only - submit separate form for each MBE/WBE to be used)

Prime Contractor

Name_____ Phone_____

Address_____

_____

Subcontractor Contacted

Name_____ Phone_____

Address_____

_____

Amount of subagreement_____

Description of work to be performed under agreement with MBE/WBE firm:

_____

_____

_____

_____

_____

_____

Prime contractor intends to utilize the above named MBE/WBE firm for work and amount indicated above. This letter of intent submitted with the bidding document will be converted into a binding contract as soon as possible after contract award.

_____ _____

Signature of Prime Contractor Signature of Subcontractor

_____ _____

Date Date

RF-373
7/15/97

MBE/WBE CERTIFICATION

Loan Recipient_____

Project Number_____DEQ Contract No._____

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

Determination has been made that the Minority/Women's Business Enterprises participating in this project are qualified in conformance with Section 2117 of the Municipal Facilities Revolving Loan Fund Rules and Regulations.

The attached letter of intent and the following is the Loan Recipients effort to show compliance with DEQ's policy.

Prime Construction Contractor_____

Construction Contract Amount_____

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

Total amount awarded to minorities_____

Total amount awarded to women_____

_____ _____
Date Authorized Representative of Recipient

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

NAME OF SUBCONTRACTOR[1]	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

_____
_____
_____
_____
_____

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR

_____ _____
Subcontractor Signature Title/Date

[1]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR[1]	PROJECT NAME
ADDRESS	BID/PROPOSAL NO.
TELEPHONE NO.	E-MAIL ADDRESS
PRIME CONTRACTOR NAME	

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR

Currently certified as an MBE or WBE under EPA's DBE Program? _____ Yes _____ No Signature of Prime Contractor Date Print Name Title _____

_____ Signature of Subcontractor Date

_____ _____ Print Name Title

[1]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors[1] will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature of Prime Contractor _____ Date _____

Print Name _____ Title _____

[1]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

SECTION 00490

NOTICE OF AWARD

TO: _____
_____
_____

PROJECT Description: **Wastewater Line Rehabilitation** The OWNER has considered the BID submitted by you for the above described WORK in response to its ADVERTISEMENT FOR BIDS dated _____ _____, and INSTRUCTIONS TO BIDDERS.

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

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

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

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

Dated this _____ day of _____1_____, _____.

St. John the Baptist Parish
OWNER

By_____
Natalie Robottom

TITLE President

ACCEPTANCE OF NOTICE

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

BY_____

TITLE_____

SECTION 00500

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20___, by and between

St. John the Baptist Parish

hereinafter called "OWNER" and _____doing business as a _____ hereinafter called "CONTRACTOR".

(Individual/Partnership/Corporation)

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

1. The CONTRACTOR will commence and complete the **Wastewater Line Rehabilitation**.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS within fourteen (14) calendar days after the date of the NOTICE TO PROCEED and will complete the same within one hundred fifty (150) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. Liquidated damages in the amount of 300.00 per day will be assessed for each day this PROJECT is not completed beyond the completion date.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of $_____.

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

00030	ADVERTISEMENT FOR BIDS
00100	INSTRUCTIONS TO BIDDERS
00300	BID FORM
00410	BID BOND
00420	ATTESTATIONS
00430	CONTRACTOR AFFIDAVIT
00440	CORPORATE RESOLUTION
00450	REQUIRED DEQ DOCUMENTS
00490	NOTICE OF AWARD
	ACCEPTANCE OF NOTICE OF AWARD
00500	AGREEMENT
00550	NOTICE TO PROCEED
	ACCEPTANCE OF NOTICE TO PROCEED
00610	PAYMENT BOND
00620	PERFORMANCE BOND
00660	PERIODIC ESTIMATE FOR PAYMENT
00670	CONTRACT CHANGE ORDER
00680	CERTIFICATE OF SUBSTANTIAL COMPLETION
00700	GENERAL CONDITIONS
00800	SUPPLEMENTARY GENERAL CONDITIONS
00900	SPECIAL CONDITIONS
	FEDERAL WAGE RATES

DIVISIONS 1 THRU 16 - TECHNICAL SPECIFICATIONS

DRAWINGS prepared by Professional Engineering Consultants Corporation numbered 1 through 14, dated January, 2013.

SPECIFICATIONS prepared or issued by Professional Engineering Consultants Corporation dated January, 2013.

