

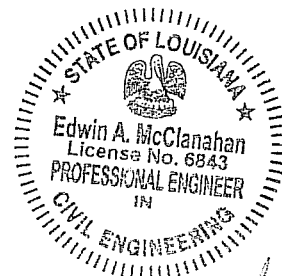
**STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND  
DEVELOPMENT**

**CONSTRUCTION PROPOSAL**



**FEDERAL AID PROJECT**

**STATE PROJECT NO. 053-05-0044  
BUS. LA 1 MINOR OVERLAY (CM)  
ROUTE LA 1  
NATCHITOCHES PARISH**



*Edwin A. McClanahan*  
November 27, 2007

**FOR INFORMATION ONLY**

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## **NOTICE TO CONTRACTORS (08/07)**

Either sealed paper bids or electronic bids for the following project will be received by the Department of Transportation and Development (DOTD). Paper bids can be delivered to the DOTD Headquarters Administration Building, 1201 Capitol Access Road, Room 405-L, Baton Rouge, Louisiana 70802 until 8:00 a.m on **Wednesday January30, 2008**. After 8:00 a.m., paper bids will be received in the Headquarters Auditorium until 10:00 a.m. Electronic bids must be submitted through [www.bidx.com](http://www.bidx.com) prior to the electronic bidding deadline. Beginning at 10:00 a.m., all bids will be publicly opened and presented in the Headquarters Auditorium. No bids will be received after 10:00 a.m. Any person requiring special accommodations shall notify DOTD at (225) 379-1111 not less than 3 business days before bid opening.

### **DBE NO GOAL PROJECT**

#### **STATE PROJECT NO. 053-05-0044**

FEDERAL AID PROJECT NO. 3506(503)

DESCRIPTION: BUS. LA 1 MINOR OVERLAY (CM)

ROUTE: LA 1

PARISH: NATCHITOCHES

LENGTH: 0.587 miles.

TYPE: PAVEMENT PATCHING, COLD PLANING ASPHALTIC CONCRETE, SUPERPAVE ASPHALTIC CONCRETE OVERLAY, AND RELATED WORK

LIMITS: State Project No. 053-05-0044: LOCATED ON ROUTE LA 1 AT ITS JUNCTION WITH FRONT STREET IN NATCHITOCHES to ITS JUNCTION WITH TEXAS STREET.

ESTIMATED COST RANGE: \$250,000 to \$500,000

PROJECT ENGINEER: LACHNEY, JONATHAN, 7900 Hwy. 1 Bypass, Natchitoches, LA 71457, (318) 357-3158

PROJECT MANAGER: CHOATE, RODNEY, (318) 561-5271

COST OF PROPOSAL FORMS: \$25.00

COST OF PLANS: Included in proposal (no additional charge).

Bids must be submitted in accordance with Section 102 of the 2006 Louisiana Standard Specifications for Roads and Bridges as amended by the project specifications, and must include all information required by the proposal.

**FOR INFORMATION ONLY**

## NOTICE TO CONTRACTORS (CONTINUED)

Plans and/or proposals may be obtained in Room 101-A of the DOTD Headquarters Administration Building, 1201 Capitol Access Road in Baton Rouge, or by contacting the DOTD; Email: [sharonknight@dotd.la.gov](mailto:sharonknight@dotd.la.gov), Phone (225) 379-1111, FAX: (225) 379-1714, or by written requests sent to the Louisiana Department of Transportation and Development, Project Control Section, P. O. Box 94245, Baton Rouge, LA 70804-9245. Proposals will not be issued later than 24 hours prior to the time set for opening bids. The purchase price for plans and proposals is non-refundable. Plans and specifications may be seen at the Project Engineer's office or in Room 101-A of the DOTD's Headquarters Administration Building in Baton Rouge. Upon request, the Project Engineer will show the work.

The U. S. Department of Transportation (DOT) operates a toll free "Hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should call 1-800-424-9071. All information will be treated confidentially and caller anonymity will be respected.

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**GENERAL BIDDING REQUIREMENTS (08/06):** The specifications, contract and bonds governing the construction of the work are the 2006 Edition of the Louisiana Standard Specifications for Roads and Bridges, together with any supplementary specifications and special provisions attached to this proposal.

Bids shall be prepared and submitted in accordance with Section 102 of the Standard Specifications.

The plans herein referred to are the plans approved and marked with the project number, route and Parish, together with all standard or special designs that may be included in such plans. The bidder declares that the only parties interested in this proposal as principals are those named herein; that this proposal is made without collusion or combination of any kind with any other person, firm, association, or corporation, or any member or officer thereof; that careful examination has been made of the site of the proposed work, the plans, Standard Specifications, supplementary specifications and special provisions above mentioned, and the form of contract and payment, performance, and retainage bond; that the bidder agrees, if this proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction and will do all work and furnish all material specified in the contract, in the manner and time therein prescribed and in accordance with the requirements therein set forth; and agrees to accept as full compensation therefore, the amount of the summation of the products of the quantities of work and material incorporated in the completed project, as determined by the engineer, multiplied by the respective unit prices herein bid.

