

BID DOCUMENTS SPECIFICATIONS

for

PORT OF SOUTH LOUISIANA

Access Road to Building 71

Globalplex Road Improvements and Drainage

Between Globalplex Buildings 71 and 76

Port of South Louisiana – Globalplex Facility

RESERVE, LA 70084

EDA PROJECT NO. 08-01-05363

PREPARED FOR

PORT OF SOUTH LOUISIANA

1720 LOUISIANA HIGHWAY 44

RESERVE, LA 70084

APRIL 2024

N-Y JOB NUMBER: 21005

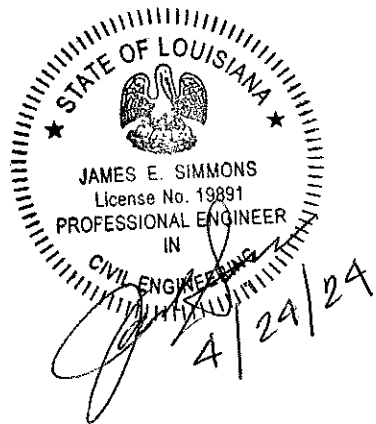


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PORT OF SOUTH LOUISIANA
GLOBALPLEX FACILITY
ACCESS ROAD TO BUILDING 71
RESERVE, LOUISIANA

APRIL 2024
N-Y JOB NO.: 21005

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SECTION 00030

ADVERTISEMENT FOR BIDS

The Port of South Louisiana, Parish of Saint John the Baptist, hereby advertises for sealed and electronic bids for **Access Road to Building 71, Globalplex Road Improvements and Drainage Between Globalplex Buildings 71 and 76- Globalplex Facility as follows:**

Contract Owner: Port of South Louisiana

Contract Name: Access Road to Building 71
Globalplex Road Improvements and Drainage
Between Globalplex Buildings 71 and 76
Port of South Louisiana – Globalplex Facility

Principal Work Location: The Contract Work will be located at the Port of South Louisiana – Globalplex Facility in Reserve, Louisiana.

Description of Basic Work: Provide a new concrete roadway, new railroad crossing panels, replacement of railroad cross ties for crossing panels, new drainage structures, new drainage pipes, ditch reshaping, new ditches, chain link fence and gate with electric operator, demolition, removal and disposal of existing drainage, demolition of existing foundations, removal of pavements, high-pressure jetting to clean existing drain lines, and other work as defined in the plans and specifications.

Bids: Sealed Bids must be received by the Port of South Louisiana, 1720 Louisiana Highway 44 Reserve, Louisiana 70084, either by hand delivery or electronically at www.centralbidding.com, no later than 10:00 a.m. local time, the 8th day of July, 2024. As a minimum, "ATTN: Paul Matthews, Executive Director , Sealed Bid for Access Road to Building 71, Contractor's License Number and the Contractor's Name should be printed outside of the sealed bid. Promptly thereafter, the bids will be publicly opened and read aloud at the Port of South Louisiana, 1720 Highway 44, Reserve, Louisiana 70084. The Owner reserves the right to reject any and all Bids, for just cause in accordance with LSA RS 38:2214B.

Pre-Bid Conference: A Mandatory Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on, Wednesday, June 26, 2024, at 10:00 a.m. at the Port of South Louisiana – Globalplex Facility, 1720 Louisiana Highway 44 , Reserve, LA 70084.

INFORMATION FOR BIDDERS, BID FORM, FORM OF CONTRACT, PLANS, SPECIFICATIONS, AND BID BOND, PERFORMANCE BOND, PAYMENT BOND, AND OTHER CONTRACT DOCUMENTS MAY BE EXAMINED AT THE PORT OF SOUTH LOUISIANA, 155 WEST 10TH STREET, RESERVE, LOUISIANA AND THE OTHER FOLLOWING LOCATIONS:

----- N-Y ASSOCIATES, INC.-----
2750 LAKE VILLA DRIVE, METAIRIE, LA 70002

-----AGCIF.W. DODGE DIVISION, MCGRAW-HILL INFORMATION SYSTEMS-----
2475 CANAL STREET, SUITE 101, NEW ORLEANS, LA 70119

All bidders must be licensed in the State of Louisiana under the classification of "Heavy

Construction" or "Highway Street and Bridge Construction".

Copies of the CONTRACT DOCUMENTS may be viewed at the office of the Port of South Louisiana, 1720 Highway 44, Reserve, LA or at www.centralbidding.com. Copies of the Contract Documents may be obtained at the office of N-Y Associates, Inc., 2750 Lake Villa Drive, Metairie, LA 70002 upon payment of \$200.00 for each set.

Any BONA FIDE BIDDER, upon returning the first set of CONTRACT DOCUMENTS promptly and in good condition within ten (10) calendar days after the BID OPENING will be fully refunded in accordance with current state law. Sets in good condition shall be free of markings from pencils or highlighters and shall not be missing sheets.

Each BIDDER must deposit with the BID, BID SECURITY in the amount of five (5) percent of the BID AMOUNT. BID SECURITY shall be in the form of a certified check, cashier's check (no copies) or a BID BOND.

A CONTRACT resulting from the requested BIDS shall be accompanied by a PERFORMANCE BOND and a PAYMENT BOND, each in the amount of one hundred percent (100%) of the CONTRACT and must be in a form acceptable to the OWNER'S attorney. SURETIES used for obtaining BONDS must appear as acceptable on U.S. Dept. of Treasury Circular 570.

BIDS must be submitted on the blank forms furnished with the CONTRACT DOCUMENTS. Each BID shall have attached a BID BOND with an accompanying duly authorized POWER OF ATTORNEY as provided for in the CONTRACT DOCUMENTS. Only the BIDS of contractors and/or subcontractors licensed under Act 113 of the 1964 Louisiana Legislature will be considered. Contractors desiring to BID shall submit to the ENGINEER evidence that they hold license of proper classification and in full force and effect.

In accordance with La R.S. 38:2212 B.(5), "Written evidence of the authority of the person signing the bid for public works shall be submitted at the time of bidding. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met:

- (a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.
- (b) The signature on the bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.
- (c) The legal entity has filed in the appropriate records of the secretary of state of this state, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office."

The award of the contract , if awarded, will be made to the lowest responsive and responsible bidder, whose bid complies with all the requirements prescribed, within forty-five (45) consecutive calendar days after the actual date of opening thereof.

The Owner and the lowest responsive and responsible bidder may, by mutual agreement, extend the award by one or more thirty (30) calendar day extensions.

The contract will be awarded to the lowest responsive and responsible bidder without discrimination on grounds of race, color, sex or national origin. Disadvantaged businesses will be afforded full opportunity to submit bids.

All employees must have U.S. Citizenship or legal authorization to Work in the United States (E-verify).

A Notice to Proceed will be issued for the Project. All work is to commence within seven (7) consecutive calendar days after the issuance of the Notice to Proceed.

The Work shall be substantially completed within one hundred and eighty 180 calendar days – included in Agreement, Section 00500 and in Information for Bidders, Section 00100.

Liquidated damages shall be assessed for every day beyond the date of completion as established in Agreement, Section 00500.

Date of First Advertisement

June 6, 2024

OWNER

BY: Paul Matthews

TITLE: Executive Director

Advertisement to be published:

June 6, 2024
June 13, 2024
June 20, 2024

SECTION 00100

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids:

Bids: Sealed Bids must be received by the Port of South Louisiana, 1720 Louisiana Highway 44 Reserve, Louisiana 70084, either by hand delivery or electronically at www.centralbidding.com, no later than 10:00 a.m. local time, the 8th day of July, 2024. As a minimum, "ATTN: Paul Matthews, Executive Director , Sealed Bid for Access Road to Building 71, Contractor's License Number and the Contractor's Name should be printed outside of the sealed bid. Promptly thereafter, the bids will be publicly opened and read aloud at the Port of South Louisiana, 1720 Highway 44, Reserve, Louisiana 70084. The Owner reserves the right to reject any and all Bids, for just cause in accordance with LSA RS 38:2214B.

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 after the actual date of the opening unless pursuant to LA R.S. 38:2214C. 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.

2. Preparation of Bid:

Each sealed bid shall state "Bid for Access Road to Building 71" and the Bidder's name and Contractor's license number. Sealed Bids must be received by the Port of South Louisiana, 1720 Louisiana Highway 44 Reserve, Louisiana 70084, either by hand delivery or electronically at www.centralbidding.com.

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.

If applicable, 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.

3. Method of Bidding:

The OWNER invites the following BIDS:

Base Bid - - Access Road to Building 71,
Additive Alternate No.1 - - N/A

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.

4. Qualifications of Bidders:

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 under La R.S. 38:2212X 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. All bidders must be licensed in the State of Louisiana under the classification of "Heavy Construction" or "Highway, Street and Bridge Construction".

5. Bid Submission Requirements

5.1 Bids shall include the BID FORM, including the Unit Price Form, and BID BOND or other BID SECURITY.

5.2 Each Bidder shall submit written evidence of the authority of the person signing the bid in accordance with La. R.S. 38:2212B(5).

5.3 The apparent low bidder shall submit the following to the ENGINEER within 10 days after the opening of bids to N-Y Associates, Inc. at 2750 Lake Villa Drive, Metairie, LA 70002:

5.3.1 In accordance with La. R.S. 38:2227 and La. R.S. 38:2212.10, the completed Attestation Clause (Past Criminal Convictions of Bidders and Verification of Employees) form found within this bid package.

5.3.2 In accordance with La. R.S. 38:2224, the completed Non-Collusion Affidavit form found in this bid package.

6. Bid Security:

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 or cashier's check may be used in lieu of a BID BOND.

7. 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 180 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.

8. Conditions of Work:

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

Inspection trips for prospective BIDDERS are to be arranged through the office of the Engineer.

The Engineer is N-Y Associates, Inc.. The ENGINEER's address is 2750 Lake Villa Drive, Metairie, LA 70002.

9. Project Requirements:

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 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.

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.

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

10. 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 N-Y Associates, Inc., 2750 Lake Villa Drive, Metairie, LA 70002 and to be given consideration must be received at least seven (7) days prior to the date fixed for the BID OPENING, excluding Saturdays, Sundays, and any other legal holidays. Any and all such interpretations and any supplemental instructions will be given in the form of written ADDENDA to the BIDDING DOCUMENTS 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, excluding Saturdays, Sundays, and any other legal holidays. 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.

11. Security for Faithful Performance:

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 authorized under La. R.S. 38:2219 will be accepted. The agent selling the BOND must be currently licensed to do business in Louisiana. This will be verified by the OWNER.

12. Power of Attorney:

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

13. Notice of Special Conditions:

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

- a. Construction Safety Plan

14. Laws and Regulations:

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.

15. Obligation of 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.

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.

16. Pre-Bid Conference:

A Mandatory Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on, Wednesday, June 26, 2024, at 10:00 a.m. at the Port of South Louisiana – Globalplex Facility, 1720 Louisiana Highway 44, Reserve, LA 70084.

17. Federal Participation Disclosure:

This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Port of South Louisiana
1720 Louisiana Highway 44
Reserve, LA 70084

BID FOR: Access Road to Building 71 Globalplex
Road Improvements and Drainage Between
Globalplex Buildings 71 and 76
Port of South Louisiana - Globalplex Facility
N-Y Project No. 21005

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: N-Y Associates Inc., 2750 Lake Villa Drive, Metairie, Louisiana 70002, and dated April, 2024.

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

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

Dollars (\$)

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

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

N/A Dollars (\$)

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

N/A Dollars (\$ N/A)

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

N/A Dollars (\$ N/A)

NAME OF BIDDER:

ADDRESS OF BIDDER:

LOUISIANA CONTRACTOR'S LICENSE NUMBER:

NAME OF AUTHORIZED SIGNATORY OF BIDDER:

TITLE OF AUTHORIZED SIGNATORY OF BIDDER:

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **:

DATE:

* The 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(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

**TO: Port of South Louisiana
1720 Louisiana Highway 44
Reserve, LA 70084**

**BID FOR: Access Road to Building 71 Globalplex
Road Improvements and Drainage Between
Globalplex Buildings 71 and 76
Port of South Louisiana - Globalplex Facility
N-Y Project No. 21005**

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

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Mobilization / Demobilization				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
1	1	LUMP		

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Construction Layout				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
2	1	LUMP		

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Removal of Structure and Obstructions				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
3	1	LUMP		

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Removal of Existing Concrete Tank Foundations				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
4	1	LUMP		

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Removal of Portland Cement Concrete Pavement (Variable Thickness)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
5	325	SY		

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Removal of Asphalt Pavement (Variable Thickness)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
6	156	SY		

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Removal and Disposal of 12" CMP Pipe				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
7	1	LUMP		

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Removal and Disposal of 24" RCP Pipe and Headwalls				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
8	1	LUMP		

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Removal and Disposal of 36" RCP Pipe				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
9	1	LUMP		

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Removal and Disposal of 18" RCP Pipe				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
10	1	LUMP		

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# General Excavation (Net Section)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
11	2,127	CY		
DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Geotextile Fabric				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
12	5,337	SY		
DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Compacted Granular Material (12" Thick)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
13	4,520	SY		
DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Portland Cement Concrete Pavement (8" Thick) (With Reinforcement)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
14	4,181	SY		
DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Embankment (Net Section)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
15	89	CY		
DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Erosion and Sediment Control				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
16	1	LUMP		
DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Traffic Maintenance Surfacing (Aggregate) (Vehicular Measurement)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
17	1,000	CY		
DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Asphaltic Concrete				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
18	3.2	TON		
DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Precast Concrete Railroad Crossing Panels				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
19	185	LF		
DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Seeding and Fertilizer				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
20	1	LUMP		
DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Chain Link Fence (6 Foot Height)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
21	115	LF		
DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Rolling Chain Link Gate (6 Foot Height) (30 Feet) (With Electric Gate Operator)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
22	1	LUMP		
DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Temporary Traffic Control				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
23	1	LUMP		
DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Storm Drain Pipe (12" RCP)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
24	110	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Storm Drain Pipe (24" RCP)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
25	404	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Storm Drain Pipe (36" RCP)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
26	223	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Clean Existing Storm Pipes (12" to 36" Diameter) By High Pressure Jetting, Vacuum Debris and Dispose Offsite (Including Connecting Drainage Structures)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
27	790	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Clear, Remove and Dispose of Debris, and Excavate to Re-Shape Existing Ditches			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
28	302	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# New Drainage Ditch			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
29	203	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Replace Junction Box Top			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
30	1	LUMP		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Adjust Drop Inlet to Grade			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
31	8	EA		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Drop Inlet			
REF. NO.	QUANTITY:	UNIT MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
32	2	EA		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Drain Manhole			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
33	1	EA		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# 9' x 9' Concrete Manhole			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
34	1	EA		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Temporarily Remove and Reinstall Chain Link Fence (6 Foot Height)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
35	1	LUMP		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
36				

Wording for "DESCRIPTION" is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as PRINCIPAL, and _____ as SURETY, are hereby held and firmly Port of South Louisiana 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 _____, 2024.

The condition of the above obligation is such that whereas the PRINCIPAL has submitted to Port of South Louisiana a certain BID, attached hereto and hereby made a part hereof to enter into a CONTRACT in writing, for Access Road to Building 71 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 APPARENT LOW BIDDER WITHIN 10 DAYS AFTER BID OPENING)

**SECTION 00420
ATTESTATIONS**

Access Road to Building 71, Port of South Louisiana – Globalplex Facility

Name of Project

Port of South Louisiana

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.5. 14:118) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.5. 14:120) | (d) Money laundering (R.5. 14:23) |

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

- | | |
|--|--|
| (a) Theft (R.S. 14:67) | (f) Bank fraud (R.5. 14:71.1) |
| (b) Identity Theft (R.S. 14:67.16) | (g) Forgery (R.S. 14:72) |
| (c) Theft of a business record
(R.5.14:67.20) | (h) Contractors; misapplication of
payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70) | (i) Malfeasance in office (R.5. 14:134) |
| (e) Issuing worthless checks
(R.S. 14:71) | |

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

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

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

(SUBMIT BY APPARENT LOW BIDDER WITHIN 10 DAYS AFTER BID OPENING)

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

(APPARENT LOW BIDDER MUST PROVIDE WITHIN 10 DAYS OF BID OPENING)

SECTION 00430

**NON-COLLUSION 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 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 _____, 2024

Notary Public

**SECTION 00490
NOTICE OF AWARD**

TO: _____

PROJECT Description: Access Road to Building 71, Globalplex Road Improvements and Drainage Between Globalplex Buildings 71 and 76, Port of South Louisiana – Globalplex Facility.

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 _____, 2024

Port of South Louisiana

By: _____
Paul Matthews

Title: Executive Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this ___ day of _____, 2024.

BY _____

TITLE. _____

**SECTION 00500
AGREEMENT**

THIS AGREEMENT, made this ____ day of _____, 2024, by and between ____
Port of South Louisiana hereinafter called
"OWNER" and _____ doing business as a _____
_____ hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the Access Road to Building 71, Globalplex Road Improvements and Drainage Between Globalplex Buildings 71 and 76, Port of South Louisiana – Globalplex Facility.
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 eighty (180) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. Liquidated damages in the amount of \$ 750 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:

ADVERTISEMENT FOR BIDS
INFORMATION FOR BIDDERS
BID PROPOSAL
ATTESTATIONS
BID BOND
NON-COLLUSION AFFIDAVIT
NOTICE OF AWARD & ACCEPTANCE OF NOTICE
AGREEMENT
PAYMENT BOND
PERFORMANCE BOND
CERTIFICATION REGARDING LOBBYING
GENERAL PROVISIONS
SPECIAL PROVISIONS
TECHNICAL SPECIFICATIONS

DRAWINGS prepared by N-Y Associates, Inc. dated September, 2024.

SPECIFICATIONS prepared or issued by N-Y Associates, Inc. September, 2024.