ADDENDA:

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

6. The OWNER will pay to the CONTRACTOR, in the amount and at such times as set forth in the GENERAL CONDITIONS, such amounts as required by the CONTRACT DOCUMENTS.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

(SEAL) OWNER:

ATTEST: St. John the Baptist Parish

BY _____ (Please Type) BY _____

TITLE _____ NAME Natalie Robottom, President (Please Type)

(SEAL) CONTRACTOR:

ATTEST:

_____ _____

BY _____ (Please Type) BY _____

TITLE _____ NAME _____ (Please Type)

ADDRESS _____

_____

SECTION 00550

NOTICE TO PROCEED

TO: _____ Date: _____

_____

_____

Project: **Wastewater Line Rehabilitation**

_____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20___, on or before _____, 20_____, and you are to complete the WORK within one hundred fifty (150) consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 20___.

St. John the Baptist Parish
OWNER

By: _____
Natalie Robottom

Title: Parish President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____, this the _____ _____, 20___.

_____

By _____

Title _____

SECTION 00610

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

hereinafter called PRINCIPAL and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

St. John the Baptist Parish
(Name of Owner)

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

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

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

Wastewater Line Rehabilitation

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

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

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

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

(a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the WORK or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the WORK or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the states in which the aforesaid PROJECT is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date of which PRINCIPAL ceased WORK on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

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

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

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

ATTEST:

_____
(Principal)

_____ By _____
(Principal) Secretary

_____
(Address)

_____ _____
Witness as to Principal

_____
(Address)

_____ _____
Surety

ATTEST:

_____ By _____
Witness as to Surety Attorney-in-Fact

_____ _____
(Address) (Address)

_____ _____

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

If CONTRACTOR is partnership, all partners should execute BOND.

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

SECTION 00620

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

hereinafter called PRINCIPAL and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

St. John the Baptist Parish
(Name of Owner)

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

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

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

Wastewater Line Rehabilitation

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

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

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

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

ATTEST:

_____
(Principal)

_____ By _____
(Principal) Secretary

_____
(Address)

_____ _____
Witness as to Principal

_____
(Address)

_____ _____
Surety

ATTEST:

_____ By _____
Witness as to Surety Attorney-in-Fact

_____ _____
(Address) (Address)

_____ _____

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

If CONTRACTOR is partnership, all partners should execute BOND.

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

SECTION 00660

PERIODIC ESTIMATE FOR PAYMENT

PERIODIC ESTIMATE FOR PAYMENT **NO:** _____ **PERIOD:** _____ through _____ **SHEET:** 1 **of** _____

OWNER: St. John the Baptist Parish
ENGINEER: Professional Engineering Consultants Corp.
CONTRACTOR:
PROJECT NO.: 10929.10-2

PROJECT: **Wastewater Line Rehabilitation**
CONTRACT:
PERCENT COMPLETE:
ORIGINAL CONTRACT TIME: 150 Days **TIME REMAINING:** Days
CONTRACT COMPLETION DATE:

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

Change Order	Additions	Deductions

Net Change: $ _____

Original Contract Sum:	_____
Change Orders (Net Change):	_____
Contract Sum to Date:	_____
Material Stored:	_____
Work Completed to Date:	_____
Total Completed to Date:	_____
Retainage:	_____
Total Earned Less Retainage:	_____
Less Previous Estimates:	_____
Total Due This Estimate:	_____

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

Contractor: _____ **By:** _____ **Date:** _____

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

Engineer: **Professional Engineering Consultants Corp.** **By:** _____ **Date:** _____

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

Owner: **St. John the Baptist Parish** **By:** _____ **Date:** _____

PERIODIC ESTIMATE FOR PAYMENT NO.: PERIOD: through SHEET 2 of

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

SECTION 00670

CONTRACT CHANGE ORDER

Project No. 10929.10-2 Date: _____

Change Order No. _____ State: Louisiana

Parish: St. John the Baptist Parish

Contract For: **Wastewater Line Rehabilitation**

Owner: St. John the Baptist Parish

To (Contractor): _____

You are hereby requested to comply with the following changes from the Contract Plans and Specifications:

DESCRIPTION OF CHANGES	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
TOTALS:		
NET CHANGE IN CONTRACT PRICE:		

JUSTIFICATION:

The amount of the Contract will be increased/decreased by the sum of: _____

_____ Dollars ($_____).

The Contract Total, including this and previous Change Orders, will be: _____

_____ Dollars ($_____).

The Contract Period provided for Completion will be increased/decreased _____ days.