It is understood by the bidder that the quantities given in this proposal are a fair approximation of the amount of work to be done and that the sum of the products of the approximate quantities multiplied by the respective unit prices bid shall constitute gross sum bid, which sum shall be used in comparison of bids and awarding of the contract.

The bidder further agrees to perform all extra and force account work that may be required on the basis provided in the specifications.

The bidder further agrees that within 15 calendar days after the contract has been transmitted to him, he will execute the contract and furnish the Department satisfactory surety bonds.

If this proposal is accepted and the bidder fails to execute the contract and furnish bonds as above provided, the proposal guaranty shall become the property of the Department; otherwise, said proposal guaranty will be returned to the bidder; all in accordance with Subsection 103.04.

**DBE PARTICIPATION IN FEDERAL AID CONSTRUCTION CONTRACTS (07/00):** This project has not been selected for a specific DBE Goal. The contractor shall meet the obligations of the Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts contained elsewhere herein.

**BUY AMERICA PROVISIONS (03/95):** Pursuant to the "Buy America Provisions" of the Surface Transportation Assistance Act (STAA) of 1982 as promulgated by current FHWA regulation 23 CFR 635.410 and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) amendment to (STAA), all steel and iron materials permanently installed on this project shall be manufactured, including application of a coating, in the United States, unless a waiver of these provisions is granted. Coating includes all processes which protect or enhance the value of

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the material to which the coating is applied. The request for waiver must be presented in writing to the Department by the contractor. Such waiver may be granted if it is determined that:

(1) The application of Buy America Provisions would be inconsistent with the public interest or

(2) Such materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.

Minimal use of foreign steel and iron materials will be allowed without waiver provided the cost of these materials does not exceed 0.1 percent of the total contract cost or \$2,500, whichever is greater; however, the contractor shall make written request to the DOTD Construction Engineering Administrator for permission to use such foreign materials and shall furnish a listing of the materials, their monetary value, and their origin and place of production.

The burden of proof for the origin and place of production and any request for waiver is the responsibility of the contractor.

Prior to the use of steel and iron materials in the project, the contractor shall furnish Mill Test Reports to the engineer for such steel and iron materials, accompanied by a notarized certification stating that the Mill Test Reports represent the steel and iron materials to be furnished and that such materials were produced and fabricated in the United States.

Pig iron and processed, pelletized, and reduced iron ore are exempt from the Buy America Provisions.

**DEFINITIONS AND TERMS (07/07):** Subsection 101.03 of the Standard Specifications is amended as follows.

The definition for "Proposal/ Bid Guaranty" is deleted and following substituted.

**Proposal/Bid Guaranty.** The required security furnished with a bid. The only form of security acceptable is a Bid Bond.

**BIDDING REQUIREMENTS (07/07)** Section 102 of the Standard Specifications and the Supplemental Specifications thereto, is amended as follows.

Subsection 102.09, Proposal/Bid Guaranty is deleted and the following substituted.

**102.09 PROPOSAL/BID GUARANTY.** Each bid shall be accompanied by a proposal/bid guaranty in an amount not less than five percent of the total bid amount when the bidder's total bid amount as calculated by the Department in accordance with Subsection 103.01 is greater than \$50,000. No proposal/bid guaranty is required for projects when the bidder's total bid amount as calculated by the Department is \$50,000 or less. The official total bid amount for projects that include alternates is the total of the bidder's base bid and all alternates bid on and accepted by the Department. The proposal/bid guaranty submitted by the bidder shall be a bid bond made payable to the contracting agency as specified on the bid bond form provided in the construction proposal. No other form of security will be accepted.

The bid bond shall be on the "Bid Bond" form provided in the construction proposal, on a form that is materially the same in all respects to the "Bid Bond" form provided, or on an electronic form that has received Department approval prior to submission. The bid bond shall be filled in completely, shall be signed by an authorized officer, owner or partner of the bidding entity, or each entity representing a joint venture; shall be signed by the surety's agent or attorney-in-fact; and shall be accompanied by a notarized document granting general power of

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attorney to the surety's signer. The bid bond shall not contain any provisions that limit the face amount of the bond.

The bid bond will be written by a surety or insurance company that is in good standing and currently licensed to write surety bonds in the State of Louisiana by the Louisiana Department of Insurance and also conform to the requirements of LSA-R.S. 48:253.