ADDENDA:

No. _____ dated _____, 20____
_____ dated _____, 20____
_____ dated _____, 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:

Port of South Louisiana

BY _____
(Please Type)

BY _____

TITLE _____

NAME Paul Matthews, Executive Director
(Please Type)

(SEAL)

CONTRACTOR:

ATTEST:

BY _____
(Please Type)

BY _____

TITLE _____

NAME _____
(Please Type)

ADDRESS: _____

**SECTION 00550
NOTICE TO PROCEED**

TO: _____

Date: _____

Project: Access Road to Building 71,
Globalplex Road Improvements and
Drainage Between Globalplex Buildings 71
and 76, Port of South Louisiana – Globalplex
Facility

You are hereby notified to commence WORK in accordance with the Agreement dated __
_____, on or before _____, 2024, and you are to complete the
WORK within _____ () consecutive calendar days thereafter. The date of completion of all
WORK is therefore _____.

Port of South Louisiana

By: _____
Paul Matthews

Title: Executive Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ this
the _____, 2024.

By: _____

Title: _____

Employer Identification
Number _____

**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

_____ Port of South Louisiana (Name of Owner)

_____ 1720 Louisiana Highway 44, Reserve, LA 70084

_____ (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 _____, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

Access Road to Building 71, Globalplex Road Improvements and Drainage Between
Globalplex Buildings 71 and 76, Port of South Louisiana – Globalplex Facility

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 _____, 2024.

ATTEST:

(Principal)

(Principal) Secretary

By: _____

Witness as to Principal

(Address)

(Address)

(Surety)

ATTEST:

(Principal)

Witness as to Surety

By: _____
Attorney-in-Fact

(Address)

(Address)

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

If CONTRACTOR is partnership, all partners should execute BOND.

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

**SECTION 00620
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

a _____ (Corporation, Partnership, or Individual)

hereinafter called PRINCIPAL and _____ (Name of Surety)

_____ (Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

_____ Port of South Louisiana (Name of Owner)

_____ 1720 Louisiana Highway 44, Reserve, LA 70084 (Address of Owner)

hereinafter called OWNER, in the total aggregate sum _____ 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 _____, 2024 a copy of which is hereto attached and made a part hereof for the construction of:

Access Road to Building 71, Globalplex Road Improvements and Drainage Between Globalplex Buildings 71 and 76, Port of South Louisiana – Globalplex Facility

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 _____, 2024.

ATTEST:

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

ATTEST:

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

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

If CONTRACTOR is partnership, all partners should execute BOND.

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

SECTION 00630

FORM CD-512
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

SECTION 00700

GENERAL CONDITIONS

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2. Additional Instructions and Detail Drawings
3. Schedules, Reports, and Records
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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. 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 anyone person in anyone accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in anyone 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 anyone accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in anyone 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 statute, the CONTRACTOR shall provide,

and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

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

22. CONTRACT SECURITY

- 22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance BOND and a Payment BOND in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR.

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

23. ASSIGNMENTS

- 2.3.1 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

- 2.4.1 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.

31. ENVIRONMENTAL REQUIREMENTS

The CONTRACTOR, when constructing a project involving trenching and/or other related earth excavation, shall comply with the following environmental constraints.

- 31.1 WETLANDS - The CONTRACTOR, when disposing of excess, spoil, or other construction materials on public or private property, WILL NOT FILL IN or otherwise CONVERT WETLANDS.
- 31.2 FLOODPLAINS - The CONTRACTOR, when disposing of excess, spoil, or other construction materials on public or private property, WILL NOT FILL IN or otherwise CONVERT 100 YEAR FLOODPLAIN areas delineated on the latest FEMA Floodplain Maps.
- 31.3 HISTORIC PRESERVATION - Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the PROJECT ENGINEER. Construction shall be temporarily halted pending the notification process and further directions issued after consultation with the State Historic Preservation Officer (SHPO).
- 31.4 ENDANGERED SPECIES - The CONTRACTOR shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the CONTRACTOR, the CONTRACTOR will immediately report this evidence to the PROJECT ENGINEER. Construction shall be temporarily halted pending the notification process and further directions issued after consultation with the U.S. Fish and Wildlife Service.

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:

Construction of a new pile supported hangar and water and sewer service from the Parish provided water and sewer connections.

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.

	Consecutive Calendar <u>Days</u>	Liquidated Damages/ <u>Day</u>
Base Bid:		
Access Road to Building 71	180	\$ 750

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 anyone 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 PROJECT SCHEDULE

The Contractor shall supply the ENGINEER with a project schedule that gives the type of work to be performed, time the work will begin and projected completion time. This schedule shall be given to the ENGINEER seven (7) days prior to the pre-construction conference.

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.

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

No attempt is made to indicate or show the location of all existing water mains, gas mains, telephone ducts, telephone vaults, cables, storm water sewers, storm water inlet connections, etc. Contractor is advised to secure any additional information relative to the above underground utility lines by consulting with the proper private and public officials under whose jurisdiction the maintenance of the above respective utility lines lie.

It shall be the Contractor's responsibility to protect any 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 two (2) copies of diagrams, data, operation and maintenance manuals, and spare parts lists for all pieces of equipment furnished by CONTRACTOR.

Materials data, information, dimensions, and specifications, shall be submitted to the ENGINEER for review prior to ordering for major material items.

1.16 LAYOUT

The CONTRACTOR will furnish all surveying instruments and equipment, all stakes and forms, qualified Instrument and Rodmen or Chainmen to layout the and measure the work. 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 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.

1.20 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.

1.21 PLANS

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

1.22 CONTRACT FINAL PAYMENT

At the start of the project, the Contractor shall file the Contract in the St. John Parish Court House.

Upon the receipt of the Final Acceptance Certificate, the Contractor shall file the Final Acceptance Certificate with the Parish Clerk for a lien period of 45 days. At the completion of the 45 day lien period the Contractor shall provide the owner with a Lien Certificate from the Parish showing that no liens are held against the Contractor on this Project. Upon receipt of the Lien Certificate, the owner will process the final retainage payment.

1.23 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.

1.24 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.

1.25 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.

1.26 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.

1.27 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.

1.28 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.

1.29 TECHNICAL SPECIFICATION CONFLICTS

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.

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.

1.30 DEMOBILIZATION NOTICE

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

1.31 MINIMUM INSURANCE COVERAGE REQUIREMENTS

- 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:

<u>CONTRACT AMOUNT</u>	<u>MINIMUM LIMITS OF INSURANCE</u>
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:

<u>CONTRACT AMOUNT</u>	<u>MINIMUM LIMITS OF INSURANCE</u>
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:

<u>CONTRACT AMOUNT</u>	<u>MINIMUM LIMITS OF INSURANCE</u>
Less than \$5,000,000	\$1,000,000
Greater than \$5,000,000	\$2,000,000

4. Each Occurance:

<u>CONTRACT AMOUNT</u>	<u>MINIMUM LIMITS OF INSURANCE</u>
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. The Port of South Louisiana, 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 Port of South Louisiana is required on Worker's Compensation insurance.
- G. The certificate holder shall be listed as follows:

Port of South Louisiana
P.O. Box AE
Reserve, LA 70084
- 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.

1.33 TAXES ON PROJECT MATERIALS AND EQUIPMENT

The Contractor is informed that effective September 11,1991, Act 1029 of the 1991 Regular Session of the Louisiana Legislature exempts the state, cities, parishes and other political subdivisions and their agencies, boards and commissions from state and local sales and use taxes. The vendor awarded the contract will be provided documentation to support their tax free purchases for this project. The Contractor should be aware that materials and equipment which are affixed to and made a part of the project such that they become immovable property and permanently incorporated into the project or work may qualify for the exemption. The Contractor shall apply for an exemption from state and local sales and use taxes as agent of and on behalf of the Owner. The Contractor is still responsible for payment of all taxes on nonexempt items necessary in the construction of the project.

END OF SECTION

ACCESS ROAD TO BUILDING 71
GLOBALPLEX ROAD IMPROVEMENTS AND DRAINAGE
BETWEEN GLOBALPLEX BUILDINGS 71 AND 76
PORT OF SOUTH LOUISIANA – GLOBALPLEX FACILITY
RESERVE, LOUISIANA

APRIL 2024
N-Y JOB NO.: 21005

SECTION 00920

EDA CONTRACTING PROVISIONS

PART 1 – GENERAL

1.1 Description

- A. The EDA Contracting Provision attached at the end of this section are applicable to this project.
- B. Davis Bacon wage rates as stated in the EDA Contracting Provisions are attached at the end of this section.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

PART 4 – MEASUREMENT AND PAYMENT

There is no direct payment for the work in this section.

END OF SECTION

**U. S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION**



**EDA CONTRACTING PROVISIONS
FOR CONSTRUCTION PROJECTS**

These EDA Contracting Provisions for Construction Projects (EDA Contracting Provisions) are intended for use by recipients receiving federal assistance from the U. S. Department of Commerce - Economic Development Administration (EDA). They contain provisions specific to EDA and other federal provisions not normally found in non-federal contract documents. The requirements contained herein must be incorporated into all construction contracts and subcontracts funded wholly or in part with federal assistance from EDA.

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1. **DEFINITIONS**

Agreement – The written instrument that is evidence of the agreement between the Owner and the Contractor overseeing the Work.

Architect/Engineer - The person or other entity engaged by the Recipient to perform architectural, engineering, design, and other services related to the work as provided for in the contract.

Contract – The entire and integrated written agreement between the Owner and the Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Contract Documents – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

Contractor – The individual or entity with whom the Owner has entered into the Agreement.

Drawings or Plans – That part of the Contract Documents prepared or approved by the Architect/Engineer that graphically shows the scope, extent, and character of the Work to be performed by the Contractor.

EDA - The United States of America acting through the Economic Development Administration of the U.S. Department of Commerce or any other person designated to act on its behalf. EDA has agreed to provide financial assistance to the Owner, which includes assistance in financing the Work to be performed under this Contract. Notwithstanding EDA's role, nothing in this Contract shall be construed to create any contractual relationship between the Contractor and EDA.

Owner – The individual or entity with whom the Contractor has entered into the Agreement and for whom the Work is to be performed.

Project – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

Recipient – A non-Federal entity receiving a Federal financial assistance award directly from EDA to carry out an activity under an EDA program, including any EDA-approved successor to the entity.

Specifications – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

Subcontractor – An individual or entity having direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

2. **APPLICABILITY**

The Project to which the construction work covered by this Contract pertains is being assisted by the United States of America through federal assistance provided by the U.S. Department of Commerce - Economic Development Administration (EDA). Neither EDA, nor any of its departments, entities, or employees is a party to this Contract. The following EDA Contracting Provisions are included in this Contract and all subcontracts or related instruments pursuant to the provisions applicable to such federal assistance from EDA.

3. **FEDERALLY REQUIRED CONTRACT PROVISIONS**

(a) All contracts in excess of the simplified acquisition threshold - currently fixed at \$150,000 (*see* 41 U.S.C. §§ 134 and 1908) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

(b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the Recipient including the manner by which it will be effected and the basis for settlement.

(c) All construction contracts awarded in excess of \$10,000 by recipients of federal assistance and their contractors or subcontractors shall contain a provision requiring compliance with Executive Order 11246 of September 24, 1965, *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and Department of Labor implementing regulations at 41 C.F.R. part 60.

(d) All prime construction contracts in excess of \$2,000 awarded by Recipients must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by Department of Labor regulations at 29 C.F.R. part 5. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations at 29 C.F.R. part 3.

(e) All contracts awarded by the Recipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704 (the Contract Work Hours and Safety Standards Act) as supplemented by Department of Labor regulations at 29 C.F.R. part 5.

(f) All contracts must include EDA requirements and regulations that involve a requirement on the contractor or sub-contractor to report information to EDA, the Recipient or any other federal agency.

- (g) All contracts must include EDA requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (h) All contracts must include EDA requirements and regulations pertaining to copyrights and rights in data.
- (i) All contracts and subgrants in excess of \$150,000 must contain a provision that requires compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. § 1251 *et seq.*), and Executive Order 11738, *Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans*.
- (j) Contracts must contain mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).
- (k) Contracts must contain a provision ensuring that contracts are not to be made to parties on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180.
- (l) Contracts must contain a provision ensure compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) under which contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (m) If the Recipient is a state agency or agency of a political subdivision of a state, any contract awarded must contain a provision ensuring compliance with section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act related to the procurement of recovered materials.

4. **REQUIRED PROVISIONS DEEMED INSERTED**

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

5. **INSPECTION BY EDA REPRESENTATIVES**

The authorized representatives and agents of EDA shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

6. **EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

(a) The Owner, EDA, or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders that do not exceed \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Owner, EDA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

7. **CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor also shall furnish the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only to determine the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

8. **CONTRACTOR'S TITLE TO MATERIAL**

No materials, supplies, or equipment for the work shall be purchased by the Contractor or by any subcontractor that is subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants and guarantees that he/she has good title to all work, materials, and equipment used by him/her in the Work, free and clear of all liens, claims, or encumbrances.

9. **INSPECTION AND TESTING OF MATERIALS**

All materials and equipment used in the completion of the Work shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses.

10. **"OR EQUAL" CLAUSE**

Whenever a material, article, or piece of equipment is identified in the Contract Documents by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. However, such substitution material, article, or equipment shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

11. **PATENT FEES AND ROYALTIES**

(a) Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Architect/Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

(b) To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Architect/Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

12. **CLAIMS FOR EXTRA COSTS**

No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order from the Architect/Engineer approved by the Owner.

13. **CONTRACTORS AND SUBCONTRACTORS INSURANCE**

(a) The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance reasonably required by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.

(b) Types of insurance normally required are:

- (1) Workers' Compensation
- (2) Contractor's Public Liability and Property Damage
- (3) Contractor's Vehicle Liability
- (4) Subcontractors' Public Liability, Property Damage and Vehicle Liability
- (5) Builder's Risk (Fire and Extended Coverage)

(c) **Scope of Insurance and Special Hazards:** The insurance obtained, which is described above, shall provide adequate protection for the Contractor and his/her subcontractors, respectively, against damage claims that may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and also against any of the special hazards that may be encountered in the performance of this Contract.

(d) **Proof of Carriage of Insurance:** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of applicable insurance policies.

14. **CONTRACT SECURITY BONDS**

(a) If the amount of this Contract exceeds \$150,000, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a payment bond in an amount equal to one hundred percent (100%) of the Contract price or in a penal sum not less than that prescribed by State, Territorial, or local law, as security for the payment of all persons performing labor on the Work under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by EDA. If the amount of this Contract does not exceed \$150,000, the Owner shall specify the amount of the payment and performance bonds.

(b) All bonds shall be in the form prescribed by the Contract Documents except as otherwise provided in applicable laws or regulations, and shall be executed by such sureties as are named in the current list of *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies* as published in Treasury Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's

authority to act. Surety companies executing the bonds must also be authorized to transact business in the state where the Work is located.

15. **LABOR STANDARDS - DAVIS-BACON AND RELATED ACTS**
(as required by section 602 of PWEDA)

(a) **Minimum Wages**

(1) All laborers and mechanics employed or working upon the site of the Work in the construction or development of the Project 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 at 29 C.F.R. part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the 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 that may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 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 determined under 29 C.F.R. § 5.5(a)(1)(ii) 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.

(2) (i) Any class of laborers or mechanics to be employed under the Contract, but not listed in the wage determination, shall be classified in conformance with the wage determination. EDA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

(C) The proposed wage rate, including any bona fide fringe benefits, bears a

reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EDA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EDA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and EDA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), EDA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EDA or its designee, to the Administrator for determination.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(2)(ii) or (iii) 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.

(3) 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.

(4) 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.

(b) **Withholding**

EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper employed or working on the site of the Work in the construction or development of the Project, all or part of the wages required by the Contract, EDA or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations

have ceased. EDA or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(c) **Payrolls and basic records**

(1) 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 in the construction or development of the Project. 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 C.F.R. § 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, the plan or program is financially responsible, and the plan or program has been communicated in writing to the laborers or mechanics affected, and provide records that 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.

(2) (i) For each week in which Contract work is performed, the Contractor shall submit a copy of all payrolls to the Owner for transmission to EDA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose. It may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402; or downloaded from the U.S. Department of Labor's website at <https://www.dol.gov/whd/forms/wh347.pdf>. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors

(ii) 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:

(A) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i) and that such information is correct and complete;

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

(C) 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.

(iii) 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 15(c)(2)(ii) of this section.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 3729 of Title 31 of the U.S. Code.

(3) The Contractor or subcontractor shall make the records required under paragraph 15(c)(1) of this section available for inspection, copying, or transcription by authorized representatives of EDA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, EDA or its designee may, after written notice to the Contractor 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 C.F.R. § 5.12.

(d) **Apprentices and Trainees.**

(1) **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, Bureau of Apprenticeship and Training (Bureau), or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

(2) **Trainees.** Except as provided in 29 C.F.R. § 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 that 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's 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.

(3) **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, *Equal Employment Opportunity*, as amended, and 29 C.F.R. part 30.

(e) **Compliance with Copeland Anti-Kickback Act Requirements.** The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations (29 C.F.R. part 3, “Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States”). The Act provides that the Contractor and any subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to EDA.

(f) **Subcontracts.** The Contractor and any subcontractors will insert in any subcontracts the clauses contained in 29 C.F.R. §§ 5.5(a)(1) through (10) and such other clauses as EDA or its designee may require, 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 C.F.R. § 5.5.

(g) **Contract termination; debarment.** The breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. § 5.12.

(h) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) **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 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EDA or its designee, the U.S. Department of Labor, or the employees or their representatives.

(j) **Certification of Eligibility.**

(1) By entering into this Contract, the Contractor certifies that neither it nor any person or firm that 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 C.F.R. § 5.12(a)(1).

(2) 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 C.F.R. § 5.12(a)(1).

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

16. **LABOR STANDARDS - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(a) **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 that person 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.

(b) **Violation; liability for unpaid wages, liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) 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) 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) of this section.

(c) **Withholding for unpaid wages and liquidated damages.** EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies 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) of this section.

(d) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (c) 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) through (c) of this section.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

(a) The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, which is paid for in whole or in part with funds obtained from EDA, the following equal opportunity clause:

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

Economic Development Administration
Contracting Provisions for Construction Projects

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

(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, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by EDA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses 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 or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph 17(a)(1) and the provisions of paragraphs 17(a)(1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as EDA or the Secretary of Labor 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 EDA or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work. Provided, however, that if the Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the Contract.