The Contract Completion Date is _____.

This document will become a supplement to the Contract and all provisions will apply thereto.

Recommended: _____ _____

Professional Engineering Consultants Corporation Date

Accepted: _____ _____

Contractor Date

Approved: _____ _____

St. John the Baptist Parish Date

SECTION 00680

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: **Wastewater Line Rehabilitation**

PROJECT NO. 10929.07-2

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

CONTRACTOR:

ENGINEER: Professional Engineering Consultants Corporation
7600 GSRI Avenue
Baton Rouge, Louisiana 70820

DATE OF SUBSTANTIAL COMPLETION: _____

DEFINITION OF SUBSTANTIAL COMPLETION

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

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

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

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

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

PROFESSIONAL ENGINEERING CONSULTANTS CORPORATION

Recommended: _____ Date: _____

CONTRACTOR

Accepted: _____ Date: _____

ST. JOHN THE BAPTIST PARISH

Approved: _____ Date: _____

SECTION 00700

GENERAL CONDITIONS

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR - The person, firm, or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS - The parts of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

1.12 ENGINEER - The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.

1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the WORK is to be performed.

1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.21 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION - That date certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

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

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

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

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

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

3. SCHEDULES, REPORTS AND RECORDS

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

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

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

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

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

4. DRAWINGS AND SPECIFICATIONS

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

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

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

5. SHOP DRAWINGS

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

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

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

6. MATERIALS, SERVICES AND FACILITIES

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

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

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

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

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

7. INSPECTION AND TESTING

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

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

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

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

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

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

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

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

8. SUBSTITUTIONS

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

9. PATENTS

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

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

10. SURVEYS, PERMITS, REGULATIONS

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

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

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

11. PROTECTION OF WORK, PROPERTY, AND PERSONS

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

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

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

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

12. SUPERVISION BY CONTRACTOR

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

13. CHANGES IN THE WORK

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

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

14. CHANGES IN CONTRACT PRICE

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

a. Unit prices previously approved.

b. An agreed lump sum.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

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

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

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

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

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

16. CORRECTION OF WORK

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

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

17. SUBSURFACE CONDITIONS

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

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

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

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

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

18. SUSPENSION OF WORK, TERMINATION, AND DELAY

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

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

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

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

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

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

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

19. PAYMENT TO CONTRACTOR

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

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

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

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

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

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

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

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

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

21. INSURANCE

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

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

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

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

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

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

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

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

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR. Insurance shall be written with a limit of liability of not less than $500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than $500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than $200,000 aggregate for any such damage sustained by two or more persons in any one accident.

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

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

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

22. CONTRACT SECURITY

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance BOND and a Payment BOND in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

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

24. INDEMNIFICATION

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

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

25. SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and

coordinate the WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

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

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

26. SUBCONTRACTING

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

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

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

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

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

27. ENGINEER'S AUTHORITY

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

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

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

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

28. LAND AND RIGHTS-OF-WAY

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

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

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

29. GUARANTEE

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

30. TAXES

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

END OF SECTION

SECTION 00800

SUPPLEMENTAL GENERAL CONDITIONS

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

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

1. CONTRACT APPROVAL.

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

2. CONTRACT CHANGE ORDERS.

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

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

3. PARTIAL PAYMENT ESTIMATES.

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

3.1.1 Defective work not remedied.

3.1.2 Claims filed.

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

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

3.1.5 Damage to another CONTRACTOR.

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

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

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

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

4. CONFLICT OF INTEREST.

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

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

5. PROTECTION OF LIVES AND PROPERTY

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

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

6. REMEDIES.

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

7. GRATUITIES.

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

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

8. AUDIT AND ACCESS TO RECORDS.

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

END OF SECTION

SECTION 00900

SPECIAL CONDITIONS

1.01 SCOPE OF WORK

Work to be performed under this Project shall include, but is not necessarily limited to the following: furnishing all labor, materials and equipment for the sewer main line and service line point repairs, CIPP lining, manhole repair, and all associated miscellaneous rehabilitation/replacement including roadway pavement replacement.