All signatures required on the bid bond may be original, mechanical reproductions, facsimiles or electronic. Electronic bonds issued in conjunction with electronic bids must have written Departmental approval prior to use. The Department will make a listing of approved electronic sureties providers on the Bidx.com site.

**MAINTENANCE OF TRAFFIC (08/06):** Subsection 104.03 of the 2006 Standard Specifications is amended to include the following requirements.

The contractor shall provide for and maintain through and local traffic at all times and shall conduct his operations in such manner as to cause the least possible interference with traffic at junctions with roads, streets and driveways.

The contractor shall conduct his paving operations on one side of the roadway at a time. The side of the roadway, including shoulder, that is open to traffic shall be clear at all times.

When the plans show asphaltic concrete pavement layers to be placed in thicknesses of 2 inches (50 mm) or less, the contractor will be permitted to pave in one lane for a full day; the adjacent lane may be paved the following workday. When pavement layers are greater than 2 inches (50 mm) thickness, the contractor shall place approximately 1/2 of each day's production in one lane and the remainder in the adjacent lane.

At the end of each day's paving operations, temporary pavement markings shall be in place and proper signs and barricades displayed. During the period that all lanes are open to traffic, the contractor shall neither store material nor park equipment on roadway shoulders.

When asphaltic concrete pavement is cold planed to a depth of 2 inches (50 mm) or less, the contractor will be permitted to cold plane in one lane for a full day; the adjacent lane may be cold planed the following workday. When the depth of cold planing is greater than 2 inches (50 mm), the contractor shall cold plane approximately 1/2 of each day's production in one lane and the remainder in the adjacent lane.

**SUBLETTING OF CONTRACT (01/83):** In accordance with Subsection 108.01 of the Standard Specifications, the following items are designated as "Specialty Items":

- Item 731-02, Reflectorized Raised Pavement Markers
- Item 732-01-A, Plastic Pavement Striping (4" Width)
- Item 732-01-B, Plastic Pavement Striping (6" Width)
- Item 732-01-D, Plastic Pavement Striping (12" Width)
- Item 732-01-E, Plastic Pavement Striping (24" Width)
- Item 732-02-A, Plastic Pavement Striping (Solid Line) (4" Width)
- Item 732-04-A, Plastic Pavement Legends & Symbols (Arrow)
- Item 741-11, Adjusting Water Valve and Meter Box

**PAYMENT ADJUSTMENT (03/07):** Section 109, Measurement and Payment of the 2006 Standard Specifications and the supplemental specifications thereto, is amended to add the following.

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This project is designated for payment adjustment for asphalt cements and fuels in accordance with Subsection 109.09 as follows.

**109.09 PAYMENT ADJUSTMENT (ASPHALT CEMENTS AND FUELS).**

(a) General: Payment for contract items indicated herein will be adjusted to compensate for cost differentials of Performance Graded (PG) asphalt cements, gasoline, and diesel fuel when such costs increase or decrease more than 5 percent from the Department's established base prices for these items. The base price indices for asphalt cements and fuels will be the monthly price indices in effect at the time bids are opened for the project. The base price indices for asphalt cements will be as stated in paragraph (b) below. The base price index for fuels will be as stated in paragraph (c) below.

Payment adjustments will be made each monthly estimate period when a price index for this period varies more than 5 percent from its respective base price index. The monthly price indices to be used with each monthly estimate will be the price indices for the month in which the estimate period begins.

If the project is placed in default, payment adjustments will be based on the monthly price indices used for the last monthly estimate period prior to the project being placed in default, unless a monthly price index decreases in which case the lower monthly price index will be used.

If it is determined after completion of work on any eligible item that the total quantity paid to date must be adjusted to reflect more accurate quantity determinations, the Department will prorate the additional quantity to be added or subtracted over all previous estimate periods in which the item of work was performed in order to determine additional payment adjustments. If payment adjustments were made during any of these partial estimate periods, this added or subtracted quantity that has been prorated will likewise have payment adjustments calculated and included.

(b) Performance Graded (PG) Asphalt Cements: The base price index will be the monthly price index in effect at the time of bid opening as shown elsewhere herein. The monthly price indices will be the average, excluding the extreme outliers, of the unit prices for PG 64-22, the average, excluding the extreme outliers, of the unit prices for PG 70-22m, and the average, excluding the extreme outliers, of the unit prices for PG 76-22m. The monthly prices for each of these asphalt materials will be F.O.B. refinery or terminal as determined from the quoted prices effective on the first calendar day of each month from suppliers of these materials. Suppliers considered are those who have requested to participate in the liquid asphalt index determination and have supplied materials on DOTD projects within the past twelve months. These suppliers and materials shall be listed on the Department's Qualified Products List (QPL 41) and must be marketed in Louisiana.