(10) The Recipient agrees that it will assist and cooperate actively with EDA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish EDA and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist EDA in the discharge of the EDA's primary responsibility for securing compliance.

(11) The Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by EDA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, EDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this EDA financial assistance; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case

to the Department of Justice for appropriate legal proceedings.

(b) Exemptions to Above Equal Opportunity Clause (41 C.F.R. chapter 60):

(1) Contracts and subcontracts not exceeding \$10,000 (other than Government bills of lading, and other than contracts and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes) are exempt. The amount of the Contract, rather than the amount of the federal financial assistance, shall govern in determining the applicability of this exemption.

(2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.

(3) Contracts and subcontracts not exceeding \$10,000 for standard commercial supplies or raw materials are exempt.

18. **CONTRACTING WITH SMALL, MINORITY AND WOMEN'S BUSINESSES**

(a) If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services.

(b) Affirmative steps shall consist of:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(4) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises;

(5) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies;

(6) Requiring each party to a subcontract to take the affirmative steps of this section; and

(7) The Contractor is encouraged to procure goods and services from labor surplus area firms.

19. **HEALTH, SAFETY, AND ACCIDENT PREVENTION**

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 C.F.R. part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708); and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 C.F.R. part 1904.

(d) The Owner shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the Work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as EDA, or the Secretary of Labor shall direct as a means of enforcing such provisions.

20. **CONFLICT OF INTEREST AND OTHER PROHIBITED INTERESTS**

- (a) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof.
- (b) No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.
- (c) The Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the Contract Documents has a corporate or financial affiliation with the supplier or manufacturer.
- (d) 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, may be involved. Such a conflict may arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial 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 subcontractors.
- (e) 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 or EDA 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 dispute resolution provisions of this Contract.
- (f) In the event this Contract is terminated as provided in paragraph (e) of this section, the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of this 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 not be less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

21. **RESTRICTIONS ON LOBBYING**

(a) This Contract, or subcontract is subject to 31 U.S.C. § 1352, regarding lobbying restrictions. The section is explained in the common rule, 15 C.F.R. part 28 (55 FR 6736-6748, February 26, 1990). Each bidder under this Contract or subcontract is generally prohibited from using federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this EDA Award.

(b) **Contract Clause Threshold:** This Contract Clause regarding lobbying must be included in each bid for a contract or subcontract exceeding \$100,000 of federal funds at any tier under the EDA Award.

(c) **Certification and Disclosure:** Each bidder of a contract or subcontract exceeding \$100,000 of federal funds at any tier under the federal Award must file Form CD-512, *Certification Regarding Lobbying – Lower Tier Covered Transactions*, and, if applicable, Standard Form-LLL, *Disclosure of Lobbying Activities*, regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the Contractor or subcontractor at the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(d) **Continuing Disclosure Requirement:** Each Contractor or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(e) **Indian Tribes, Tribal Organizations, or Other Indian Organizations:** Indian tribes, tribal organizations, or any other Indian organizations, including Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide EDA with the citation of the provision or provisions of federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of 31 U.S.C. § 1352, preferably through an attorney's opinion. Note, also, that a non-Indian subrecipient, contractor, or subcontractor under an award to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

22. **HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION**

The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the State Historic

Preservation Officer (SHPO) for recovery of the items. *See* the National Historic Preservation Act of 1966 (54 U.S.C. § 300101 *et seq.*, formerly at 16 U.S.C. § 470 *et seq.*) and Executive Order No. 11593 of May 31, 1971.

23. **CLEAN AIR AND WATER**

Applicable to Contracts in Excess of \$150,000

(a) **Definition.** “Facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the United States Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

(b) In compliance with regulations issued by the EPA, 2 C.F.R. part 1532, pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*); the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*); and Executive Order 11738, the Contractor agrees to:

(1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the Excluded Parties List System, part of the System for Award Management (SAM), pursuant to 2 C.F.R. part 1532 for the duration of time that the facility remains on the list;

(2) Promptly notify the Owner if a facility the Contractor intends to use in the performance of this contract is on the Excluded Parties List System or the Contractor knows that it has been recommended to be placed on the List;

(3) Comply with all requirements of the Clean Air Act and the Federal Water Pollution Control Act, including the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all applicable clean air and clean water standards; and

(4) Include or cause to be included the provisions of this clause in every subcontract and take such action as EDA may direct as a means of enforcing such provisions.

24. **USE OF LEAD-BASED PAINTS ON RESIDENTIAL STRUCTURES**

(a) If the work under this Contract involves construction or rehabilitation of residential structures over \$5,000, the Contractor shall comply with the Lead-based Paint Poisoning Prevention Act (42 U.S.C. § 4831). The Contractor shall assure that paint or other surface coatings used in a residential property does not contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight. For purposes of this section, “residential property” means a dwelling unit, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, belonging to an owner and available for use by residents, but not

including land used for agricultural, commercial, industrial or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

- (b) As a condition to receiving assistance under PWEDA, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of federal funds.

25. **ENERGY EFFICIENCY**

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201) for the State in which the Work under the Contract is performed.

26. **ENVIRONMENTAL REQUIREMENTS**

When constructing a Project involving trenching and/or other related earth excavations, the Contractor shall comply with the following environmental constraints:

- (1) **Wetlands.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert wetlands.
- (2) **Floodplains.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency (FEMA) Floodplain Maps, or other appropriate maps, i.e., alluvial soils on Natural Resource Conservation Service (NRCS) Soil Survey Maps.
- (3) **Endangered Species.** The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the U.S. Fish and Wildlife Service.

27. **DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSIONS**

As required by Executive Orders 12549 and 12689, *Debarment and Suspension*, 2 C.F.R. Part 180 and implemented by the Department of Commerce at 2 C.F.R. part 1326, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the \$25,000 small purchase threshold unless the subrecipient will have a critical influence on or substantive control over the award), the Contractor agrees that:

- (1) By entering into this Contract, the Contractor and subcontractors certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared Economic Development Administration Contracting Provisions for Construction Projects

ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

(2) Where the Contractor or subcontractors are unable to certify to any of the statements in this certification, the Contractor or subcontractors shall attach an explanation to this bid.

See also 2 C.F.R. part 180 and 2 C.F.R. § 200.342.

28. **EDA PROJECT SIGN**

The Contractor shall supply, erect, and maintain in good condition a Project sign according to the specifications provided by EDA. To the extent practical, the sign should be a free standing sign. Project signs shall not be located on public highway rights-of-way. Location and height of signs will be coordinated with the local agency responsible for highway or street safety in the Project area, if any possibility exists for obstructing vehicular traffic line of sight. Whenever the EDA site sign specifications conflict with State law or local ordinances, the EDA Regional Director will permit such conflicting specifications to be modified so as to comply with State law or local ordinance.

29. **BUY AMERICA**

To the greatest extent practicable, contractors are encouraged to purchase American-made equipment and products with funding provided under EDA financial assistance awards.

"General Decision Number: LA20230008 09/22/2023

Superseded General Decision Number: LA20220008

State: Louisiana

Construction Type: Heavy Industrial

Counties: Acadia, Ascension, Bossier, Caddo, Calcasieu, East Baton Rouge, Jefferson, Lafayette, Lafourche, Livingston, Orleans, Ouachita, Plaquemines, Rapides, St Bernard, St Charles, St James, St John the Baptist, St Landry, St Martin, St Tammany, Terrebonne and Webster Counties in Louisiana.

HEAVY CONSTRUCTION PROJECTS (Industrial, Processing Plants, and Refineries)

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	03/10/2023
4	03/31/2023
5	04/28/2023
6	06/16/2023
7	06/30/2023
8	08/25/2023
9	09/01/2023
10	09/22/2023

BOIL0037-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 30.49	23.13

CARP0729-001 01/01/2023		

	Rates	Fringes
MILLWRIGHT.....	\$ 36.00	13.30

CARP1098-001 07/01/2022		

ASCENSION, EAST BATON ROUGE, LIVINGSTON AND ST. JAMES (North of the Mississippi River) PARISHES

	Rates	Fringes
CARPENTER (including drywall hanging/framing, metal studs, and formsetting/formbuilding)....	\$ 29.04	10.86

CARP1098-009 07/01/2022		

BOSSIER, CADDO, OUACHITA, RAPIDES AND WEBSTER PARISHES

	Rates	Fringes
CARPENTER (including drywall hanging/framing, metal studs, and formsetting/formbuilding)....	\$ 29.04	10.86

CARP1098-010 07/01/2022		

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

	Rates	Fringes
CARPENTER (including drywall hanging/framing, metal studs, and formsetting/formbuilding)....	\$ 29.04	10.86

CARP1098-011 07/01/2022		

CALCASIEU PARISH

Rates	Fringes
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CARPENTER (including drywall hanging/framing, metal studs, and formsetting/formbuilding)....\$ 29.04 10.86

CARP1846-003 07/01/2022

JEFFERSON, LAFOURCHE, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES (South of the Mississippi River), ST. JOHN THE BAPTIST, ST. TAMMANY, and TERREBONNE PARISHES

Rates Fringes

CARPENTER (including drywall hanging/framing, metal studs, and formsetting/formbuilding)....\$ 29.09 10.27

ELEC0130-004 12/05/2022

JEFFERSON, LAFOURCHE, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES, ST. JOHN THE BAPTIST, ST. MARTIN (Southern Portion), AND TERREBONNE PARISHES

Rates Fringes

ELECTRICIAN (including low voltage wiring).....\$ 32.75 14.51

* ELEC0194-008 09/04/2023

BOSSIER, CADDO, and WEBSTER PARISHES

Rates Fringes

ELECTRICIAN (including low voltage wiring).....\$ 32.25 14.87

ELEC0446-005 03/01/2023

OUACHITA PARISH

Rates Fringes

ELECTRICIAN (including low voltage wiring).....\$ 26.95 2%+13.11

ELEC0576-007 03/01/2023

RAPIDES PARISH

Rates Fringes

ELECTRICIAN (including low voltage wiring).....\$ 26.90 4.25%+9.90

ELEC0861-007 09/01/2023

ACADIA, CALCASIEU, LAFAYETTE, AND ST. MARTIN (Northern Portion) PARISHES

Rates Fringes

ELECTRICIAN (including low

voltage wiring).....\$ 30.73 4.34%+13.45

ELEC0995-007 01/01/2023

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

Rates Fringes

ELECTRICIAN (including low
voltage wiring).....\$ 27.49 12.66

ELEC1077-004 05/29/2023

ST. TAMMANY PARISH

Rates Fringes

ELECTRICIAN (including low
voltage wiring).....\$ 27.89 3%+9.92

ENGI0406-016 07/01/2010

Rates Fringes

Power equipment operators:
(Acadia, Bossier, Caddo,
Calcasieu, Lafayette,
Ouachita, Rapides, St.
Landry, St. Martin, and
Webster Parishes)

Crane, 50 to 150 tons.....\$ 25.15 7.95
Crane, below 50 tons.....\$ 24.90 7.95
Crane, over 150 tons.....\$ 25.40 7.95

Power equipment operators:
(Ascension, Livingston, and
St. James Parishes)

Crane, 50 to 150 tons.....\$ 25.15 7.95
Crane, below 50 tons.....\$ 24.65 7.95
Crane, over 150 tons.....\$ 26.15 7.95

Power equipment operators:
(Lafourche, St. Bernard, St.
Charles, St. John the
Baptist, St. Tammany, and
Terrebonne Parishes)

Crane, 50 to 150 tons.....\$ 25.15 7.95
Crane, below 50 tons.....\$ 24.65 7.95
Crane, over 150 tons.....\$ 26.15 7.95

Power Equipment Operators
(East and West Baton Rouge)

Crane, 50 to 150 tons.....\$ 25.15 7.95
Crane, below 50 tons.....\$ 24.65 7.95
Crane, over 150 tons.....\$ 26.15 7.95

Power equipment operators:
(Orleans, Jefferson,
Plaquemines)

Crane, 50 to 150 tons.....\$ 25.15 7.95
Crane, below 50 tons.....\$ 24.65 7.95
Crane, over 150 tons.....\$ 26.15 7.95

IRON0623-004 01/01/2023

ASCENSION, EAST BATON ROUGE, LAFAYETTE (Eastern Portion),
LIVINGSTON, ST. JAMES (Northwestern Portion), ST. LANDRY, and
ST. MARTIN PARISH

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 33.25	12.22

IRON0623-009 01/01/2023

BOSSIER, CADDO, AND WEBSTER PARISHES

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 33.25	12.22

IRON0623-013 01/01/2023

ACADIA, CALCASIEU, LAFAYETTE (Western Portion), OUACHITA, AND RAPIDES PARISHES

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 33.25	12.22

IRON0623-019 01/01/2023

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

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 33.25	12.22

* LAB00207-004 07/01/2006

CALCASIEU PARISH

	Rates	Fringes
Laborer, common.....	\$ 12.79 **	1.73

* LAB00689-002 07/01/2006

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

	Rates	Fringes
Laborer, common Jefferson, Orleans, St. Bernard, and Terrebonne Parishes.....	\$ 12.79 **	1.73
Lafourche, Plaquemines, St. Charles, and St. John the Baptist Parishes.....	\$ 11.19 **	1.73
St. James and St. Tammany Parishes.....	\$ 10.00 **	1.73

* LAB00692-001 05/01/2005

BOSSIER, CADDO, AND WEBSTER PARISHES

	Rates	Fringes
Laborer, common.....	\$ 12.00 **	2.10

* LAB00762-001 01/01/2005

ACADIA, FRANKLIN, LAFAYETTE, OUACHITA, RAPIDES, ST. LANDRY,
AND ST. MARTIN PARISHES

	Rates	Fringes
Laborer, common.....	\$ 11.00 **	3.50

* LAB01177-001 09/01/2005

ASCENSION, EAST BATON ROUGE, AND LIVINGSTON PARISHES

	Rates	Fringes
Laborer, common.....	\$ 15.00 **	2.77

PAIN1244-003 11/01/2019

NEW ORLEANS AREA - ASCENSION, EAST BATON ROUGE, JEFFERSON,
LAFAYETTE, LAFOURCHE, LIVINGSTON, ORLEANS, PLAQUEMINES, ST.
BERNARD, ST. CHARLES, ST. JAMES, ST. JOHN THE BAPTIST, ST.
LANDRY, ST. MARTIN, ST. TAMMANY, AND TERREBONNE PARISHES

	Rates	Fringes
PAINTER (brush, roller, spray, and sandblaster).....	\$ 21.91	9.73

PAIN1244-004 11/01/2019

LAKE CHARLES AREA - ACADIA AND CALCASIEU PARISHES

	Rates	Fringes
PAINTER (brush, roller, spray, and sandblaster).....	\$ 21.91	9.73

PAIN1244-005 11/01/2019

SHREVEPORT AREA - BOSSIER, CADDO, OUACHITA, RAPIDES, AND
WEBSTER PARISHES

	Rates	Fringes
PAINTER (brush, roller, spray, and sandblaster).....	\$ 21.91	9.73

PLUM0060-001 06/05/2023

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

	Rates	Fringes
PIPEFITTER (excluding HVAC pipe).....	\$ 31.70	13.85
PLUMBER (including HVAC pipe and setting system).....	\$ 31.70	13.85

 PLUM0106-001 06/01/2014

ACADIA, CALCASIEU, LAFAYETTE, ST. LANDRY, and ST. MARTIN (Western Portion) PARISHES

	Rates	Fringes
PLUMBER/PIPEFITTER (including HVAC pipe and setting system)....	\$ 25.90	13.65

 PLUM0141-001 08/01/2023

BOSSIER, CADDO, and WEBSTER PARISHES

	Rates	Fringes
PLUMBER/PIPEFITTER (including HVAC pipe and setting system)....	\$ 28.48	14.47

 PLUM0198-001 12/08/2022

ASCENSION, EAST BATON ROUGE, LIVINGSTON, ST. JAMES (Northwestern Portion), AND ST. MARTIN (Eastern Portion) PARISHES

	Rates	Fringes
PLUMBER/PIPEFITTER (including HVAC pipe and setting system)....	\$ 32.42	16.50

 PLUM0247-001 05/01/2020

RAPIDES PARISH

	Rates	Fringes
PLUMBER/PIPEFITTER (including HVAC pipe and setting system)....	\$ 26.50	13.39

 PLUM0659-003 07/01/2015

OUACHITA PARISH

	Rates	Fringes
PLUMBER/PIPEFITTER (including HVAC pipe and setting system)....	\$ 26.33	8.97

 * SULA2004-005 05/19/2004

	Rates	Fringes
Cement Mason/Concrete Finisher....	\$ 16.89	2.45

Power Equipment Operator

Oiler.....\$ 11.16 ** 3.09

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

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

PORT OF SOUTH LOUISIANA
GLOBALPLEX
ACCESS ROAD TO BUILDING 71
RESERVE, LOUISIANA

APRIL 2024
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SECTION 00940

REQUIREMENTS FOR AFFIRMATIVE ACTION

PART 1 – GENERAL

- A. The Contractor shall be responsible for satisfying the requirements stated in the attachment at the end of this section.
- B. The Contractor shall include with each monthly invoice, the status of meeting the requirements of this section.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

PART 4 – MEASUREMENT AND PAYMENT

There is no direct payment for the work in this section.

END OF SECTION

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)**

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

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

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

Timetables	Goals for minority participation for each trade	Goals for female participation for each trade
	27.7 %	6.9%

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

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

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

State of Louisiana

County of St. John the Baptist

City of Reserve

SECTION 01010

SUMMARY OF WORK

PART 1 – GENERAL

1.1 Description of Work to be Performed

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Provide a new concrete roadway, new railroad crossing panels, replacement of railroad cross ties for crossing panels, new drainage structures, new drainage pipes, ditch reshaping, ditch lining, chain link fence and gate with electric operator, demolition, removal and disposal of existing drainage, demolition of existing foundations, removal of pavements, high-pressure jetting to clean existing drain lines, and other work as defined in the plans and specifications.

B. All work shall be done as described in the Specifications and as shown on the Drawings, complete and ready for operation.

C. Contractor shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.

D. The Contractor shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction

E. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.

F. The Contractor shall comply with all Parish, state, federal and other codes which are applicable to the proposed construction work.