1.02 TIME OF COMPLETION AND LIQUIDATED DAMAGES

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

Contract	Consecutive Calendar Days	Liquidated Damages/ Day
Wastewater Line Rehabilitation	150	$300.00

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

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

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

1.03 LABOR

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

1.04 PERFORMANCE-PAYMENT BOND

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

1.05 HEALTH AND SAFETY

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

1.06 CHANGES IN SCOPE OF WORK

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

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

1.07 INSPECTION BY GOVERNMENT AGENCIES

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

1.08 WORK SCHEDULES

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

1.09 MEASUREMENT AND PAYMENT

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

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

1.10 "OR EQUAL" CLAUSE

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

1.11 GUARANTEE

The Contractor shall guarantee all workmanship and materials under this Contract for a period of twelve (12) months after FINAL ACCEPTANCE of the Contract and shall in the event of failure of any item due to faulty workmanship or materials replace same without cost to the OWNER.

1.12 PRECONSTRUCTION CONFERENCE

The preconstruction conference will be held at a time and place as directed by the ENGINEER. The successful

Bidder shall submit his construction schedule to the OWNER at least seven (7) days prior to the preconstruction conference for review and approval. The preconstruction conference will not be scheduled until the contractor submits his construction schedule.

1.13 PLANS AND SPECIFICATIONS

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

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

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

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

1.15 SHOP DRAWINGS AND MATERIALS

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

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

1.16 LAYOUT OF SEWER LINES

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

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

1.17 RECORD DRAWINGS

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

1.18 GENERAL AND SUPPLEMENTAL CONDITIONS

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

1.19 EXCAVATION AND REPLACEMENT OF CULVERTS, DRIVEWAYS, AND LAWNS

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

1.20 CONFORMANCE TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

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

1.21 AUTHORIZATION TO EXECUTE DOCUMENTS

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

1.22 TOOLS, PLANT AND EQUIPMENT

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

1.23 PLANS

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

1.24 LETTER OF SUBSTANTIAL COMPLETION

The Letter of Substantial Completion will be issued by the ENGINEER to the CONTRACTOR for filing at the Parish Court House to initiate the final forty-five (45) day lien period for the Contract. There shall be attached to the Certificate of Substantial Completion a "tentative list of items" (with designated dollar values) to be completed or corrected prior to the final payment. This will be called the "Special Retainage Punch List" and the value of said punch list items times two will be withheld from the Contractor until all such items have been completed. No payment of the special retainage shall be made until all items on the "Special Retainage Punch List" have been completed unless specifically approve by the Owner, at his sole discretion. In no instance will the special retainage exceed the retainage authorized by state of five percent (5%) on contracts of $500,000 and more or the ten percent (10%) retainage on contracts of less the $500,000. If after the 45 day lien period the Contractor fails to address, to the satisfaction of the Owner and Engineer, the "tentative list of items", the Owner shall have the right to reinstate the liquidated damages provision of the Contract at a rate of $300.00 per day.

1.25 USE OF CHEMICALS

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

1.26 BID ANALYSIS AND AWARD

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

1.27 NOTIFICATION OF COMMENCEMENT OF WORK

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

1.28 WASTE MATERIALS

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

1.29 SEQUENCE OF CONSTRUCTION

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

1.30 INTERRUPTION OF TRAFFIC

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

1.31 EROSION AND SILTATION

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

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

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

1.33 RECORD DRAWINGS (NO DIRECT PAY ITEM)

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

A. Legibly mark drawings to record actual construction.

1. Elevations of various structure elements in relation to elevation datum.

2. All underground piping and appurtenances, including service lines, sewer main, man holes, service wyes, cleanouts, etc. with elevations and dimensions, changes to piping, locations, horizontal and vertical location of underground piping, utilities (including electrical) and appurtenances referenced to permanent surface improvements, actual installed pipe material, class, etc.

3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
4. Field changes of dimensions and details.

5. Changes made by field order or by change orders.

6. Details not on original contract drawings.

7. Equipment and piping relocations.

B. Furnish certified site survey and line elevations and stationing at 100 foot increments at all points of change of directions of pipelines by a registered land surveyor.