Payment adjustments will be made in accordance with the following formulas:

If Monthly Price Index exceeds Base Price Index,  
 $P_a = (A - 1.05B) \times C \times D \times (1.00 + T)$

If Base Price Index exceeds Monthly Price Index,  
 $P_a = (0.95B - A) \times C \times D \times (1.00 + T)$

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Where:

- $P_a$  = Price adjustment (increase or decrease) for asphalt cement.  
A = Monthly Price Index for respective PG 64-22, PG 70-22m, or PG 76-22m in dollars per ton/megagram.  
B = Base Price Index for respective PG 64-22, PG 70-22m, or PG 76-22m in dollars per ton/megagram.  
C = Tons/megagrams of asphaltic concrete.  
D = Percent of respective asphalt cement, per job mix formula, in decimals.  
T = Louisiana sales tax percentage, in decimals.  
(Note: Local tax is not considered)

The engineer will furnish the weights (mass) of asphaltic concrete placed during the monthly estimate period with the respective asphalt cement content, excluding the asphalt content in reclaimed asphaltic pavement (RAP) as per job mix formula. If the asphalt cement content changes during the estimate period, the respective weight (mass) of asphaltic concrete produced at each cement content will be reported.

Item 510-02, Pavement Widening, and all contract pay items under Sections 502 and 508, will be eligible for payment adjustments of asphalt materials. No payment adjustment will be made for other asphalt materials, including emulsions and cutbacks.

The base price indices for asphalt cements and fuels will be posted on the DOTD internet website before the 10<sup>th</sup> calendar day of each month at the following URL: [www.dotd.louisiana.gov/lettings/lac\\_price\\_index/priceindices.asp](http://www.dotd.louisiana.gov/lettings/lac_price_index/priceindices.asp).

(c) Fuels: The base price index for this project will be the monthly price index in effect when bids are opened for the project. The monthly price index will be the minimum price quotations for unleaded gasoline and No. 2 diesel fuel listed for the New Orleans area in *Platt's Oilgram and Price Report* effective on the first calendar day of each month.

Payment adjustment will be made in accordance with the following formulas:

If Monthly Price Index exceeds Base Price Index,

$$P_a = (A - 1.05B) \times Q \times F$$

If Base Price Index exceeds Monthly Price Index,

$$P_a = (0.95B - A) \times Q \times F$$

Where:

- $P_a$  = Price adjustment.  
A = Monthly Price Index in dollars per gallon/liter.  
B = Base Price Index in dollars per gallon/liter.  
Q = Pay Item Quantity (Pay Units).  
F = Fuel Usage Factor Gal (L)/Pay Unit.

The following is a listing of contract pay items that are eligible for payment adjustment and the fuel usage factors that will be used in making such adjustment. Contract items that expand the items listed herein by use of letter designations are also eligible for fuel price adjustments; for example:

Item 601-01-G, Portland Cement Concrete Pavement 8 inches (200 mm) thick.

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**ELIGIBLE CONTRACT PAY ITEMS & FUEL USAGE FACTORS FOR FUEL  
PAYMENT ADJUSTMENT**

ITEM NO.	PAY ITEM	UNITS	MIN. ORIGINAL CONTRACT QUANTITY FOR PAY ADJUSTMENT	FUEL USAGE FACTORS	
				Diesel <sup>2</sup>	Gasoline
203-01 <sup>1</sup>	General Excavation	gal/cu yd	10,000 cu yd	0.29	0.15
203-02	Drainage Excavation	gal/cu yd	10,000 cu yd	0.29	0.15
203-03 <sup>1</sup>	Embankment	gal/cu yd	10,000 cu yd	0.29	0.15
203-04	Nonplastic Embankment	gal/cu yd	10,000 cu yd	0.29	0.15
203-07	Borrow (Vehicular Measurement)	gal/cu yd	10,000 cu yd	0.29	0.15
301-01	Class I Base Course	gal/cu yd	3,000 cu yd	0.88	0.57
301-02	Class I Base Course ( " Thick)	gal/sq yd	50,000 sq yd	0.04	0.03
302-01	Class II Base Course	gal/cu yd	3,000 cu yd	0.88	0.57
302-02	Class II Base Course ( " Thick)	gal/sq yd	50,000 sq yd	0.04	0.03
303-01	In-Place Cement Stabilized Base Course	gal/sq yd	50,000 sq yd	0.04	0.03
304-02	Lime Treatment (Type B)	gal/sq yd	50,000 sq yd	0.04	0.03
304-03	Lime Treatment (Type C)	gal/sq yd	50,000 sq yd	0.04	0.03
304-04	Lime Treatment (Type D)	gal/sq yd	50,000 sq yd	0.04	0.03
305-01	Subgrade Layer ( " Thick)	gal/sq yd	50,000 sq yd	0.04	0.03
308-01	In-Place Cement Treated Base Course	gal/sq yd	50,000 sq yd	0.04	0.03
401-01	Aggregate Surface Course (Net Section)	gal/cu yd	3,000 cu yd	0.88	0.57
401-02	Aggregate Surface Course (Adjusted Vehicular Measurement)	gal/cu yd	3,000 cu yd	0.88	0.57
502-01	Superpave Asphaltic Concrete	gal/ton	1000 ton	2.40 <sup>3</sup>	0.2
502-02	Superpave Asphaltic Concrete	gal/cu yd	500 cu yd	4.80 <sup>4</sup>	0.4
502-03	Superpave Asphaltic Concrete ( " Thick)	gal/sq yd	10,000 sq yd	0.13 <sup>5,6</sup>	0.01 <sup>6</sup>
508-01	Asphaltic Concrete (SMA)	gal/ton	1000 ton	2.40 <sup>3</sup>	0.2
510-02	Pavement Widening	gal/sq yd	3,000 sq yd	0.86	0.24
601-01	Portland Cement Concrete Pavement ( " Thick)	gal/sq yd	15,000 sq yd	0.11	0.15