G. The Contractor shall maintain a full sized set of approved plans on site, and during construction, accurately mark these plans with record information. Separate colors should be used to indicate all additions and to indicate all deletions. Clear and concise notes and sketches should accompany changes marked on these plans. These field managed record drawings should be used in the preparation of the final as-built drawings. The following shall be recorded as a minimum on the “As-Built Drawings”.

ACCESS ROAD TO BUILDING 71
GLOBALPLEX ROAD IMPROVEMENTS AND DRAINAGE
BETWEEN GLOBALPLEX BUILDINGS 71 AND 76
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1. The locations and description of any utility lines and other installations of any kind or other description known to exist within the construction area. The location includes dimensions to permanent features.
2. The locations and dimensions of any changes to constructed items.
3. Correct elevations to changes made in site grading or paving.
4. Changes in details of design or additional information such as approved placement details, sizes, material changes, etc.

1.2 Items by Owner

Independent testing laboratory services at Owner's direction.

1.3 Contract

Construct the work as shown in the plans and specified in the construction documents and specifications.

1.4 Contractor's Use Of Premises

- A. Confine operations at site to areas permitted by Contract Documents.
- B. Only approved areas of the site may be used by the Contractor for storage, work operations, etc. Such locations shall not unnecessarily interfere in any way with the Owner's operations or the operations of independent contractors.
- C. Do not load structures, slabs, walks, drive surfaces or underground utilities with weight that may endanger structures or integrity.
- D. Assume full responsibility for the protection and safekeeping of Products stored on premises. Obtain and pay for use of additional storage or work areas needed for operations.
- E. Do not interfere with the operation or use of any existing structures or roadway on or near the site. Move any stored products which interfere with operations of Owner or other Contractors immediately upon notification.
- F. Contractor must furnish his own sanitary facilities. Workmen will not be allowed to use existing sanitary facilities anywhere on the Owner's property.
- G. Restrict parking to areas which have been agreed to in writing by the Owner.
- H. Coordinate any interruption in utility services and obtain permission from Owner and Tenant prior to interruption.

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- I. Protect existing underground utilities adjacent to the Work. Use caution in driving vehicles, storing materials and use of equipment.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Coordinate work with the Owner and Tenant to ensure the continual operation of the existing facility during construction.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

- A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labors, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction. The Contractor is hereby on notice that no separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

PART 4 – MEASUREMENT AND PAYMENT

4.1 General

- A. The Total Bid Price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the Work, including furnishing all submittals, materials, equipment supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid or as described below. All work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid.

4.2 Estimated Quantities

- A. Any estimated quantities stipulated in the Bid Form or other Contract Documents or verbally communicated are approximate. The basis of payment for work and materials will be the actual amount of work done and materials furnished as described below. Owner reserves the right to delete portions of the work, including any unit price or lump sum bid

items.

4.3 Bid Items - **Base Bid**

A. **Mobilization & Demobilization (Item No. 1)**

Measurement and Payment for Mobilization and Demobilization shall be Lump Sum.

Mobilization and Demobilization price and payment shall include obtaining all permits, insurance, bonds; moving onto the site all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities, providing field office, sanitary and potable water facilities, quality testing, site safety, traffic control and coordination; as required for the proper performance and completion of the work.

Demobilization will also include all work necessary at the end of the project for the Contractor to remove from the project site all equipment, temporary buildings, residual materials, any other property belonging to the Contractor, and site cleanup.

The bid price for mobilization and demobilization shall be limited to a maximum of 10% of the total project bid.

The Contractor shall be allowed to invoice:

- Up to 25% of the amount bid for mobilization and demobilization with the first pay request
- Up to 50% with 10% of the total contract amount earned
- Up to 75% with 25% of the total contract amount earned
- Up to 90% with 50% of the total contract amount earned
- The final 10% of the amount shall be invoiced in the final pay request.

Refer to Section 01505 Mobilization & Demobilization.

B. **Construction Layout (Item No. 2)**

Measurement and Payment for Construction Layout shall be Lump Sum.

Price and payment for Construction Layout shall constitute full payment and shall include all necessary materials and equipment necessary to complete all work associated with the performance and completion of this work.

Measurements for determination of pay quantities will be made by the Engineer.

Refer to Section 02240 Construction Layout.

C. Removal of Structures and Obstructions (Item No. 3)

Measurement and Payment for Removal of Structures and Obstructions shall be Lump Sum.

Price and payment for Removal of Structures and Obstructions shall constitute full payment and shall include removal, offsite disposal and all necessary materials and equipment necessary to complete all work associated with the performance and completion of this work, unless specified for payment under another pay item.

Refer to Section 02230, Removal of Structures and Obstructions.

D. Removal of Existing Concrete Tanks Foundations (Item No. 4)

Measurement and Payment for Removal of Existing Concrete Tanks Foundation shall be Lump Sum.

Price and payment for Removal of Existing Concrete Tanks and Foundations shall constitute full payment and shall include removal, pile cutting, offsite disposal and all necessary materials and equipment necessary to complete all work associated with the performance and completion of this work.

Refer to Section 02230, Removal of Structures and Obstructions.

E. Removal of Portland Cement Concrete Pavement (Variable Thickness) (Item No. 5)

Measurement and Payment for Removal of Portland Cement Concrete Pavement shall be by the Square Yard.

Price and payment for Removal of Portland Cement Concrete Pavement shall constitute full payment and shall include removal, offsite disposal and all necessary materials and equipment necessary to complete all work associated with the performance and completion of this work.

Refer to Section 02230, Removal of Structures and Obstructions.

F. Removal of Asphalt Pavement (Variable Thickness) (Item No. 6)

Measurement and Payment for Removal of Asphalt Pavement shall be by the Square Yard.

Price and payment for Removal of Asphalt Pavement shall constitute full payment and shall include removal, offsite disposal and all necessary materials and equipment necessary to complete all work associated with the performance and completion of this work.

Refer to Section 02230, Removal of Structures and Obstructions.

G. Removal and Disposal of 12” CMP Pipe (Item No. 7)

Measurement and Payment for Removal and Disposal of 12” CMP Pipe shall be Lump Sum.

Price and payment for Remove and Dispose of 12” CMP Pipe shall constitute full payment and shall include removal, offsite disposal and all necessary materials and equipment necessary to complete all work associated with the performance and completion of this work.

Refer to Section 02230, Removal of Structures and Obstructions.

H. Removal and Disposal of 24” RCP Pipe and Headwalls (Item No. 8)

Measurement and Payment for Removal and Disposal of 24” RCP Pipe and Headwalls shall be Lump Sum.

Price and payment for Remove and Dispose of 24” RCP Pipe and Headwalls shall constitute full payment and shall include removal, offsite disposal and all necessary materials and equipment necessary to complete all work associated with the performance and completion of this work.

Refer to Section 02230, Removal of Structures and Obstructions.

I. Removal and Disposal of 36” RCP Pipe (Item No. 9)

Measurement and Payment for Removal and Disposal of 36” RCP Pipe shall be Lump Sum.

Price and payment for Remove and Dispose of 36” RCP Pipe shall constitute full payment and shall include removal, offsite disposal and all necessary materials and equipment necessary to complete all work associated with the performance and completion of this work.

Refer to Section 02230, Removal of Structures and Obstructions.

J. Removal and Disposal of 18” CMP Pipe (Item No. 10)

Measurement and Payment for Removal and Disposal of 18” RCP Pipes shall be Lump Sum.

Price and payment for Remove and Dispose of 18” RCP Pipes shall constitute full payment and shall include removal, offsite disposal and all necessary materials and equipment necessary to complete all work associated with the performance and completion of this work.

K. Refer to Section 02230, Removal of Structures and Obstructions. General Excavation (Net Sections) (Item No. 11)

Measurement and Payment for General Excavation shall be by the Cubic Yard.

Price and payment for General Excavation shall constitute full payment and shall include removal, offsite disposal and all necessary materials and equipment necessary to complete all work associated with the performance and completion of this work.

Refer to Section 02250 Excavation and Embankment.

L. Geotextile Fabric (Item No. 12)

Measurement and Payment for Geotextile Fabric shall be by the Square Yard.

Price and payment for Geotextile Fabric shall constitute full payment and shall include all necessary materials and equipment necessary to complete all work associated with the performance and completion of this work.

Refer to Section 02260, Geotextile Fabric.

M. Compacted Granular Material (12" Thick) (Item No. 13)

Measurement and Payment for Compacted Granular Material shall be by the Square Yard.

Price and payment for Compacted Granular Material shall constitute full compensation for furnishing all plant, labor, materials and equipment for placement and compaction of granular material to the lines and grades shown on the drawings.

Refer to Section 02380, Granular Material.

N. Portland Cement Concrete Pavement (8" Thick) (With Reinforcement) (Item No. 14)

Measurement for Portland Cement Concrete Pavement shall be by the Square Yard.

Payment for Portland Cement Concrete Pavement shall constitute full compensation for furnishing all plant, labor, materials and equipment for preparation, placement and finishing of concrete pavement including joints and welded wire fabric reinforcement to the lines and grades, thicknesses and typical cross section shown on the plans or established by the Engineer, and as specified in these specifications.

Refer to Section 02390 Portland Cement Concrete Pavement.

O. Embankment (Net Section) (Item No. 15)

Measurement and Payment for Embankment shall be made by the Cubic Yard, net section.

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Price and payment for Embankment shall constitute full payment and shall include all necessary materials and equipment necessary to complete all work associated with the performance and completion of this work.

Refer to Section 02250 Excavation and Embankment.

P. Erosion and Sediment Control (Item No. 16)

Measurement and Payment for Erosion and Sediment Control shall be Lump Sum.

Price and payment for Erosion and Sediment Control shall constitute full compensation for furnishing all plant, labor, equipment and materials necessary to complete all work including and maintain Erosion and Sediment Control facilities, and other construction and all operations necessary for performing all work as shown on the drawings and as specified in these specifications. All Erosion and Sediment Control work shall be in accordance with the Contractor's Stormwater Pollution Prevention Plan (SWPPP).

Refer to Section 02540 Temporary Erosion Control.

Q. Traffic Maintenance Surfacing (Aggregate) (Vehicular Measurement) (Item No. 17)

Measurement and Payment for Traffic Maintenance Surfacing shall be made by the Cubic Yard, truck measure in approved hauling vehicles at the point of delivery.

Price and Payment for Traffic Maintenance Surfacing shall include all labor, equipment, and materials necessary to complete all work including placing, stockpiling, and finishing to the lines and grades as shown on the drawings, as directed by the engineer and as specified in these specifications.

Refer to Section 02270 Traffic Maintenance Surfacing.

R. Asphaltic Concrete (Item No. 18)

Measurement and Payment for Asphaltic Concrete shall be made by the Ton.

Price and payment for Asphalt Concrete shall include all labor, equipment, and materials necessary to complete all work and finishing to lines and grades as shown on the drawings, as directed by the engineer and as specified in these specifications.

Refer to Section 02725 Asphalt Concrete Pavement.

S. Precast Concrete Railroad Crossing Panels (Item No. 19)

Measurement and Payment for Precast Concrete Railroad Crossing Panels shall be by the

Linear Foot along the track centerline.

Price and Payment for Precast Concrete Railroad Crossing Panels shall constitute full compensation for furnishing all plant, labor, equipment and materials necessary to complete all work including removal of existing asphalt and crossing timbers, surveying, adjusting tie spacing, furnishing and placing new curved concrete panels, new crossing timbers, fastenings, and other associated items in accordance with these specifications and as shown on the drawings.

Refer to Section 20150 Precast Concrete Railroad Crossing Panels.

T. Seeding and Fertilizer (Item No. 20)

Measurement and Payment for Seeding and Fertilizer shall be Lump Sum.

Price and payment for Seeding and Fertilizer shall constitute full compensation for furnishing all plant, labor, materials, equipment, and incidentals required to complete this work where shown on the drawings and as specified in these specifications.

Refer to Section 02520 Seeding and Fertilizer.

U. Chain Link Fence (6 Foot Height) (Item No. 21)

Measurement and Payment for Chain Link Fence shall be by the Linear Foot.

Price and payment for Chain Link Fence shall constitute full compensation for furnishing all plant, labor, equipment and materials necessary to complete all work associated with fencing and gates. This scope is to be installed in accordance with Chain Link Fence & Gates described by the items of work shown on the plans and as specified herein. All work in this item shall be in accordance with Section 705 Fences of "Louisiana Standard Specifications for Roads and Bridges", 2016 Edition.

Refer to Section 02444 Chain Link Fence & Gates.

V. Rolling Chain Link Gate (6 Foot Height) (30 Feet) (With Electric Gate Operator) (Item No. 22)

Measurement and Payment for Rolling Chain Link Gate shall be Lump Sum.

Price and payment for Rolling Chain Link Gate shall constitute full compensation for furnishing all plant, labor, materials and equipment required for the complete installation of an operational rolling chain link gate with electric operator and power.

Refer to Section 02444 Chain Link Fence & Gates.

W. Temporary Traffic Control (Item No. 23)

Measurement and Payment for Temporary Traffic Control shall be Lump Sum.

Price and payment Temporary Traffic Control shall include furnishing, delivering and maintaining signs and barricades. It shall include all labor, equipment, and materials necessary to complete all work as shown on the drawings and as required in these specifications.

Refer to Section 02210 Temporary Traffic Control.

X. Storm Drain Pipe (12” RCP) (Item No. 24)

Measurement and Payment for Storm Drain Pipe (12” RCP) shall be Linear Foot.

No measurement or direct payment will be made for excavation, granular material backfill, sheeting and bracing, timber foundation, bedding material, geotextile fabric, special connections, pipe fittings, tie-in to existing or new drainage structure or any necessary saw cutting for pipe fittings. Payment for those items shall be included in the contract unit price bid for drain pipe. Drain pipe shall be measured by the linear foot (plan measure) in place from interior wall to interior wall of manholes, catch basins or inlets.

Price and payment for Storm Drain Pipe shall constitute full compensation for furnishing all plant, labor, materials, equipment, excavation, granular material backfill, sheeting and bracing, timber foundation, bedding material, geotextile fabric, special connections, pipe fittings, tie-in to existing or new drainage structure or any necessary saw cutting for pipe fittings as shown on the drawings and as specified in these specifications.

Refer to Section 02525 Culverts and Storm Drains.

Y. Storm Drain Pipe (24” RCP) (Item No. 25)

Measurement and Payment for Storm Drain Pipe (24” RCP) shall be Linear Foot.

No measurement or direct payment will be made for excavation, granular material backfill, sheeting and bracing, timber foundation, bedding material, geotextile fabric, special connections, pipe fittings, tie-in to existing or new drainage structure or any necessary saw cutting for pipe fittings. Payment for those items shall be included in the contract unit price bid for drain pipe. Drain pipe shall be measured by the linear foot (plan measure) in place from interior wall to interior wall of manholes, catch basins or inlets.

Price and payment for Storm Drain Pipe shall constitute full compensation for furnishing all plant, labor, materials, equipment, excavation, granular material backfill, sheeting and bracing, timber foundation, bedding material, geotextile fabric, special connections, pipe

fittings, tie-in to existing or new drainage structure or any necessary saw cutting for pipe fittings as shown on the drawings and as specified in these specifications.

Refer to Section 02525 Culverts and Storm Drains.

Z. Storm Drain Pipe (36" RCP) (Item No. 26)

Measurement and Payment for Storm Drain Pipe (36" RCP) shall be Linear Foot.

No measurement or direct payment will be made for excavation, granular material backfill, sheeting and bracing, timber foundation, bedding material, geotextile fabric, special connections, pipe fittings, tie-in to existing or new drainage structure or any necessary saw cutting for pipe fittings. Payment for those items shall be included in the contract unit price bid for drain pipe. Drain pipe shall be measured by the linear foot (plan measure) in place from interior wall to interior wall of manholes, catch basins or inlets.

Price and payment for Storm Drain Pipe shall constitute full compensation for furnishing all plant, labor, materials, equipment, excavation, granular material backfill, sheeting and bracing, timber foundation, bedding material, geotextile fabric, special connections, pipe fittings, tie-in to existing or new drainage structure or any necessary saw cutting for pipe fittings as shown on the drawings and as specified in these specifications.

Refer to Section 02525 Culverts and Storm Drains.

AA. Clean Existing Storm Pipes (12" to 36" Diameter) By High Pressure Jetting, Vacuum Debris and Dispose Offsite (Item No. 27)

Measurement and Payment to Clean Existing Storm Pipes shall be made by the Linear Foot.

Price and payment for Clean Existing Storm Pipes shall constitute full compensation for furnishing all plant, labor, equipment and materials necessary to complete all work including furnishing water, and disposing of removed material off site as shown on the drawings.

Refer to Section 03850 Hydrocleaning of Drain Lines.

BB. Clear, Remove and Dispose of Debris, and Excavate to Re-shape Existing Ditches (Item No. 28)

Measurement and Payment to Clear, Remove and Dispose of Debris, and Excavate to Re-shape Existing Ditches shall be made by the Linear Foot. Quantities shown on the plans are only estimated quantities.

Price and payment to over clear, remove and dispose of debris, and excavate to re-shape existing ditches shall constitute full compensation for furnishing all plant, labor, materials

and equipment for the grading, shaping and disposal of existing ditches at locations noted on the contract drawings, as shown on the drawings and as specified in these specifications.

Refer to Section 02250 Excavation and Embankment.

CC. New Drainage Ditch (Item No. 29)

Measurement and Payment for New Drainage Ditch shall be by the Linear Foot.

Price and payment for New Drainage Ditch shall constitute full compensation for furnishing all plant, labor, equipment and materials necessary to complete all work associated with excavating, shaping and disposing of excavated material to the lines and grades as shown on the plans.

Refer to Section 02250 Excavation and Embankment.

DD. Replace Junction Box Top (Item No. 30)

Measurement and Payment for Replace Junction Box Top shall be Lump Sum.

Price and payment for Replace Junction Box Top shall constitute full compensation and shall include removal, adjustment, replacement, and all necessary materials and equipment necessary to complete all work associated with this, furnishing all plant, labor, equipment and materials necessary to complete all work associated with the performance and completion of this work.

Refer to Section 02530, Manholes, Junction Boxes and Drop Inlets.