1.34 AUDIO - VIDEO RECORDS (NO DIRECT PAY ITEM)

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

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

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

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

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

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

1.35 SPECIAL INSTRUCTIONS

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

1.36 CONSTRUCTION MEETING

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

1.37 PROJECT SIGN (NO DIRECT PAY ITEM)

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

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

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

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

1.39 PAVEMENT PATCHING

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

1.40 TECHNICAL SPECIFICATION CONFLICTS

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

1.41 STORMWATER PERMITS (NO DIRECT PAY)

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

1.42 DEMOBILIZATION NOTICE

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

1.43 MINIMUM INSURANCE COVERAGE REQUIREMENTS

Contractor shall have and maintain, until final acceptance of the Work by the Owner and Council, the minimum insurance described herein with an insurance company authorized to do business in the State of Louisiana that has an industry rating of at least A-, Class VI, according to Best's Key Rating Guide. Contractor shall deliver to Owner certificates of insurance showing such insurance is in effect prior to execution of the Contract, which certificates shall incorporate a provision that no cancellation or change in such insurance shall be effected without at least 30 days prior written notice being given to the Owner and Engineer. These requirements shall not be construed to limit any obligations of indemnity and/or defense of the Contractor or Surety, but constitutes minimum insurance requirements, which must be provided and maintained.

A. Standard Workmen's Compensation – Full statutory liability under Louisiana law with Employer's Liability Coverage.

B. Commercial General Liability coverage (ISO form CG 00 01) when the Contract amount is as follows:

1. General Aggregate:

CONTRACT AMOUNT	MINIMUM LIMITS OF INSURANCE
Less than 1,000,000	$1,000,000
$1,000,000 to $5,000,000	$2,000,000
$5,000,000 to $10,000,000	$3,000,000
Greater than $10,000,000	$4,000,000

2. Products – Completed Operations Aggregate:

CONTRACT AMOUNT	MINIMUM LIMITS OF INSURANCE
Less than 1,000,000	$1,000,000
$1,000,000 to $5,000,000	$2,000,000
$5,000,000 to $10,000,000	$3,000,000
Greater than $10,000,000	$4,000,000

3. Personal and Accidental Injury:

CONTRACT AMOUNT	MINIMUM LIMITS OF INSURANCE
Less than 5,000,000	$1,000,000
Greater than $5,000,000	$2,000,000

4. Each Occurrence:

CONTRACT AMOUNT	MINIMUM LIMITS OF INSURANCE
Less than $5,000,000	$1,000,000
Greater than $5,000,000	$2,000,000

The above Commercial General Liability coverage shall not be narrowed endorsement without the express written agreement of the Owner.

C. Business Auto Policy – Combined single limit $1,000,000.

D. Umbrella Liability: Lower primary limits will be accepted if Umbrella Coverage is provided with limits of at least $1,000,000 in excess of primary coverage shown on the certificate.

E. St. John the Baptist Parish shall be named on all liability policies described above as "additional insured" as respects liability arising out of the Project; products and completed operations of the Contractor, as well as premises owned, occupied or used by the Contractor. The additional insured coverage shall contain no special limitations on the scope of protection afforded to any additional insured. It is understood that the business auto policy under "Who is and Insured" automatically provides liability coverage in favor of the Owner. Any failure of Contractor to comply with any reporting provision of any policy shall not affect coverage provided to an additional insured.

F. Waiver of subrogation in favor of the St. John the Baptist Parish is required on Worker's Compensation insurance.

G. The certificate holder shall be listed as follows:

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

H. The insurance to be provided by Contractor shall not include any exclusion or endorsement precluding coverage for claims between insureds and/or additional insureds.

1.44 EQUAL OPPORTUNITY CLAUSE: 40 CFR PART 8

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

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

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

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under this equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and. orders.

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

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.45 HISTORICAL PRESERVATION CLAUSE: 36 CFR PART 800

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

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

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

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

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

1.47 PRESIDENTIAL EXECUTIVE ORDERS

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

(1) 11625, 12138, and 12434 - Women's and Minority Business Enterprise;
(2) 12549 - Debarment and Suspension
(3) 11246 - Equal Employment Opportunity.
(4) 13202, As Amended By Executive Order 13208 – Preservation of Open Competition

1.48 DAVIS-BACON AND RELATED ACTS PROVISIONS AND PROCEDURES

TITLE 29--LABOR
PART 5 - LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION
Subpart A -- Davis-Bacon and Related Acts Provisions and Procedures
Sec. 5.5 Contract provisions and related matters.