1 If project has both 203-01 & 203-03, only the item with larger quantity is eligible.

2 For fuel adjustment purposes, the term "diesel" shall represent No. 2 or No. 4 fuel oils or any of the liquified petroleum gases, such as propane or butane.

3 If natural gas or coal is used instead of diesel for aggregate drying and heating the fuel usage factor shall be 1.67 gal/ton.

4 If natural gas or coal is used instead of diesel for aggregate drying and heating the fuel usage factor shall be 13.34 gal/cu yd.

5 If natural gas or coal is used instead of diesel for aggregate drying and heating the fuel usage factor shall be 0.09 gal/sq yd.

6 Per inch of thickness.

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**ELIGIBLE CONTRACT PAY ITEMS & FUEL USAGE FACTORS FOR FUEL  
PAYMENT ADJUSTMENT (METRIC)**

ITEM NO.	PAY ITEM	UNITS	MIN. ORIGINAL CONTRACT QUANTITY FOR PAY ADJUSTMENT	FUEL USAGE FACTORS	
				Diesel <sup>2</sup>	Gasoline
203-01 <sup>1</sup>	General Excavation	l/m <sup>3</sup>	7,600 m <sup>3</sup>	1.44	0.74
203-02	Drainage Excavation	l/m <sup>3</sup>	7,600 m <sup>3</sup>	1.44	0.74
203-03 <sup>1</sup>	Embankment	l/m <sup>3</sup>	7,600 m <sup>3</sup>	1.44	0.74
203-04	Nonplastic Embankment	l/m <sup>3</sup>	7,600 m <sup>3</sup>	1.44	0.74
203-07	Borrow (Vehicular Measurement)	l/m <sup>3</sup>	7,600 m <sup>3</sup>	1.44	0.74
301-01	Class I Base Course	l/m <sup>3</sup>	2,300 m <sup>3</sup>	4.36	2.82
301-02	Class I Base Course ( mm Thick)	l/m <sup>2</sup>	41,800 m <sup>2</sup>	0.18	0.14
302-01	Class II Base Course	l/m <sup>3</sup>	2,300 m <sup>3</sup>	4.36	2.82
302-02	Class II Base Course ( mm Thick)	l/m <sup>2</sup>	41,800 m <sup>2</sup>	0.18	0.14
303-01	In-Place Cement Stabilized Base Course	l/m <sup>2</sup>	41,800 m <sup>2</sup>	0.18	0.14
304-02	Lime Treatment (Type B)	l/m <sup>2</sup>	41,800 m <sup>2</sup>	0.18	0.14
304-03	Lime Treatment (Type C)	l/m <sup>2</sup>	41,800 m <sup>2</sup>	0.18	0.14
304-04	Lime Treatment (Type D)	l/m <sup>2</sup>	41,800 m <sup>2</sup>	0.18	0.14
305-01	Subgrade Layer ( mm Thick)	l/m <sup>2</sup>	41,800 m <sup>2</sup>	0.18	0.14
308-01	In-Place Cement Stabilized Base Course	l/m <sup>2</sup>	41,800 m <sup>2</sup>	0.18	0.14
401-01	Aggregate Surface Course (Net Section)	l/m <sup>3</sup>	2,300 m <sup>3</sup>	4.36	2.82
401-02	Aggregate Surface Course (Adjusted Vehicular Measurement)	l/m <sup>3</sup>	2,300 m <sup>3</sup>	4.36	2.82
502-01	Superpave Asphaltic Concrete	l/Mg	900 Mg	10.01 <sup>3</sup>	0.83
502-02	Superpave Asphaltic Concrete	l/m <sup>3</sup>	400 m <sup>3</sup>	23.77 <sup>4</sup>	1.98
502-03	Superpave Asphaltic Concrete ( mm Thick)	l/m <sup>2</sup>	8,400 m <sup>2</sup>	0.59 <sup>5,6</sup>	0.45 <sup>6</sup>
508-01	Asphaltic Concrete (SMA)	l/Mg	900 Mg	10.01 <sup>3</sup>	0.83
510-02	Pavement Widening	l/m <sup>2</sup>	2,500 m <sup>2</sup>	3.89	1.09
601-01	Portland Cement Concrete Pavement ( mm Thick)	l/m <sup>2</sup>	12,500 m <sup>2</sup>	0.5	0.68