EE. Adjust Drop Inlet to Grade (Item No. 31)

Measurement and Payment for Adjust Drop Inlet to Grade shall be by Each.

Price and payment shall constitute full compensation for furnishing all labor, equipment and materials necessary to complete all work as shown on the drawings and as specified in these specifications.

Refer to Section 02530, Manholes, Junction Boxes and Drop Inlets.

FF. Drop Inlet (Item No. 32)

Measurement and Payment for Drop Inlet shall be by Each.

Price and payment shall constitute full compensation for furnishing all labor, equipment and materials necessary to complete all work as shown on the drawings and as specified in these

specifications.

Refer to Section 02530, Manholes, Junction Boxes and Drop Inlets.

GG. Drain Manhole (Item No. 33)

Measurement and Payment for Drain Manhole shall be by Each.

Price and payment shall constitute full compensation for furnishing all labor, equipment and materials necessary to complete all work as shown on the drawings and as specified in these specifications.

Refer to Section 02530, Manholes, Junction Boxes and Drop Inlets.

HH. 9' x 9' Concrete Manhole (Item No. 34)

Measurement and Payment for New Junction Box shall be by Each.

Price and payment shall constitute full compensation for furnishing all labor, equipment and materials necessary to complete all work as shown on the drawings and as specified in these specifications.

Refer to Section 02530, Manholes, Junction Boxes and Drop Inlets.

II. Temporarily Remove and Reinstall Chain Link Fence (6 Foot Height) (Item No. 35)

Measurement and Payment to Temporarily Remove and Reinstall Chain Link Fence shall be Lump Sum.

Price and payment shall constitute full compensation for furnishing all labor, equipment and materials necessary to complete all work as shown on the drawings and as specified in these specifications.

Refer to Section 02444 Chain Link Fence and Gates.

4.1 Bid Items – **Alternates**

NONE

END OF SECTION

SECTION 01152

APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.1 Description

- A. Submit applications for payment to Engineer in accordance with the established schedule of payments required by Conditions of the Contract and Agreement between Owner and Contractor.
- B. Adhere to all applicable requirements indicated in - Progress Payments, Retainages and Final Payment clauses in the Conditions of the Contract.
- C. Within 30 days after award of contract, Contractor shall furnish to Engineer a schedule of estimated monthly payments. The schedule shall be revised and submitted each time an application for payment varies more than 10 percent from the estimated payment schedule.

1.2 Format and Data Required

- A. Submit itemized applications on completed Application and Certificate for Payment. Blank forms shall be supplied by the Engineer.
- B. Provide itemized data on continuation sheets:
 - 1. Format, schedules, line items and values: Those of the Schedule of Values approved by Engineer.
- C. A progress report shall accompany all applications.
- D. Copies of all certificates and test reports required by State Sampling Plan for work being invoiced. Contractor shall retain original document to be turned over at closeout.

1.3 Preparation of Application for Each Progress Payment

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to the date of submittal of application.

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2. Fill in summary of dollar values to agree with the respective totals indicated on the continuation sheets.
3. List all on site stored items.
4. List of all responsible members and officers of the construction company.
5. Execute certification with the signature of an authorized, responsible officer of the Contract firm as required by Owner and Engineer.

B. Continuation Sheets

1. Fill in total lists of all scheduled component items of Work, with item number and the scheduled dollar value for each item.
2. Fill in the dollar value in each column for each scheduled line item when work has been performed or products stored.
 - a. Round off values to the nearest dollar, or as specified for the Schedule of Values.
3. List each Change Order executed prior to the date of submission, at the end of the continuation sheets.

C. Sampling Plan:

Copies of all certificates and test reports required for and associated with the completed work.

1.4 Substantiating Data for Progress Payments

- A. When the Owner or the Engineer require substantiating data, to justify dollar amounts, Contractor shall submit suitable information, with a cover letter identifying:
 1. Project name.
 2. Application number and date.
 3. Detailed list of enclosures, including invoices.
 4. Information for stored products including:
 - a. Item number and identification as shown on application.

- b. Description of specific material.
 - B. Submit one (1) copy of data and cover letter for each copy of application.
- 1.5 Preparation of Application For Final Payment
 - A. Fill in Application form as specified for progress payments.
 - B. Use continuation sheet for presenting the final statement of accounting as specified in Section 01700 - Contract Closeout.
 - C. Engineering Directives and Standards Manual, by LADOTD Office of Engineering, Latest Edition.
 - D. Compile, organize, and prepare all documents required for the submittal of the State Sampling Plan.
- 1.6 Submittal Procedure
 - A. Submit Applications for Payment to Engineer at the times stipulated in the Agreement.
 - B. Number: one (1) copy of each Application.
 - C. When Engineer finds the Application properly completed and correct, he will transmit a certificate for payment to Owner.
 - D. All payment requests or invoices must be sent first to the Engineer for review and comment on the proper forms, which are then forwarded to the Owner. Contractors who fail to follow this procedure will not be paid on a timely basis due to the unnecessary delays in re-routing the payment requests.
- 1.7 Retainage
 - A. The Owner agrees to make payment to its Contractor promptly sums due under this contract and to retain only such amounts as may be justified by specific circumstances specifically provided for in the construction contract, to the following schedule:
 - 1. Retention of up to ten (10) percent of payments for projects with contract prices of less than \$500,000.
 - 2. Retention of five (5) percent of payments for projects with contract prices of \$500,000 or more.

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1.8 Total Payment

- A. Wherever an item of work to be performed under this contract is specified in any of the bid documents as being paid at an item total price, the Contractor shall be paid the entire amount that appears in his bid proposal for that item.
- B. Wherever the estimated quantities (i.e., cubic yards of sand, shell, etc.) of materials to be furnished under this contract are shown in any of the documents, including the Proposal, they are given for use in comparing bids and are not to be construed as exact quantities. The Owner reserves the right to increase or diminish these quantities as may be necessary to complete the work contemplated by this contract. The Contractor shall be paid for the actual quantity of items or material used, and payment will be at the respective unit price bid for these items or materials.
- C. The sum of the products of approximate quantities multiplied by the unit price bid, constitute the total base bid price or total alternate bid price which sums shall be used in comparison of bids, and the awarding of the Contract.
- D. It shall be understood that the total base bid or alternate bid price figure, wherever specified in the bid document, may not reflect the actual amount the Contractor will receive upon completion of the work. This figure shall be adjusted in accordance with the actual quantity of unit price items used.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within thirty (30) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.

1.2 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data
 - 4. Conformance with Specifications and indicate all variances from the

Specifications.

- C. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
- D. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
- E. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittals to complement shop drawings to the Engineer which will be retained for his use. The Contractor shall submit extra sets as required for his subcontractors, his suppliers, and his own use. Electronic PDF submittals will be accepted in place of hard copies.

1.3 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
 - 1. as permitting any departure from the Contract requirements;
 - 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, and materials;
 - 3. as approving departures from details furnished by the Engineer, except as otherwise provided herein.
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.C), and show a departure from the Contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, the Engineer may return the reviewed drawings without noting any exception.
- D. When reviewed by the Engineer, each of the Shop Drawings will be identified as having received such review being so stamped and dated. Shop Drawings stamped "NOT APPROVED" and with required corrections shown will be returned to the Contractor for correction and resubmittal.

- E. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or marking on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- F. If the Contractor considers any correction indicated in the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- G. The Engineer will review a submittal/resubmittal a maximum of three (3) times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- H. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.
- I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.4 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of Contractor and subcontractor submitting drawing.

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5. Clear identification of contents and location of the work.
 - D. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the contract documents.
 - E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required.
 - F. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
 - G. The Contractor shall provide a list including the equipment name, address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
 - H. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.
 - I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings, all clearly revised, complete and up to date showing the permanent construction as actually made for all pavement, drainage, reinforcing and structural steel, and miscellaneous items.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

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PART 4 – MEASUREMENT AND PAYMENT

There is no direct pay for work in this section.

END OF SECTION

SECTION 01380

CONSTRUCTION PHOTOGRAPHS

PART 1 – GENERAL

1.1 Description

- A. The Contractor shall be responsible for the production of construction photographs showing the regular progress of the Work. The Engineer shall be able to designate the subject of additional photographs as required.
- B. Before commencement of the Work and continuing through the duration of the contract, the Contractor shall take not less than six (6) photos consisting of different subjects or angles of view. The photos shall be taken from various locations on the construction site for adequate documentation of the Work. The photographer shall attempt to use the same locations for four (4) exposures at each interval. The exposures shall be taken at intervals not exceeding two (2) weeks in duration. The Contractor shall take six (6) additional exposures at the completion of the Work as directed by the Engineer.
- C. Contractor shall submit photos in digital format to the Owner and Engineer along with monthly pay requests.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

PART 4 – MEASUREMENT AND PAYMENT

There is no direct payment for the work in this section.

END OF SECTION

SECTION 01505

MOBILIZATION AND DEMOBILIZATION

PART 1 – GENERAL

- A. Under this item of work, the Contractor shall set up his necessary general plant including shops, storage areas, temporary facilities and Resident Project Representative's office, Contractor's field offices and such sanitary and other facilities as are required by local or state law or regulation; all as required for the proper performance and completion of the Work. The Contractor shall provide all items of work covered in this section which shall include but not be limited to the following principal items:
1. Moving on to the site of all Contractor's plant and equipment required for first month operations.
 2. Installing temporary construction power, wiring, and lighting facilities.
 3. Establishing fire protection system.
 4. Developing construction water supply.
 5. Providing field offices for the Contractor and the Resident Project Representative, complete with all specified furnishings and utility services including telephones. The Contractor has the option of either providing separate offices or may provide separate office space within the same trailer or temporary building.
 6. Providing on-site sanitary facilities and potable water facilities as specified.
 7. Arranging for and erection of Contractor's work and storage yard.
 8. Procurement and submittal of all required contractor and subcontractor insurance certificates and bonds.
 9. Obtaining all required permits not already specified to be provided by the Owner.
 10. Posting all OSHA required notices and other information as required by Federal (EDA), State and Local Agencies. Establishment of safety programs.
 11. Have the Contractor's superintendent at the job site full time.
 12. Have provided a detailed construction schedule acceptable to the Owner for project use as specified.

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13. Erection of project sign(s) as specified.
 14. Project Schedule - Critical Path Method (CPM) Network.
 15. Misc. Submittals per specifications defined in other sections.
- B. The Contractor may not engage in any field activities (except for surveys) until he satisfactorily submits shop drawings for critical items and has been given authorization by the Owner to proceed with field activities.
- C. The work necessary to demobilize at the end of the project is included as a part of the mobilization of this project.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

PART 4 – MEASUREMENT AND PAYMENT

- A. Refer to Section 01025 Measurement and Payment for additional information.

END OF SECTION

SECTION 01510

TEMPORARY UTILITIES & FACILITIES

PART 1 – GENERAL

1.1 Temporary Utilities - General

- A. Contractor shall provide and maintain all temporary utilities such as water and lighting for the operation of Contractor's plant or equipment or for any other use by Contractor. Locate temporary utilities, facilities and signs in designated areas. The use of public spaces is not permitted except with specific approval.
- B. Comply with Federal, State and local codes and regulations and with utility company requirements.
- C. Temporary utilities shall be maintained during the entire period of construction

1.2 Temporary Electricity

- A. General construction and safety lighting: five foot-candles minimum; and finishing work and testing: 30 foot-candles minimum. A source for temporary electricity shall be secured by the Contractor and the contractor shall supply the temporary lighting as required for the project.
- B. Comply with National Electric Code.
- C. Contractor shall discover characteristics of available sources of electrical power (voltage, phases, amps, etc.) and shall coordinate with his needs as required. Obtain meter so required from utility provider.

1.3 Temporary Water

- A. All water (including extensions of lines, meters and connections) required for and in connection with the Work to be performed and for any specified tests of piping, equipment, devices, etc., or for any other use as may be required for proper completion of the Work shall be provided by and maintained at the expense of the Contractor. No separate payment for water used or required will be made and all costs in connection therewith shall be included in the contract bid price. The Owner will allow use of water from his system provided the Contractor makes all required temporary connections and temporary extension of lines to the work area.
- B. Size piping to supply construction needs.
- C. All drinking water on the site during construction shall be furnished by the Contractor and

shall be bottled water.

1.4 Temporary Sanitary Facilities

- A. Contractor shall furnish and maintain neat, clean temporary sanitary facilities (toilet accommodations) at the site, as provided herein, for the needs of all construction workers and other performing work or furnishing services on the Project.
- B. Sanitary facilities shall be clean and sanitary at all times and shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 men. Contractor shall enforce the use of such sanitary facilities by all personnel at the site.
- C. Provide toilet tissue holders and tissue at all times.
- D. Installation shall be of a type approved by local health department authorities and the State Board of Health.

1.5 Temporary Fire Protection

Provide general temporary fire protection during construction period, if required.

1.6 Temporary Heat and Ventilation

- A. If required, provide adequate forced ventilation to prevent accumulation of dust, fumes, vapors, or gases and to properly cure materials and disperse humidity.
- B. If required, provide temporary heat and ventilation as required to maintain adequate environmental conditions to facilitate progress of the work, to meet specified minimum conditions for the installation of materials, and to protect materials and finishes from damage due to temperature or humidity. Portable heaters shall be standard approved units complete with controls. Pay all costs of installation, maintenance, operation and removal, and for fuel consumed.

1.7 Safety Equipment

- A. Provide personal safety equipment for authorized visitors as well as workmen. Cover trenches and holes when not in use.

1.8 Safety Signs

- A. Install signs as necessary for safety and as necessary to meet insurance requirements. Colors shall meet test specified in Section 3 - Color Definitions, ANSI Z 53.1-1967, "Safety Color Code for Working Physical Hazards".

1.9 Scaffolding And Hoisting

- A. Erect and maintain scaffolds, runways, ramps, and ladders necessary for reaching all portions of work conveniently and safely. Install guard rails as required by OSHA. Install, maintain and operate equipment in a manner that will prevent injury or damage. Meet applicable safety requirements.

PART 2 – PRODUCTS

- A. NOT USED

PART 3 – EXECUTION

3.1 Removal

- A. Completely remove all temporary utilities and facilities when their use is no longer required. Clean and repair damage caused by temporary installation.
- B. Relocate temporary facilities during construction as required by progress of the Work at no additional cost to the Owner.

PART 4 – MEASUREMENT AND PAYMENT

- A. The cost for the work in this section shall be distributed amongst the other items of work.

END OF SECTION

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SECTION 01520

EDA PROJECT SIGN

PART 1 – GENERAL

1.1 Description

- A. The Contractor shall supply, erect and maintain in good condition a Project sign as attached to this specification. The Owner shall designate the project sign location.

PART 2 – PRODUCTS

- A. The Contractor shall submit a shop drawing for information.
- B. The Port of South Louisiana is the EDA Grant Recipient.

PART 3 – EXECUTION

- A. The project sign shall be installed in accordance with the attachment at the end of this section.

PART 4 – MEASUREMENT AND PAYMENT

There is no direct payment for the work in this section.

END OF SECTION

EDA PROJECT SIGN

The Contractor shall supply, erect, and maintain in good condition a project sign according to the specifications set forth below:

EDA SITE SIGN SPECIFICATIONS

Size: 4' x 8' x ¾"

Materials: Exterior grade/MDO plywood (APA rating A-B)

Supports: 4" x 4" x 12' posts with 2" x 4" cross branching

Erection: Posts shall be set a minimum of three feet deep in concrete footings that are at least 12" in diameter.

Paint: Outdoor enamel

Colors: Jet Black, Blue (PMS300), and Gold (PMS7406). Specifically, on white background the following will be placed:

The U. S. Department of Commerce seal in blue, black, and gold;

“EDA” in blue;

“U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT

ADMINISTRATION” in black;

“In partnership with” in blue;

(Actual name of the) “EDA Grant Recipient” in black;

Lettering: Specific fonts are named below; positioning will be as shown on the attached illustration.

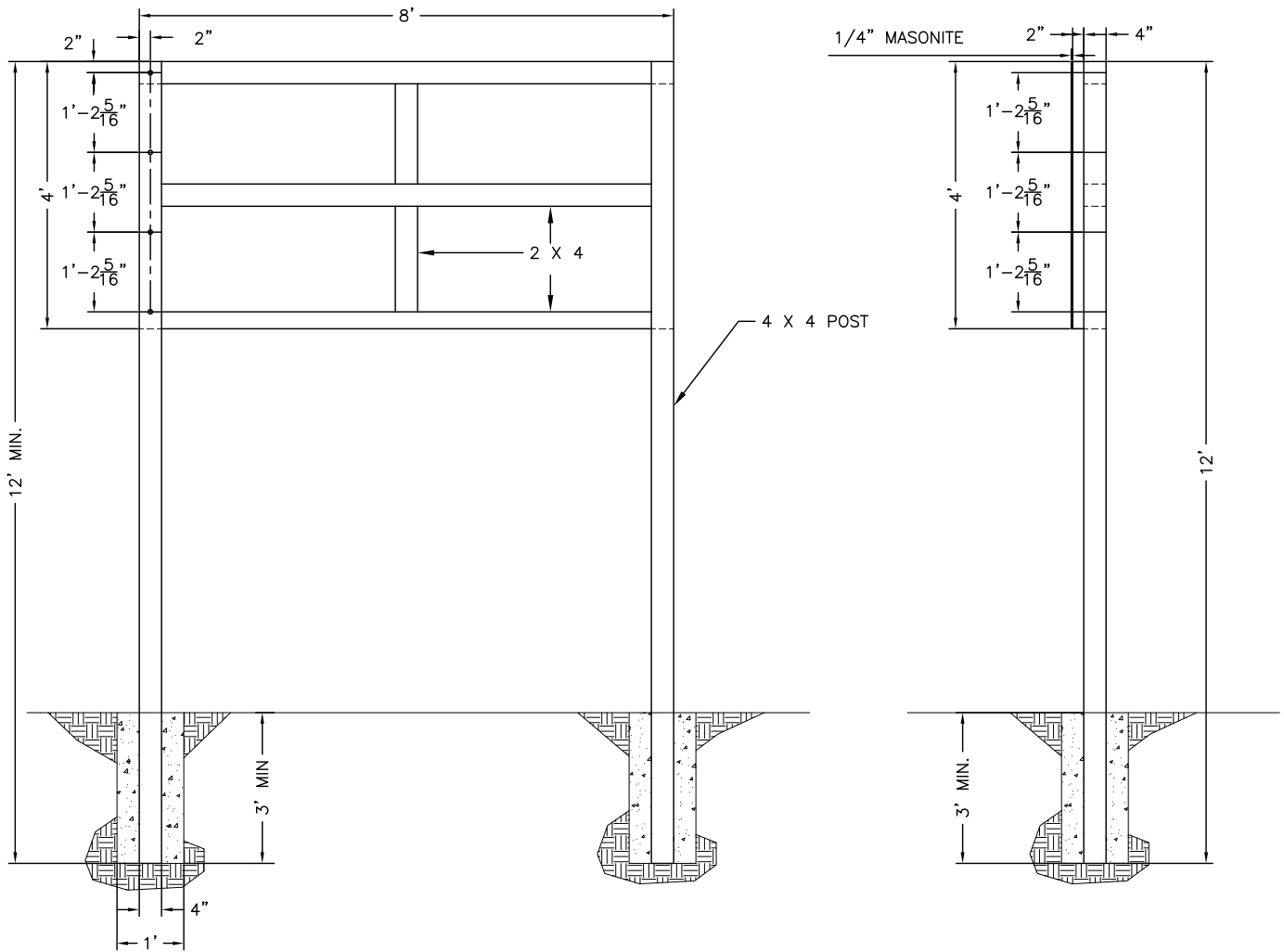
“U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT
ADMINISTRATION” use Bank Gothic Medium - **BANK GOTHIC MED**

“In partnership with” use Univers™ 55 Oblique - **Univers 55**

(Name of) “EDA Grant Recipient” use Univers™ Extra Black 85 **Univers 85**

Project signs will not be erected on public highway rights-of-way. If any possibility exists for obstruction to traffic line of sight, the location and height of the sign will be coordinated with the agency responsible for highway or street safety in the area.