(a) The Louisiana Department of Environmental Quality requires the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct

classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/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 the subrecipient(s) for transmission to the State or EPA if requested by EPA , the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

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

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

(4) Apprentices and trainees--

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

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

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

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

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

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such

workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

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

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

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

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

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

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

1.49 EXPLANATION OF AFFIRMATIVE ACTION STEPS

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

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

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

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

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

5. Using the services and assistance of the U.S Department of Commerce's Minority Business Development Agency (MBDA) and the Small Business Administration (SBA); and

6. Requiring the prime contractor to take the affirmative steps outlined here. If the successful bidder does not plan to award subcontracts, these steps should still be taken in procuring equipment and supplies.
Step number five (5) is not mandatory if other sources to identify MBE's, WBE's, SBE's, and SBRA's are utilized. However, the use of these resources is encouraged. There are several online databases that list qualifying firms, some of which may be identified as disadvantaged business enterprises (DBE) rather than MBE, WBE, SBE, or SBRA firms.

One of these databases in the PRO-Net database which can be accessed by typing **www.sba.gov** to reach the SBA WebPage. The PRO-Net database allows you to conduct a search for firms based on a number of criteria such as locality, SIC codes, bonding capability, etc. This database also allows you to locate firms that have been certified

through the 8(a) program which certifies that the company has at least 2 years experience, has adequate financing and bonding to perform, and has references from previous jobs. If you do not have Internet access you can contact the New Orleans office of the SBA at (504) 589-2847.

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

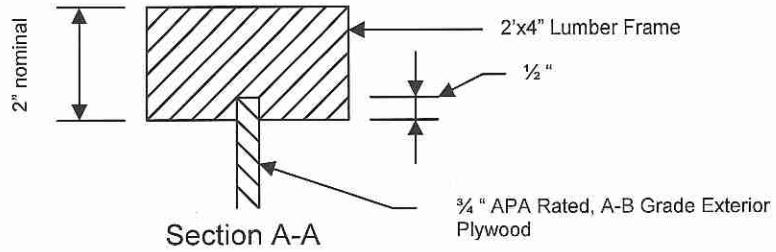
The Louisiana Department of Transportation and Development (DOTD) also has an online list of DBE firms that have been certified by DOTD. Typing **www.dotd.state.la.us/cgibin/construction.cgi** will take you to the site where you can select the most current list of DBE firms. The phone number for DOTD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