1 If project has both 203-01 & 203-03, only the item with larger quantity is eligible.

2 For fuel adjustment purposes, the term "diesel" shall represent No. 2 or No. 4 fuel oils or any of the liquified petroleum gases, such as propane or butane.

3 If natural gas or coal is used instead of diesel for aggregate drying and heating the fuel usage factor shall be 6.97 l/mg.

4 If natural gas or coal is used instead of diesel for aggregate drying and heating the fuel usage factor shall be 16.53 l/m<sup>3</sup>.

5 If natural gas or coal is used instead of diesel for aggregate drying and heating the fuel usage factor shall be 0.41 l/m<sup>2</sup>.

6 Per mm of thickness.

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**ITEM S-001, SAW CUTTING:** This work item consists of furnishing all equipment, labor, materials and incidentals to perform saw cutting of existing concrete and/or asphalt roadway at the locations as so shown on the plans or as directed by the project engineer.

Saw cutting, completed, will be measured and paid at the contact unit price per linear foot per inch of depth cut.

Payment will be made under:

Item S-001, Saw Cutting, per inch per linear foot.

**ITEMS S-004, S-003 AND S-002, SAWING AND SEALING LONGITUDINAL AND TRANSVERSE JOINTS IN ASPHALTIC CONCRETE OVERLAY, AND SAWCUTS IN ASPHALTIC CONCRETE LIFTS (07/01):** These items consist of sawing and sealing longitudinal and transverse joints in asphaltic concrete overlay and sawcuts in asphaltic concrete lifts in accordance with plan details and the following requirements.

Sawcuts shall be made in the overlay at the locations of all transverse and longitudinal joints in the concrete pavement, the existing joint between concrete pavement and asphaltic concrete shoulder and the existing joint between the concrete pavement and concrete shoulder. Before the overlay operation is started, the contractor shall accurately mark the location of each transverse joint in the existing concrete pavement and shoulder to the satisfaction of the engineer by placing a hub with a tack even with the ground at each edge of shoulder or by other approved methods. Offsets shall be measured from these hubs and tacks to locate the longitudinal joints.

All asphaltic concrete lifts shall be saw cut a minimum of 1/8 inch (3 mm) wide by 1 inch (25 mm) deep over the existing longitudinal and transverse concrete pavement joints. These saw cuts shall be made after the overlay has thoroughly cooled and shall be completed within 3 calendar days after each lift is placed, before any reflective cracking has developed or other courses placed.

Both longitudinal and transverse joint reservoirs in the final wearing course shall be sawed to the dimensions shown on the plans. Sawing shall not begin until the overlay has thoroughly cooled. Joint faces shall be blown free of sawing slurry, dirt and water by compressed air just prior to resealing. The air compressor shall be equipped with an approved oil and water trap. The joint shall be dry before sealing. Joints which have become contaminated or dirty before sealing shall be recleaned as directed by the engineer.

An approved backer material conforming to Subsection 1005.02(a) and consisting of a closed-cell, crossed linked polyethylene or polyolefin 3/16-inch (5 mm) foam rod shall be placed as shown on the plans. The longitudinal and transverse joints shall be sealed with a sealant conforming to Subsection 1005.02(a) in accordance with plan details and the manufacturer's recommendations. The sealing operation shall be done as soon as possible after the sawing and cleaning and before traffic, including construction traffic, is allowed on the overlay. The sealed joints shall remain closed to traffic until, in the engineer's opinion, the sealant has satisfactorily cured to tack free.

The hot poured sealant shall be sampled in accordance with the Materials Sampling Manual.

Measurement of sawing and sealing longitudinal and transverse joints in asphaltic concrete pavement will be made by the linear foot (lin m) along the sealant reservoirs in the final wearing course. Measurement of sawcuts in asphaltic concrete lifts will be made by the linear foot (lin m) along the sawcuts in each lift.