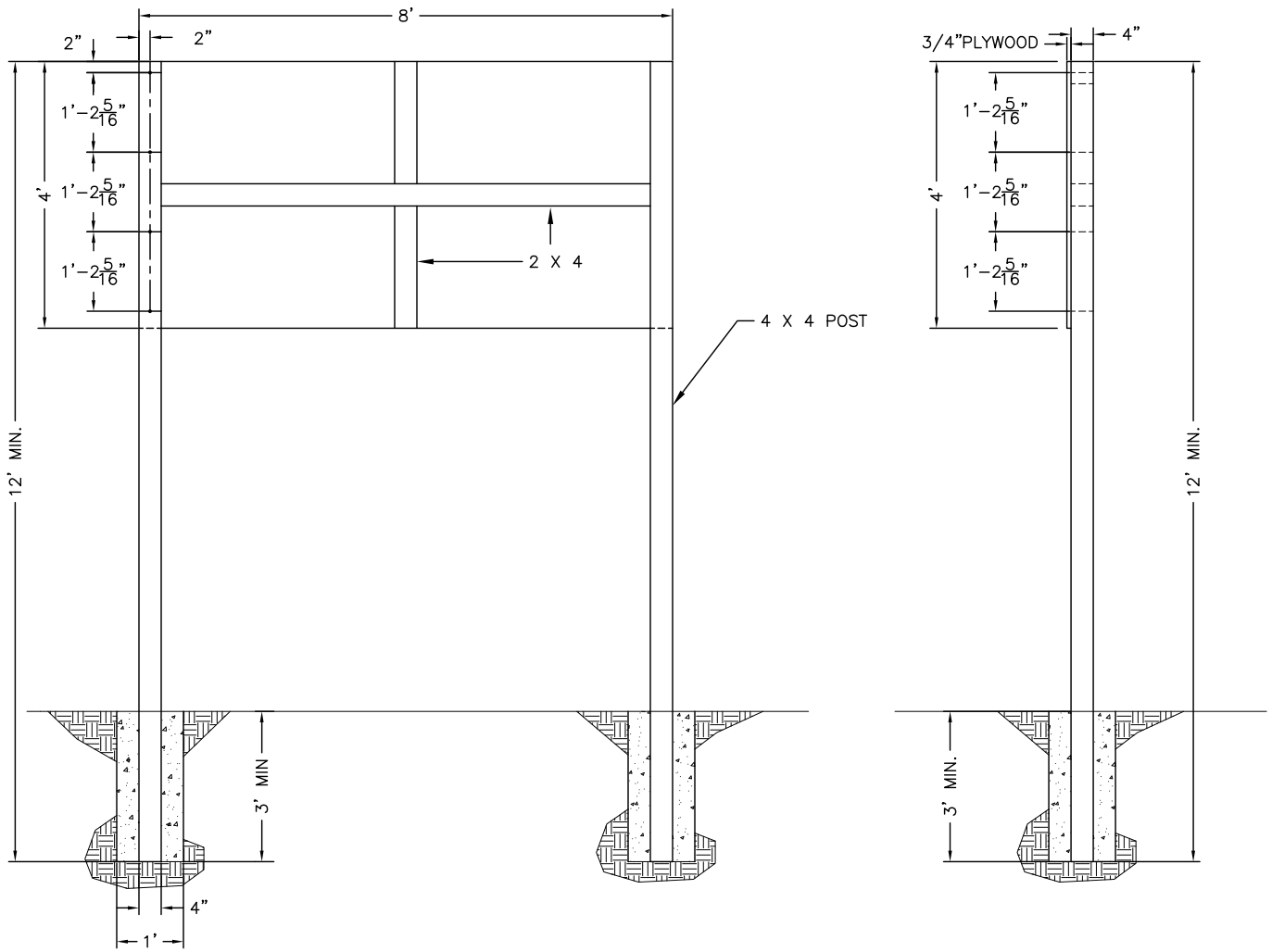
The EDA Regional Director may permit modifications to these specifications if they conflict with state law or local ordinances.



SIGN A
MASONITE SIGN
SCALE: 3/8" = 1'

PROJECT - SIGN A

ECONOMIC DEVELOPMENT ADMINISTRATION



SIGN B
PLYWOOD SIGN
SCALE: 3/8" = 1'

PROJECT - SIGN B

ECONOMIC DEVELOPMENT ADMINISTRATION



EDA

U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION

In partnership with

<EDA Grant Recipient Name>

Black
Blue= PMS300
Gold= PMS7406



EDA

U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION

In partnership with

<EDA Grant Recipient Name>

2.25"

13.5"

1.75"

1.75"

10"

2.0"

1.5"

4.0"

3.0"

3.0"

3.75"

15.0"

48"

SECTION 01700

CONTRACT CLOSEOUT

PART 1 – GENERAL

1.1 Requirements Included

- A. The Contractor shall comply with requirements stated in the General and Supplementary Conditions of the Contract and in the Specifications for administrative procedures in closing out the Work.
- B. The Contractor shall comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at the site, or bury debris or excess materials on the Owner's property or discharge volatile or other harmful or dangerous material into drainage systems; remove waste materials from the site and dispose of in a lawful manner.

1.2 Related Work

- A. General and Supplementary Conditions of the Contract. Fiscal provisions, legal submittals and additional administrative requirements.
- B. Section 01010: Summary of Work.
- C. Section 01152: Applications for Payment.

1.3 Cleaning

- A. Use cleaning products which will not damage adjacent surfaces.
- B. Remove all temporary labels.
- C. Clean project site, of litter and foreign substances. Sweep paving to a broom clean condition; remove stains, spills and other foreign deposits.
- D. Clean exposed hard-surfaced finishes, including metals, painted surfaces, plastics, special coatings, and similar surfaces to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances caused by work of this contract.
- E. Remove all waste and surplus material from site, (that is, completely off of site).

1.4 Substantial Completion

- A. In no case shall the Contractor claim completion or request Engineer's inspection to

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determine same until all required inspections by various governmental regulatory agencies have been made and certificates determining compliance have been delivered to the Engineer. When Contractor considers the Work is substantially complete, he shall submit to the Engineer (original and 3 copies each):

1. A written notice that the Work or designated portion thereof, is substantially complete.
 2. A list of items (PUNCH LIST) to be completed or corrected.
 3. Prepare and file a request for Certificate of Use and Occupancy with the Building Department.
 4. All documents, manuals, guarantees and related items as called for in the technical sections of the Project Manual. It is incumbent on the Contractor to review the Project Manual and provide all guarantees, manual, etc. Items required to be submitted include, but is not necessarily limited to the following items:
 - a. Contractor's one (1) year written guarantee
 - b. Maintenance manuals and warranties from the manufacturer to the Owner on individual materials, systems, or equipment (as required by the individual Technical Sections).
 - c. Include emergency instruction, warranties, guarantees, recommended preventive maintenance procedures and cycles, inspection procedures, product data, and similar applicable information.
- B. Within a reasonable time after receipt of notice of substantial completion, the Engineer will make an inspection to determine the status of completion.
- C. Should the Engineer determine that the Work is not substantially complete:
1. Engineer will promptly notify the Contractor in writing, giving the reasons therefor and review with the Contractor items which remain incomplete.
 2. Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the Engineer.
 3. Engineer will re-inspect the Work.
- D. When the Engineer finds that the Work is substantially complete, he may:
1. Prepare and deliver to the Owner a notification of Substantial Completion on an appropriate form with the Contractor's list of items to be completed or corrected as verified and amended by the Engineer before final payment.
 2. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when Engineer considers that the Work is substantially complete, he will countersign and deliver to the Owner and the contractor a definite notification of Substantial Completion with a revised list of items to be completed or corrected.

1.5 Final Inspection

- A. When Contractor considers the Work is substantially complete, he shall submit written notification on his letterhead that (1 original and 3 copies):
 - 1. Contract Documents have been reviewed.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Equipment and systems have been tested in the presence of an Owner's representative and are operational/functional.
 - 5. Work is completed and ready for final inspection.
 - 6. All items noted from the Substantial Completion inspection have been completed or corrected.
- B. Contractor shall also submit (3 copies each):
 - 1. Certificate of Use and Occupancy.
 - 2. Certificate of approved final inspection for all applicable mechanical, electrical, plumbing equipment, etc. as required by state and local authorities.
- C. Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such notification.
- D. Should Engineer consider that the Work is incomplete or defective:
 - 1. Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
 - 2. Contractor shall take immediate steps to remedy the stated deficiencies and send a second written notification to Engineer stating that the Work is complete.
 - 3. Engineer will reinspect the Work.
- E. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals, including Application for Final Payment and shall recommend to Owner in writing to accept the Project.

1.6 Reinspection Fees

- A. Should Engineer perform reinspection due to failure of the Work to comply with the claims of status of completion made by the Contractor:
 - 1. Owner will compensate Engineer for such additional services.
 - 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.7 Contractor's Closeout Submittals to Engineer

A. Unless previously submitted, submit the following:

1. Warranties, Guarantees and Bonds. All warranty periods shall begin on the date of Acceptance of Substantial Completion. Provide warranties for all work and for all operating equipment as called for in various Sections of the Project Manual.
2. Operation and Maintenance Manuals and data, Owner's Manuals, two (2) copies each.
3. Evidence of Payment and Release of Liens: In accordance with requirements of General and Supplementary Conditions.

1.8 Final Adjustment of Accounts

A. Submit a final statement of accounting to the Engineer.

B. Statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum.
2. Additions and deductions resulting from:
 - a. Previous Change Orders.
 - b. Deductions for liquidated damages.
 - c. Deductions for reinspection payments.
 - d. Deductions for overtime inspection payments.
 - e. Other adjustments.
3. Total Contract Sum, as adjusted.
4. Previous payments.
5. Sum remaining due.

C. Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders, if any.

1.9 Final Application for Payment

Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the General and Supplementary Conditions of the Contract and Section 01152 - Applications for Payment.

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1.10 Supplemental Liquidated Damages

After the establishment of a date of Substantial Completion, the Contractor shall have twenty (20) consecutive calendar days to complete any outstanding items of Work remaining to be completed or corrected as listed on a final punch list made a part of the Substantial Completion Package. If upon expiration of said twenty (20) days the outstanding items of Work have not been completed and accepted, liquidated damages in the amount agreed to in this contract will be reinstated for every day which the outstanding items of Work have not been completed and accepted. Furthermore, the Owner shall not release monies withheld until all outstanding items of Work have been completed. The amount of liquidated damages will be as stipulated in SECTION 00850, paragraph SP-3.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

A. Closeout Procedures

Except as otherwise indicated or requested by the Engineer, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction period.

PART 4 – MEASUREMENT AND PAYMENT

NOT USED

END OF SECTION

SECTION 02210

TEMPORARY TRAFFIC CONTROL

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. Furnish, install, maintain and remove temporary construction barricades, precast concrete barriers, lights, pavement markings, and signs; provide flaggers; and comply with all other requirements regarding the protection of the work, workers, and safety of the Owner and tenants.
- B. All work under this section (not specified otherwise) shall be performed in accordance with Section 713 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, and latest revisions, or as amended herein.

1.2 SUBMITTALS

- A. Submit a traffic maintenance plan for each proposed phase of construction.

1.3 REFERENCED STANDARDS

- A. All work in this Section shall be in accordance with Section 713 of "Louisiana Standard Specifications for Roads and Bridges", 2016 Edition and latest revisions.

PART 2 – PRODUCTS

- A. Materials for temporary signs, barricades, barriers, and related devices shall be in conformance comply with Section 713 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition and latest revisions.

PART 3 – EXECUTION

- A. Signs and barricades, pavement markings and arrangements thereof, shall be provided to direct the Owner's on-going operational traffic around the areas under construction. Appropriate signs for special conditions shall be furnished and installed as directed. Requirements for proper signs, barricades or other safety precautions promulgated by the Contractor's insurers are not negated by these specifications. These specifications shall not

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be construed to relieve the Contractor of responsibilities for the safety of others, for liability in connection herewith, or compliance with State and local laws or ordinances.

- B. Construction shall be phased such that lanes will be maintained open for the Owner's vehicle movements.
- C. The Contractor shall check the signage daily and replace signs and barricades as necessary. Traffic control devices shall be checked daily and maintained as required.
- D. Traffic control devices not required shall be removed at the end of each phase of work.
- E. Upon completion of the project, all temporary signs, barricades, lights and pavement markings shall be removed by the Contractor.

PART 4 – MEASUREMENT AND PAYMENT

- A. There will be no measurement of Temporary Traffic Control.
- B. Price and payment for Temporary Traffic Control shall constitute full compensation for furnishing all plant, labor, equipment and materials necessary to complete all work including, placement, maintenance and removal for each phase of construction. Payment for temporary traffic control shall be as determined by the engineer.
- C. Refer to Section 01025 Measurement and Payment for additional information.

END OF SECTION

SECTION 02230

REMOVAL OF STRUCTURES AND OBSTRUCTIONS

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. This work consists of removal and satisfactory disposal of all concrete walk, drives, pavements, structures, culverts, guard rail, concrete curb, railroad tracks, creosote cross-ties, drop inlets, catch basins, junction boxes, and other structures and obstructions not designated or permitted to remain. It shall also include salvaging of designated materials and backfilling resulting from trenches, holes and pits.
- B. All work under this section shall be performed in accordance with Section 202 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, and latest revisions, or as amended herein.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

- A. Clean removal of portions of existing pavement, walks and drives shall be accomplished by full depth sawing at no direct pay.
- B. All creosote timber removed shall become the property of the Contractor. The Contractor shall obtain all necessary permits and approvals required to handle, remove and dispose of this material. In addition, the Contractor shall comply with all applicable codes, laws and regulations by Federal, State and Local authorities for this work. The Contractor shall maintain, and furnish to the Owner, Chain of Custody verification records for the creosote material removed from the work area to a disposal site.
- C. Fence removal shall include all posts, concrete footings, gate, fabric, etc at no direct pay.
- D. For pile supported foundations, existing piles shall be removed to a minimum of 1 ft. below existing and final grade, 1 ft. below trench bedding and 1 ft. below roadway base.
- E. Items to be removed and re-installed shall be removed, stored and re-installed in a workman like manor. Items damaged during removal, storage and re-installation shall be replaced by

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the contractor at no additional cost to the Owner, of the same size, type and character.

PART 4 – MEASUREMENT AND PAYMENT

- A. Refer to Section 01025 Measurement and Payment for additional information.
- B. Removal of structures and obstructions will be paid for in increments as determined by the Engineer at the contract lump sum price which includes items not designated with a pay item and other structures and obstructions designated on plans to be removed under this item.
- C. Also included under this item is the backfilling with granular material of areas falling within the new roadway limit.
- D. Removal of creosote timbers, furnishing to the Owner, Chain of Custody verification records for the creosote material removed from the work area to a disposal site shall be incidental to the work for which it is required.
- E. Specific obstruction items stipulated for removal or disposal under unit price pay items will be paid for at the contract price per unit specified, which includes all labor and equipment for removal and disposal of such items.

END OF SECTION

SECTION 02240

CONSTRUCTION LAYOUT

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. This work consists of establishing all lines and grades and staking out all work on this project from controls provided by the Engineer, in conformance with Section 740 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition and latest revisions.

PART 2 – PRODUCTS

- A. The Contractor shall provide all necessary materials and equipment necessary to complete all work associated with this item.

PART 3 – EXECUTION

- A. Benchmarks and survey line control points are provided as shown on the plans for vertical and horizontal control. The Contractor shall employ sufficient qualified engineering personnel experienced in layout and construction of highways to correctly establish and keep complete and comprehensive notebook records of all lines and grades necessary during various operations, from initial layouts to final acceptance as the work progresses. The Contractor is accordingly liable for the accuracy of the initial layout, along with all subsequent alignment and elevations during his construction operations. He shall, at his own expense, rebuild, restore, repair and make good any portions of the work found to be incorrectly positioned, either horizontally and vertically, at any time before final acceptance.
- B. The Engineer may, at his option, make either spot or complete checks on all construction alignment and grades to determine the correctness of the survey work; however, these checks by the Engineer will not relieve the Contractor of his responsibility for constructing the work in the positions to the elevations shown on the plans or approved revisions thereto.