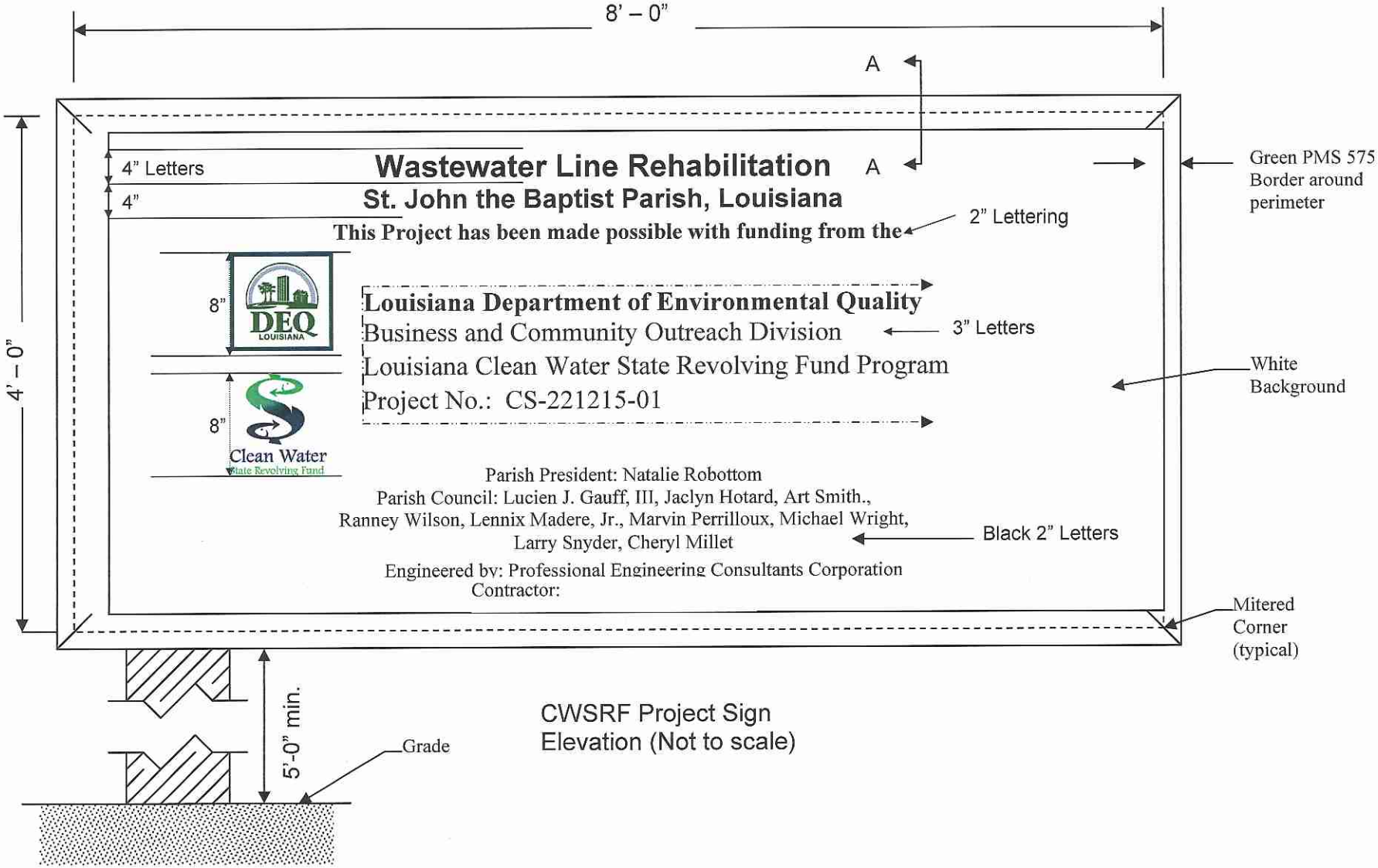
The successful bidder must provide documentation to demonstrate that the affirmative action steps were pursued. In addition to the use of forms RF-245 and RF 248, documentation might include records of telephone calls, records of utilization of the MBDA and SBA Web sites, and relevant correspondence.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

END OF SECTION

PROJECT SIGN SCHEMATIC

Note: All lettering shall be Green PMS 575 except as noted. Spacing between lines shall be 1" except as noted.





CWSRF Project Sign
Elevation (Not to scale)

FEDERAL WAGE RATES

>

General Decision Number: LA120007 12/14/2012 LA7

Superseded General Decision Number: LA20100008

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.)

Modification Number	Publication Date
0	01/06/2012
1	03/09/2012
2	04/13/2012
3	06/01/2012
4	06/15/2012
5	07/06/2012
6	07/27/2012
7	08/03/2012
8	09/28/2012
9	12/14/2012

CARP0729-001 07/01/2012

	Rates	Fringes
MILLWRIGHT	$ 25.80	9.50

CARP1846-006 07/01/2012

	Rates	Fringes
CARPENTER (formbuilding/formsetting and Piledrivers)	$ 22.21	7.75

---

* ELEC0130-005 12/01/2012

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

	Rates	Fringes
ELECTRICIAN (including low voltage wiring)	$ 28.50	9.24

ELEC1077-002 09/01/2012

ST. TAMMANY PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring)	$ 22.50	7.17

ENGI0406-018 07/01/2009

	Rates	Fringes
OPERATOR: Power Equipment		
Bulldozer	$ 21.26	6.70
Mechanic	$ 23.31	6.70

PLAS0567-003 07/01/2012

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

	Rates	Fringes
Cement Mason/Concrete Finisher	$ 20.58	5.69

PLAS0812-003 06/01/2004

ST. JAMES PARISH

	Rates	Fringes
Cement Mason/Concrete Finisher	$ 21.85	0.00

PLUM0060-002 06/04/2012

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)	$ 26.88	10.42

PLUM0198-005 07/01/2012

ST. JAMES PARISH (Northwestern Portion)

	Rates	Fringes
PLUMBER (excluding pipe laying)	$ 24.54	10.38

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.

==========

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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current

negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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.

==========

END OF GENERAL DECISION