**FOR INFORMATION ONLY**

**STATE PROJECT NO. 053-05-0044**  
**SPECIAL PROVISIONS**

Payment for sawing and sealing longitudinal and transverse joints in asphaltic concrete overlay will be made at the contract unit price, which includes locating and marking the joints, sawing the sealant reservoirs in the final wearing course, cleaning the sawed sealant reservoirs, backer material in the transverse joints, joint sealant, and all labor, equipment and incidentals necessary to complete these items. Payment for sawcuts in the asphaltic concrete lifts will be made at the contract unit price which includes locating the joints in each lift of asphaltic concrete, sawcuts in each lift of asphaltic concrete and all labor, equipment and incidentals necessary to complete this item.

Payment will be made under:

Item S-004, Sawing and Sealing Longitudinal Joints in Asphaltic Concrete  
Overlay, per linear foot (lin m).

Item S-003, Sawing and Sealing Transverse Joints in Asphaltic Concrete  
Overlay, per linear foot (lin m).

Item S-002, Sawcuts in Asphaltic Concrete Lifts, per linear foot (lin m).

**CONTRACT TIME (03/05):** The entire contract shall be completed in all details and ready for final acceptance in accordance with Subsection 105.17(b) within **TWENTY-FIVE (25) working days.**

Prior to assessment of contract time, the contractor will be allowed 30 calendar days from the date stipulated in the Notice to Proceed to commence with portions of the contract work including but not limited to assembly periods, preparatory work for materials fabrications such as test piles, or other activities which hinder progress in the beginning stages of construction. Prior to issuance of the Notice to Proceed, the Department will consider extending the assembly period upon written request from the contractor justifying the need for additional time.

The contractor shall be responsible for maintenance of traffic from the beginning of the assembly period. During the assembly period, the contractor will be allowed to do patching and other maintenance work necessary to maintain the roadway with no time charges when approved by the engineer.

If the contractor begins regular construction operations prior to expiration of the assembly period, the assessment of contract time will commence at the time construction operations are begun.

**FOR INFORMATION ONLY**

**LOUISIANA**  
**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**  
**SUPPLEMENTAL SPECIFICATIONS**  
**(FOR 2006 STANDARD SPECIFICATIONS)**

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SUPPLEMENTAL SPECIFICATIONS**

The 2006 Louisiana Standard Specifications for Roads and Bridges and supplemental specifications thereto are amended as follows.

**SECTION 108 – PROSECUTION AND PROGRESS:**

Subsection 108.04 – Prosecution of Work (03/05) Pages 74 and 75.

Add the following sentence to the third paragraph of Heading (b).

Should the surety or the Department take over prosecution of the work, the contractor shall remain disqualified for a period of one year from the completion of the project, unless debarment proceedings are instituted.

When the Department of Transportation and Development is not the contracting agency on the project, the second paragraph under Heading (c) is deleted.

**SECTION 202 – REMOVING OR RELOCATING STRUCTURES AND OBSTRUCTIONS:**

Subsection 202.06 – Plugging or Relocating Existing Water Wells (03/04), Page 105.

Delete the first sentence and substitute the following.

All abandoned wells shall be plugged and sealed at the locations shown on the plans, or as directed by the engineer, in accordance with the “Water Well Rules, Regulations, and Standards, State of Louisiana.” This document is available at the Department of Transportation and Development, Water Resources Section, P. O. Box 94245, Baton Rouge, Louisiana 70804-9245. The Water Resource Section’s telephone number is (225) 274-4172.

**SECTION 302 – CLASS II BASE COURSE:**

Subsection 302.05 – Mixing (08/06), Pages 152 and 153.

Delete the first sentence of Subheading (b)(1), In-Place Mixing, and substitute the following.

In-place mixing shall conform to Heading (a)(1) except that the percentage of Type I portland cement required will be 6 percent by volume.

**SECTION 502 – SUPERPAVE ASPHALTIC CONCRETE MIXTURES:**

Subsection 502.02 – Materials (08/06), Pages 210 – 213.

Delete Table 502-3, Aggregate Friction Rating under Subheading (c)(1) and substitute the following.

**FOR INFORMATION ONLY**

**Table 502-3**  
**Aggregate Friction Rating**

Friction Rating	Allowable Usage
I	All mixtures
II	All mixtures
III	All mixtures, except travel lane wearing courses with plan ADT greater than 7000 <sup>1</sup>
IV	All mixtures, except travel lane wearing courses <sup>2</sup>

<sup>1</sup> When plan current average daily traffic (ADT) is greater than 7000, blending of Friction Rating III aggregates and Friction Rating I and/or II aggregates will be allowed for travel lane wearing courses at the following percentages. At least 30 percent by weight (mass) of the total aggregates shall have a Friction Rating of I, or at least 50 percent by weight (mass) of the total aggregate shall have a Friction Rating of II. The frictional aggregates used to obtain the required percentages shall not have more than 10 percent passing the No. 8 (2.36 mm) sieve.