PART 4 – MEASUREMENT AND PAYMENT

- A. All measurements for determination of pay quantities will be made by the Engineer.
- B. Refer to Section 01025 Measurement and Payment for additional information.

END OF SECTION

SECTION 02250

EXCAVATION AND EMBANKMENT

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. This work consists of general excavation for roadways and other structures, excavating for ditches and channels, site preparation and other grading operations necessary for the work in accordance with these specifications and in conformity with the lines, grades, thicknesses and typical sections shown on the plans or established.
- B. This work also consists of furnishing and placing pumped river sand or select excavated material as embankment, and the removal, and disposal or relocating of any existing base, structures, and obstructions or incidentals necessary to accomplish this item as shown or described on the plans.
- C. All work shall be in accordance with Section 203 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, and latest revisions, or as amended herein.

PART 2 – PRODUCTS

- A. Nonplastic embankment material shall be used under the roadways and other pavements. Suitable select material obtained from the excavation may be used for all other embankment. It shall be free of trash, weeds, large lumps, humus or any other deleterious matter, and shall be capable of being easily shaped and compacted to the lines, grade and thicknesses shown on the plans.

PART 3 – EXECUTION

- A. The Contractor shall carry out general excavation to line, grade, and cross-slope as shown on the plans. Excavation to final subgrade shall be carefully carried out so as to not damage existing utilities to remain. Upon completion of roadway excavation and before installation of geotextile fabric, the subgrade shall be proof-rolled. Contractor shall be responsible at his own cost for repairing and replacing any portion of said existing utilities broken through over-excavation or careless operations. Shown locations of utilities are provided for the Contractor's information only. The Contractor shall be responsible for locating, protecting or replacing all damaged utility within the job site.

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- B. Over-excavation of the roadway shall be brought to plan subgrade elevation with pumped river sand embankment material at the Contractor's expense.
- C. Suitable excavated material or select excavated material as determined by the Engineer shall be stockpiled on jobsite and used as backfill for pipe trenches, as embankment, or as dressing where required. The select excavated material shall be stockpiled, hauled and placed at no direct pay. All general excavation not otherwise used on the jobsite shall be disposed of offsite at the Contractor's expense.
- D. Compacted fill where shown on the drawings shall be compacted in accordance with Section 203 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, and latest revisions, before the next layer is placed.
- E. Ditch excavation shall be performed in proper sequence with other construction to maintain drainage.
- F. Ditches shall be graded to drain and shall not contain low spots which could hold water. Ditches and slopes shall be dressed to a tolerance of plus or minus 0.1 foot from the indicated grade on the plans.

PART 4 – MEASUREMENT AND PAYMENT

- A. An approximate quantity in cubic yards is included in the proposal and is for informational purposes only. This does not relieve the Contractor of the responsibility of computing the quantity of excavation. Incremental payment will be determined by the Engineer. All other necessary excavation is either incidental or to be paid in accordance with other technical sections of these specifications.
- B. Any over-excavation shall be at the Contractor's expense and shall be backfilled with granular material and properly compacted, at No Direct Pay.
- C. Non-plastic embankment material shall be measured by the cubic yard, compacted in place (net section). Design quantities are based on the surface areas times the thickness shown on the plans.
- D. Refer to Section 01025 Measurement and Payment for additional information.

END OF SECTION

SECTION 02260

GEOTEXTILE FABRIC

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. Furnish all labor, materials, equipment and incidentals required, and install geotextile fabric in the locations shown on the drawings, in strict accordance to manufacturer's directives, Section 203 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition and latest revisions and the specifications herein.

1.2 SUBMITTALS

- A. Submit manufacturer's data sheet along with representative sample for approval by Engineer before installation of geotextile fabric.
- B. Submittal shall be in accordance with submittal procedures.

1.3 REFERENCED STANDARDS

- A. All work in this Section shall be in accordance with Section of "Louisiana Standard Specifications for Roads and Bridges", 2016 Edition.

PART 2 – PRODUCTS

- A. Geotextile fabric for the base course and the subgrade shall be a Class D conforming to Section 1019 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition and latest revisions, and shall be an approved product of the Qualified Products List.

PART 3 – EXECUTION

- A. Installation shall be in strict accordance with manufacturer's instructions and requirements without folds or wrinkles.
- B. All overlaps shall be a minimum of two (2) feet.

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PART 4 – MEASUREMENT AND PAYMENT

- A. Quantities of Geotextile Fabric for payment will be the design fabric areas as specified on the plans and adjustments hereto. Design quantities are based on the horizontal surface areas per square yard in place shown on the plans to receive fabric. Overlaps shall not be measured for payment. Design quantities will be adjusted if the Engineer makes changes to adjust to field conditions, if plan errors are proven, or if design changes are made.
- B. Refer to Section 01025 Measurement and Payment for additional information.

END OF SECTION

SECTION 02270

TRAFFIC MAINTENANCE SURFACING

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. Furnishing and constructing aggregate ramps and surfacing for maintenance of traffic as directed and in accordance with these specifications.
- B. All work under this section (not specified otherwise) shall be performed in accordance with Section 402 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, and latest revisions, or as amended herein.

1.2 SUBMITTALS

- A. Submit gradation of traffic maintenance aggregate.
- B. Submittal shall be in accordance with submittal procedures.

1.3 REFERENCED STANDARDS

- A. All work in this Section shall be in accordance with Section 402 of "Louisiana Standard Specifications for Roads and Bridges", 2016 Edition and latest revisions.

PART 2 – PRODUCTS

- A. Materials shall be in accordance with Sections 402 and 1003 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition and latest revisions.

PART 3 – EXECUTION

- A. Traffic Maintenance Aggregate shall be placed in accordance with Section 402 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, and latest revisions.
- B. Maintenance aggregate shall be removed and stockpiled on site between phases. The stockpile shall be used for additional placement of maintenance aggregate.

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- C. Temporary aggregate placed for traffic maintenance shall be maintained.
- D. The Contractor shall satisfactorily place, shape, compact and maintain areas requiring traffic maintenance aggregate. The aggregate material shall be reused on the project at designated locations for traffic maintenance at no direct pay. The aggregate is for maintaining tenant access.
- E. Access to tenant spaces in the immediate construction area by way of temporary ramps and surfacing shall be established at the end of each workday. Unless directed by the Engineer, previously placed material removed to facilitate construction activities shall be stockpiled in the immediate area and reused for temporary ramps and surfacing as many times as is practical. New material shall be utilized only with the approval of the Engineer.
- F. Traffic maintenance aggregate shall not be used in any other part of the project without the expressed, written consent of the Engineer. When temporary ramps and surfacing are no longer necessary for maintenance of traffic, or at the direction of the Engineer, the Contractor shall remove the material from the project and properly dispose of the removed material in accordance with Section 202.

PART 4 – MEASUREMENT AND PAYMENT

- A. Measurement of Traffic Maintenance Aggregate will be by the cubic yard in approved hauling vehicles at the point of delivery in accordance Subsection 109.01 of the Louisiana Standard Specifications for Roads and Bridges. No adjustment factor will be used.
- B. Traffic Maintenance Aggregate price and payment shall constitute full compensation for furnishing all plant, labor, equipment and materials necessary to complete all work including delivery, placement, stockpiling and removal. Payment for traffic maintenance aggregate maintained and subsequently removed (when required)
- C. Refer to Section 01025 Measurement and Payment for additional information.

END OF SECTION

SECTION 02380

GRANULAR MATERIAL

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. Furnish and place granular material in accordance with Section 723 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition and latest revisions and the specifications herein.

1.2 REFERENCED STANDARDS

- A. All work in this Section shall be in accordance with Section 723 of "Louisiana Standard Specifications for Roads and Bridges", 2016 Edition.

PART 2 – PRODUCTS

- A. Granular material shall comply with Section 1003 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition and latest revisions.

PART 3 – EXECUTION

- A. Granular material shall be placed in accordance with Section 723 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition and latest revisions.

PART 4 – MEASUREMENT AND PAYMENT

- A. Refer to Section 01025 Measurement and Payment for additional information.

END OF SECTION

SECTION 02390

PORTLAND CEMENT CONCRETE PAVEMENT

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. Construct Portland Cement Concrete Pavement with reinforcement on a prepared subgrade and base in accordance with these specifications and in conformity with the lines and grades, thicknesses and typical cross section shown on the plans or established by the Engineer,
- B. All work under this section shall be performed in accordance with Section 601 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition and latest revisions and the specifications herein.

PART 2 – PRODUCTS

- A. The concrete mix used for Concrete Pavement shall be Type “B”, in accordance with the above mentioned specifications and shall have a 28-day compressive strength of 4,000 psi.

PART 3 – EXECUTION

- A. A minimum of four (4) cylinders shall be taken for each day’s pour. One cylinder shall be broken at seven (7) days, one at fourteen (14) days, and two (2) at twenty-eight (28) days. Strength deficiencies shall be determined in accordance with Section 601.18; thickness deficiencies warrant removal and replacement with concrete of specified thickness. Owner reserves the right to require removal and replacement of all deficient areas.

PART 4 – MEASUREMENT AND PAYMENT

- A. Refer to Section 01025 Measurement and Payment for additional information.

END OF SECTION

SECTION 02444

CHAIN LINK FENCE AND GATES

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section of the Specifications details requirements of work and materials to be used in connection with installation of Chain Link Fence and Gates and removal and reinstallation of chain link fence in accordance with the items of work shown on the plans and as specified herein.

1.2 REFERENCED STANDARDS

- A. All work in this Section shall be in accordance with Section 705 Fences of "Louisiana Standard Specifications for Roads and Bridges", 2016 Edition.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

PART 4 – MEASUREMENT AND PAYMENT

- A. Refer to Section 01025 Measurement and Payment for additional information.

END OF SECTION

SECTION 02520

SEEDING AND FERTILIZING

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. This work consists of sowing grass seed, and furnishing and applying commercial fertilizer on the areas designated on the plans or as directed by the Engineer. All work shall be in accordance with Section 717 and 718 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, and latest revisions or as amended herein.

PART 2 – PRODUCTS

- A. Grass seed and fertilizer shall be in accordance with Sections 717, 718 and 1004 of "Louisiana Standard Specifications for Roads and Bridges", 2016 Edition
- B. Grass seed shall be in accordance with the time planted.

PART 3 – EXECUTION

- A. All work in this Section shall be in accordance with Section 717 and 718 of "Louisiana Standard Specifications for Roads and Bridges", 2016 Edition.
- B. The Contractor shall water all seeded areas as necessary to assure vigorous growth.

PART 4 – MEASUREMENT AND PAYMENT

- A. Refer to Section 01025 Measurement and Payment for additional information.

END OF SECTION

SECTION 02525

CULVERTS AND STORM DRAINS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This item consists of furnishing all labor, equipment, tools, supplies and incidentals and performing all work necessary for the installation of pipe culverts, drop inlets, catch basins, and concrete headwalls, manholes and junction boxes in accordance with these specifications and in conformity with the lines and grades shown on the plans or as established by the engineer. The work shall include all excavation, grading, backfill and other incidentals necessary for the installation of drainage structures as specified herein.
- B. All work shall be in accordance with Section 701 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, and latest revisions, or as amended herein.

PART 2 - PRODUCTS

- A. All materials shall be in accordance with Section 701 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, and latest revisions, or as amended herein.

PART 3 - EXECUTION

- A. Existing pipe inverts shall be verified by the contractor.

PART 4 – MEASUREMENT AND PAYMENT

- A. Refer to Section 01025 Measurement and Payment for additional information.

END OF SECTION

SECTION 02530

MANHOLES, JUNCTION BOXES AND DROP INLETS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This work consists of the construction or adjustment of manholes, junction boxes, and drop inlets in conformity with details, dimensions, and grades shown on the drawings.
- B. All work shall be in accordance with Section 701 and 702 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, and latest revisions, or as amended herein.

PART 2 - PRODUCTS

- A. All materials shall be in accordance with Section 701 and 702 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, and latest revisions, or as amended herein.
- B. Precast drainage structures shall not be permitted.

PART 3 - EXECUTION

- A. Existing inverts of drainage structures and drain lines shall be verified by the contractor prior to laying any pipe in the pipe run, or ordering materials.
- B. Manholes, conflict boxes, catch basins, and drop inlets shall conform to the details shown on the plans. Where bedding is overcut, fill to proper elevation with compacted bedding material at no direct pay.
- C. A smooth finish shall be provided for all exposed concrete.
- D. Replacement junction box top shall be provided with manhole access at the roadway elevation.

PART 4 – MEASUREMENT AND PAYMENT

- A. Refer to Section 01025 Measurement and Payment for additional information.

END OF SECTION

SECTION 02540

TEMPORARY EROSION CONTROL

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. This work consists of constructing and maintaining temporary erosion control features shown on the plans or as directed. Coordinate installation of temporary erosion control features with construction of permanent erosion control features to the extent necessary to ensure economical, effective and continuous control of erosion and water pollution throughout the life of the contract.
- B. All work under this section shall be performed in accordance with Section 204 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition and latest revisions and the specifications herein.

PART 2 – PRODUCTS

- A. All materials shall comply with Section 204 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition and latest revisions and the specifications herein.

PART 3 – EXECUTION

- A. Erosion control features shall be inspected and maintained throughout the construction duration.

PART 4 – MEASUREMENT AND PAYMENT

- A. Refer to Section 01025 Measurement and Payment for additional information.

END OF SECTION

SECTION 02725

ASPHALT CONCRETE PAVEMENT

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. This work consists of furnishing of all labor, materials, equipment and the performance of all asphalt work required for the construction of the railroad crossing panels in accordance with plan details and Sections 501, 503, 504, 505, 1002 and 1003 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition and latest revisions or as amended herein.

PART 2 – PRODUCTS

- A. Asphalt concrete mix shall be in accordance with Section 502 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition and its latest revisions or as amended herein
- B. All materials shall conform to the requirements of Sections 501, 503, 504, 505, 1002 and 1003 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition and its latest revisions or as amended herein.

PART 3 – EXECUTION

- A. Asphalt shall be placed in accordance with Sections 502 and 503 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition and its latest revisions or as amended herein.
- B. The Engineer may, at his option, make either spot or complete checks on all construction alignment and grades to determine the correctness of the survey work; however, these checks by the Engineer will not relieve the Contractor of his responsibility for constructing the work in the positions to the elevations shown on the plans or approved revisions thereto.

PART 4 – MEASUREMENT AND PAYMENT

- A. Asphalt shall be measured by the Ton, satisfactorily placed.
- B. Price and payment for Asphalt Concrete Pavement shall constitute full payment for all labor, equipment, and materials necessary to complete all work and finishing to lines and grades as shown on the drawings, as directed by the engineer and as specified in these specifications.

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- C. No measurement or direct payment shall be made for prime coat or tack coat, but shall be included in the contract price for related items.
- D. Refer to Section 01025 Measurement and Payment for additional information.

END OF SECTION

SECTION 03100

CONCRETE FORMWORK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The work required under this Section consists of all formwork and related items to complete the work as indicated on the PLANS and specified herein.
- B. This item consists of providing all labor, equipment, tools, supplies and incidentals to furnish and install formwork where required to accomplish the construction activities.
- C. The CONTRACTOR shall be responsible for the planning, design, erection and removal of formwork. Forms shall be rigid, true, plumb, well braced, restrained from warping or displacement, sufficiently tight to hold concrete without leakage, and sufficiently strong to withstand vibration of concrete and to carry, without appreciable deflection, all dead and live loads to which they may be subjected.
- D. All work under this section shall be performed in accordance with Section 805 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition and latest revisions and the specifications herein.

1.2 SPECIFICATION STANDARDS

- A. All materials shall comply with Section 805 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition and latest revisions and the specifications herein.

1.3 SPECIAL REQUIREMENTS

- A. CONTRACTOR is cautioned that all exposed concrete work is to be carefully finished and exposed corners or edges must be uniform and clean. Chamfers shall be provided where specified herein. Warps and discoloration on surface will not be accepted.
- B. Refer to other sections herein regarding concrete and reinforcement for related work and other requirements.

PART 2 - PRODUCTS

2.1 EARTH FORMS FOR TRENCH EXCAVATIONS

- A. Where trench excavations are used and walls of excavations are neatly cut in suitable soils which are firm and without cave-ins, side forms may be omitted for footings.

2.2 FORM MATERIAL

- A. Formwork for all concrete unless otherwise specified, shall not be less than 5/8 inch, 5 ply Douglas Fir Plywood specially processed to resist moisture and conforming to Plywood Class I, B-B EXT-DFPA of U.S. Products Standard PSI-66.
- B. Formwork may be metal, when acceptable. Metal forms shall be free from rust, grease, or other foreign matter which could discolor the concrete.
- C. Forms for exposed surfaces shall be of uniform thickness with a smooth interior surface.

2.3 ACCESSORIES

- A. Form ties, where concrete is unexposed, shall be standard crimped snap ties.
- B. Form ties where concrete is exposed shall be equipped with cones, she-bolts, or other devices that permit their removal to a depth of at least one inch without injury to the concrete.
- C. Form releasing agent shall be a non-staining type applied according to manufacturer's recommendations. Release agent must not affect bonding of finished or color exposed concrete.
- D. Waterstops shall be dumbbell type PVC (polyvinylchloride) and shall meet requirements of U.S. Army Corps of Engineers Handbook for Concrete and Cement (CRD) Specifications CRD-C-572. The waterstops shall be of the size and shape as shown on the drawings. Splices shall be made by heat sealing in accordance with manufacturer's recommendations.
- E. Void forms shall be of the depth required by the Contract Plans, shall be capable of supporting construction loads, and shall be of decomposable material.

PART 3 - EXECUTION

3.1 TYPES OF FORMS AND FINISHES

- A. Smooth finish shall be obtained by the use of specified plywood forms or by lining forms with 1/4-inch-thick plywood or 3/16-inch-thick pressed wood. Sheets shall be as large as possible with smooth even edges and installed with close joints.

- B. Joint marks and fins shall be smoothed off and surfaces left smooth, dense and free from honeycombing, prominent grain markings and bulges, or depressions more than 3/16 inch in 4 feet.
- C. Smooth finish shall be used for all exposed concrete.
- D. Chamfer all exposed corners unless otherwise noted.

3.2 CONSTRUCTION OF FORMS

- A. Construct forms to slopes, lines, and dimensions shown, plumbed and straight and sufficiently tight to prevent leakage. Securely brace and shore forms to prevent displacement and to safely support construction loads.
- B. Do not coat forms with material that will stain or cause injury to exposed concrete surfaces. Keep wood forms wet as necessary to prevent shrinkage.
- C. Form ties for exposed concrete shall be removable type. Locate ties level and plumb in horizontal and vertical tiers.

3.3 FORMWORK DESIGN

- A. The design and Engineering of the formwork, as well as its construction shall be the responsibility of the CONTRACTOR.
- B. The formwork shall be designed for the loads, lateral pressures, and allowable stresses outlined in Recommended Practice for Concrete Formwork ACI-347, and wind loads as specified by the controlling local building code.
- C. Forms shall be mortar tight where required and shall conform to the shape, lines and dimensions of the members as called for on the PLANS and shall be constructed so as to insure that the concrete surfaces will be conformed to the tolerances of ACI-347.

3.4 TREATMENT OF FORMS

- A. All wood forms in contact with concrete shall be lightly oiled with an approved nonstaining nontoxic form oil.
- B. Any form oil on the reinforcing steel or other surfaces required to be bonded to the concrete shall be removed.

3.5 REMOVAL OF FORMS

- A. Under no circumstances shall there be construction loads exceeding the structural design loads supported upon any un-shored portion of the structure.

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- B. Formwork for the sides of beams and vertical walls may be removed after 24 hours, provided the concrete has hardened sufficiently to resist damage from the removal operations, and provided the forms do not support the weight of other concrete pours.
- C. Supporting Forms for Walls, Piers and Slabs: Remove after 7 days; or remove when the concrete has attained a compressive strength of 70% of its design strength for that particular class of concrete. If CONTRACTOR elects the latter option, he shall prove the strength by having a representative number of tests cylinders broken to verify the concrete strength.

3.6 INSERTS AND FASTENING DEVICES FOR OTHER WORK

- A. Provide for installation of inserts, hangers, metal ties, anchor bolts, dowels, nailing strips, grounds, and other fastening devices required for attachment of other work.
- B. Other metal items embedded in concrete work may be specified elsewhere in these Specifications. The CONTRACTOR shall check the Plans and Specifications carefully for items to be embedded in concrete work prior to each pour.

PART 4 - COMPENSATION

4.1 MEASUREMENT

- A. Concrete Formwork shall not be measured for payment and shall be incidental to work for which it is required, including all components and incidentals.
- B. Where not listed separately as a pay item on the Proposal, no measurement shall be made of the work.

4.2 PAYMENT

- A. No payment will be made for Concrete Formwork and shall be considered incidental to the concrete work for which it is required.
- B. Where not listed separately as a pay item on the Proposal, no payment shall be made for this work, but such payment shall be included in the compensation made for the other items of work.

END OF SECTION

SECTION 03200

CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The work required under this Section consists of furnishing and placing reinforcement and related items for structural concrete, paving, and other improvements to the sizes, shapes and spacing to complete the work as indicated on the Plans and specified herein.
- B. This item consists of providing all labor, equipment, tools, supplies and incidentals to furnish and install reinforcements where required to accomplish the construction activities.
- C. The CONTRACTOR shall be responsible for furnishing and placing reinforcing steel or welded wire fabric of the quality, type, size and quantity shown on the Plans and in accordance with the Specifications, in reasonably close conformance with the dimension, bending, spacing and other requirements specified thereon.
- D. Refer to other sections herein regarding concrete and formwork for related work and other requirements.
- E. All work under this section shall be performed in accordance with Section 806 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition and latest revisions and the specifications herein.

1.2 SHOP DRAWINGS

- A. Submit shop drawings in accordance with General Conditions and General Requirements.
- B. The CONTRACTOR shall submit Shop Drawings for all reinforcing steel. Drawings shall show assembly diagrams, splicing and laps, dimensions and details of bar reinforcing and accessories, all in accordance with the manual of Standard Practice for Detailing Reinforced Concrete Structures.
- C. Shop Drawings must be submitted to the ENGINEER prior to proceeding with fabrication. These drawings shall be checked by the CONTRACTOR and so noted before submission to the ENGINEER. Any errors in dimensions or detailing on Shop Drawings or bar lists shall be the responsibility of the CONTRACTOR.
- D. Submit mill test certificates, identifying chemical and physical analysis of each load of reinforcing steel delivered to the project site and certifying each shipment meets Specifications.

PART 2 - PRODUCTS

2.1 STEEL BAR REINFORCEMENT

- A. Shall conform to the latest edition of Specifications for Deformed Billet-Steel bars for Concrete Reinforcement ASTM A-615, Grade 60, domestic manufactured.
- B. The fabricator will furnish certificates with bar lists to designate location of shipment at the time steel is delivered to the job.
- C. Metal shall be clean and free from rust, scale or coatings that would reduce bonding of concrete.

2.2 WELDED STEEL WIRE FABRIC

- A. Cold drawn, welded steel wire ASTM A-185, latest edition
- B. Metal shall be clean and free from rust, scale or coatings that would reduce bonding of concrete.
- C. Furnish 6" x 6" x 6/6 mesh for all slabs unless otherwise noted.
- D. Where the word "mesh" is utilized herein, it is considered synonymous with the word "fabric".

2.3 ACCESSORIES

- A. Spacers, chairs, ties, and other devices necessary for proper assembling, placing, supporting and fastening the reinforcing in place, shall be of the standard type specified in ACI 315, latest edition.
- B. All accessories shall have plastic tips on that portion in contact with the forms.
- C. All high chairs used in slabs on grade shall have sheet metal bases no less than 22 gauge in thickness and no less than 6 inches in size.
- D. All accessories shall be sufficient to hold the steel in proper location while pouring concrete.

PART 3 - EXECUTION

3.1 CLEANING

- A. Before placing, clean all reinforcement of all rust, scale, dirt, grease, oil, foreign matter or other coatings which may destroy or reduce bond with concrete.
- B. A thin coating of firmly attached oxidation or rust shall not be cause for rejection.

3.2 FABRICATION

- A. Bars shall be fabricated as indicated on the Plans and shall be cold-bent unless otherwise approved. No bars partially embedded in concrete shall be field bent unless otherwise noted.
- B. Fabrication shall be in accordance with CRSI Manual of Standard Practice.

3.3 PLACING

- A. Place and bend all reinforcing in conformance with CRSI Manual of Standard Practice, and CRSI 63 and 65.
- B. Place reinforcement accurately and securely in position with concrete or metal chairs and spacers, properly wired, and placed in strict accordance with approved Shop Drawings.
- C. Use mortar or concrete wedges for footings and concrete walks, mats, pads, and other appurtenances as indicated on the Plans or designated herein.
- D. Reinforcing for any days pour shall be completely placed and tied by the CONTRACTOR, and observed by the ENGINEER prior to starting the pour.
- E. Keep reinforcing steel in proper position during concrete placement.
- F. Unless otherwise noted, bar laps shall be 24 diameters, laps for wire mesh shall be 2 grids on sides and ends, unless otherwise specified.

3.4 TREATMENT

- A. All wood forms in contact with concrete shall be lightly oiled with an approved non-staining non-toxic oil, approved chemical release agent, or shellac prior to placing reinforcement.
- B. Oil will not be permitted on reinforcing. Where form oil is used, remove excess oil before pouring concrete.

PART 4 – MEASUREMENT AND PAYMENT

- A. Concrete Reinforcement and accessories shall not be measured for payment and shall be incidental to the work for which it is required, including all components and incidentals.
- B. Refer to Section 01025 Measurement and Payment for additional information.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. The work required under this section consists of furnishing, placing, finishing and curing concrete for drainage structures in accordance with the items of work shown on the plans and as specified herein.
- B. All work in this Section shall be in accordance with Section 805 of "Louisiana Standard Specifications for Roads and Bridges", 2016 Edition.

PART 2 – PRODUCTS

- A. Concrete shall be Class "M", minor structure.

PART 3 – EXECUTION

- A. Exposed concrete shall be a smooth surface.

PART 4 – MEASUREMENT AND PAYMENT

- A. Cast-in-place concrete shall not be measured for payment and shall be incidental to the work for which it is required, including all components and incidentals.
- B. Refer to Section 01025 Measurement and Payment for additional information.

END OF SECTION

SECTION 03850

HYDROCLEANING OF DRAIN LINES

PART 1 – GENERAL

1.1 Description

- A. CONTRACTOR shall furnish all labor, materials, equipment and incidentals as specified and required to remove and dispose of sediment, rocks, debris, roots and obstructions from drain line segments as required by these specifications and as shown on the Drawings.
- B. Specific project sections shall be cleaned using hydraulically propelled, high velocity jet, or mechanically powered equipment as approved by ENGINEER

1.2 Submittals

Submit letter that identifies methods that will be used to remove sediment, debris, grease, scale, encrustations, loose concrete, and roots throughout section of sewer to be cleaned. Include the following:

- A. Detailed explanation of cleaning process.
- B. Schedule of activities.
- C. References where identified cleaning method has been used successfully in the past by Contractor.
- D. List of the actions to mitigate impact to OWNER's system during cleaning operation

PART 2 – PRODUCTS

2.1 Materials

CONTRACTOR shall not use chemicals without written approval of ENGINEER. Do not use chemical which may be considered hazardous.

2.2 Equipment

Contractor shall provide all mechanically powered equipment necessary for proper rodding, bucketing, brushing, root cutting and flushing of the drain lines in the sizes indicated in the Contract Documents.

- A. High-Velocity Hydraulic (Hydro-Cleaning) Equipment: shall be capable of removing dirt,

- rocks, sand roots, and other materials and obstructions from drain lines and manholes.
1. Equipment shall have selection of two or more high-velocity nozzles. Nozzles shall be capable of producing scouring action from 15 to 45 degrees in all size lines designated to be cleaned, with nozzle capable of producing flows from fine spray to solid stream.
 2. Equipment shall carry its own water tank with a minimum usable water capacity of 600 gallons, auxiliary engines, high pressure water pumps, and hydraulically driven hose reel.
 3. Combination Unit Pump: Capable of pumping at least 50 gallons per minute at 100psi measured at beginning of hose reel. Pressure to the nozzle shall be regulated by a relief valve adjustable from 1 to 2,000 psi minimum.
 4. Water Pump: Able to run at 2,000 psi while pulling full vacuum, completely independent from vacuum system, with ability to vary vacuum without affecting water pressure.
- B. Rodding Equipment: Heavy-duty power rodding machine, when used, shall be capable of rodding distances of up to 800 feet in one setup.
1. Shall have the ability to spin the rod either clockwise or counterclockwise.
 2. Shall be able to be pushed straight out or pulled back without rotating the machine.
 3. Shall be capable of pulling pipe-size swabs or brushes back through the pipeline for cleaning and flushing purposes.
- C. Bucket Machine: The Contractor shall provide heavy-duty bucket machines, as necessary, for use on dragline work to clean the pipeline with buckets, brushes, scrapers, swabs, or other similar devices in order to effectively remove the debris and provide a clean sewer for the inspection.

2.3 WATER

- A. When water from fire hydrant is necessary, CONTRACTOR shall request permission from OWNER to use potable water source. If allowed by OWNER, all water consumed by CONTRACTOR shall be metered.
- C. CONTRACTOR shall provide temporary piping, meter, valves, certified reduced pressure backflow preventors, equipment, and other items necessary for handling potable water and wastewater.
- C. Do not utilize water source until it has been approved for use by OWNER.

PART 3 – EXECUTION

3.1 GENERAL

Coordinate work with the Owner and Tenants to ensure the continual operation of the existing

facility during construction.

3.2 APPLICATION

- A. Line Cleaning: Clean designated storm sewer lines using approved methods and equipment.
 - 1. Remove internal obstructions such as roots or gaskets by trenchless techniques when obstruction encountered prevents further pipe cleaning.
 - a. Provide special attention during cleaning operation to assure almost complete removal of roots from joints.
 - b. Procedures to remove internal obstructions may include use of equipment such as rodding machines, root saws, bucket machines and winches using root cutters, porcupines, and jet machines equipped with hydraulically driven cutters.
 - 2. Hydroflushing of all drain lines shall include a minimum of two passes (each consists of running the hydroflush cleaning tool all the way to the next manhole and returning it to the entry manhole). The Contractor shall verify that the hydroflush cleaning tool reaches the next manhole on each pass.
 - 3. If cleaning of entire section cannot be successfully performed from one manhole, set up equipment at other manhole and attempt cleaning again. The cost of multiple manhole setups shall be borne by the CONTRACTOR.
 - a. If, again, successful cleaning cannot be performed or the equipment fails to traverse entire sewer line section, it will be assumed that major blockage exists, and the cleaning effort shall be abandoned.
 - b. Suspend cleaning effort and immediately notify ENGINEER.
 - 4. Employ satisfactory precautions to protect drain line from damage that might be inflicted by improper use of cleaning equipment.
 - a. Immediately notify ENGINEER if fresh soil, pieces of pipe, or other visible signs of potential problems occur during cleaning operation.
 - b. Insure that water pressure created does not cause damage due to flooding of property being served by sewer section(s) involved.
- B. Manhole Cleaning: Include entire manhole interior, including manhole benches and walls. Incorporate into line cleaning operation by scouring walls with high velocity nozzle after pipe segment cleaning operation is complete.
- D. Removal of Debris: The contractor shall install a trap in the outlet of the downstream manhole prior to cleaning each gravity sewer line to contain sludge, dirt, sand, rocks, grease, roots, and any other foreign materials in the manhole. The contractor shall remove all trapped materials from the manhole prior to removal of the trap. Trapped materials shall be disposed of in accordance with local, state, and federal rules and regulations and shall not be discharged onto streets, or into ditches, catch basins or storm drains.

3.3 FIELD QUALITY CONTROL

- A. Inspection: Provide television inspection per Contract Documents.

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- B. Where cleaning is in preparation for drain line rehabilitation, cleaning shall pass Mandrel test or other industry standard if the pipe is to be lined in accordance with specifications found elsewhere in Contract Documents.
- C. Where cleaning is in preparation for manhole rehabilitation, comply with requirements of Contract Documents.

3.4 CLEANING

- A. Keep premises free from accumulations of waste materials, rubbish and other debris resulting from Work.
- B. Remove waste materials, rubbish, and debris from and about premises.
- C. Remove tools, construction equipment and machinery, and surplus materials.
- D. Restore to original condition portions of site not designated for alterations by Contract Documents.

PART 4 – MEASUREMENT AND PAYMENT

- A. Refer to Section 01025 Measurement and Payment for additional information.

END OF SECTION

SECTION 20150

PRECAST CONCRETE RAILROAD CROSSING PANELS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section includes specifications requirements for furnishing and installing curved concrete grade crossing panels at locations shown on the plans in accordance with, railway company requirements and these specifications.

1.2 SUBMITTALS

- A. Submit crossing panel system shop drawings.
- B. Submit list of all crossing panel system materials.
- C. Submit installation instructions.
- D. Submit survey verification of track curvature for precast concrete panels.
- E. Qualifications: Submit documentation for Engineer's approval that manufacturer has satisfactorily furnished grade crossing panels and complies with qualification requirements specified herein

1.3 QUALITY ASSURANCE

- A. Qualifications of the Crossing Panel Manufacturer: Manufacturer shall have furnished concrete grade crossing panels to Class 1 Freight or Commuter Railroads for use on 10 feet long concrete ties within the past two years.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Grade crossing panels shall be designed for existing rails. The panel system shall be complete with all required components, including curved precast concrete crossing panels, rubber seat pads for gage and field panels, assemblies, rubber flangeway inserts, fasteners, metal panel end deflectors, end restraints and crossties for the concrete panels overall width.
- B. The precast concrete assembly shall consist of full depth precast panels constructed of Class P concrete conforming to Section 901 of the LADOTD Standard Specifications.

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- C. Reinforcing shall be Grade 60 deformed bars.
- D. The surface of the units shall have a skid resistant finish.
- E. All edges of the precast panels shall be protected by the use of angle iron conforming to AASHTO M 270, Grade 36.
- F. The panels shall be equipped with properly spaced holes for anchoring and lifting lugs. All lag screw holes and lifting lugs shall be recessed for a smooth ride. Steel washers to be used in anchoring panels shall be galvanized after fabrication in accordance with ASTM A 153.
- G. A 1/8-inch neoprene bearing pad with a Shore "A" Durometer hardness of 60 ± 10 shall be used as a cushion under the precast concrete panels to resist abrasion of the ties. Intermediate sections shall be in lengths which are multiples of the track tie spacing.
- H. Center sections of crossing shall be of such width that two of them will make up the portion between rails, allowing sufficient flange way opening.
- I. Depth of the section shall be such that the top surface of crossing will lie in the plane of the tops of rails with the bottom of the section resting on cross ties.
- J. Furnish panels with permanent mark on each panel top, imprinted in the concrete during fabrication, indicating the size of rail, weight of panel, manufacturer's name, and month/day/year of manufacture. Additionally, mark ends of panels with paint indicating size of rail and weight of panel.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Remove existing asphalt over cross ties and timbers along rails.
- B. Contractor shall field check the existing track curvature before ordering panels.
- C. Contractor shall verify and adjust the existing cross tie spacing as necessary for the curved precast concrete panels.
- D. Precast concrete panels shall be installed in accordance with the manufacturer's recommendations.
- E. Grade of tracks and crossing pads may be a maximum of 1 1/2 inches above finished roadway grade to provide for settling under rail and vehicular traffic.

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PART 4 - MEASUREMENT AND PAYMENT

- A. Measurement of Precast Concrete Railroad Crossing Panels will be by the linear foot of Precast Concrete Railroad Crossing Panels installed and measured along the track centerline.
- B. Price and payment for Precast Concrete Railroad Crossing Panels shall be full compensation for furnishing all plant, labor, equipment and materials necessary to complete all work including removal of existing asphalt and crossing timbers, surveying, adjusting tie spacing if required, furnishing and placing new curved concrete panels, fastenings, and other associated items in accordance with these specifications and as shown on the drawings in the area of the crossing and adjacent to the crossing
- C. Refer to Section 01025 Measurement and Payment for additional information.

END OF SECTION