<sup>2</sup> When the average daily traffic (ADT) is less than 2500, blending of Friction Rating IV aggregates with Friction Rating I and/or II aggregates will be allowed for travel lane wearing courses at the following percentages. At least 50 percent by weight (mass) of the total aggregate in the mixture shall have a Friction Rating of I or II. The frictional aggregates used to obtain the required percentages shall not have more than 10 percent passing the No. 8 (2.36 mm) sieve.

#### **SECTION 704 – GUARD RAIL:**

Subsection 704.03 – General Construction Requirements (01/05), Pages 368 and 369.

Add the following to subparagraph (d), Guard Rail End Treatments.

All end treatments shall bear a label indicating the manufacturer and exact product name of the end treatment along with its assigned NCHRP 350 test level. This label shall resist weathering and shall be permanently affixed to the railing in such a way as to be readily visible.

#### **SECTION 713 – TEMPORARY TRAFFIC CONTROL:**

Subsection 713.06 – Pavement Markings (08/06), Pages 400 – 403.

Delete Table 713-1, Temporary Pavement Markings and substitute the following.



**Table 713-1**  
**Temporary Pavement Markings<sup>1,2</sup>**

		Two-lane Highways	Undivided Multilane Highways	Divided Multilane Highways
S H O R T  T E R M	ADT<1500; or ADT>1500 and time<3 days	Lane lines 4-foot (1.2 m) tape on 40-foot (12 m) centers; with "Do Not Pass" and "Pass With Care" signs as required		
	ADT>1500; Time>3 days and<2 weeks	Lane lines 4-foot (1.2-m) tape on 40-foot (12-m) centers with no passing zone markings		
	All ADT's with time <2 weeks		Lane lines 4-foot (1.2m) tape on 40-foot (12 m) centers; double yellow centerline	Lane lines 4-foot (1.2 m) tape on 40-foot (12 m) centers
L O N G  T E R M	All ADT's with time >2 weeks	Standard lane lines, no-passing zone markings, legends and symbols and when pavement width is 22 feet (6.7 m) or greater, edge lines	Standard lane lines, centerlines, edge lines, and legends and symbols	Standard lane lines, centerlines, edge lines, and legends and symbols.

<sup>1</sup>No-passing zones shall be delineated as indicated whenever a project is open to traffic.

<sup>2</sup>On all Asphaltic Surface Treatments that are open to traffic and used as a final wearing course or as an interlayer, temporary pavement markings (tabs) on 20-foot (6 m) centers shall be used, in lieu of the 4-foot (1.2 m) tape, on 40-foot (12 m) centers.

## **SECTION 901 – PORTLAND CEMENT CONCRETE:**

### Subsection 901.08 – Composition of Concrete (12/05), Pages 732 – 734.

Add the following to Heading (a).

The blended cement containing up to 50 percent of grade 100 or grade 120 ground granulated blast-furnace slag must be in compliance with Subsection 1001.04 for portland blast-furnace slag cement.

## **SECTION 1005 – JOINT MATERIALS FOR PAVEMENTS AND STRUCTURES:**

### Subsection 1005.04 – Combination Joint Former/Sealer (11/05), Pages 782 and 783.

Delete Heading (a) and substitute the following.

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## Supplemental Specifications (April 2007)

### Page 4 of 4

(a) Description: This joint former/sealer is intended for use in simultaneously forming and sealing a weakened plane in portland cement concrete pavements.

The material shall consist of an elastomeric strip permanently bonded either mechanically or chemically at the top of each of two rigid plastic side frames and covered with a removable plastic top cap. Side frames shall be of such configuration that when the sealer is inserted into plastic concrete and vibrated, a permanent bond forms between side frames and concrete.

Delete Heading (b)(1) and substitute the following.

(1) Elastomer: The elastomer strip portion of the material shall be manufactured from vulcanized elastomeric compound using polymerized chloroprene or thermoplastic vulcanizate as the base polymer, and shall comply with the following requirements:

<u>Property</u>	<u>ASTM Test Method</u>	<u>Requirements</u>	
		<u>Polymerized Chloroprene</u>	<u>Thermoplastic Vulcanizate</u>
Tensile Strength, kPa, Min.	D 412	12,400	7,400
Elongation at Break, % Min.	D 412	200	400
Hardness, Shore A	D 2240	65 ± 10	65 ± 10
Properties after Aging, 70 h @ 100°C	D 573		
Tensile Strength, % Loss, Max.		20	20
Elongation, % loss, Max.		25	25
Hardness, pts. increase, Max.		10	10
Ozone Resistance, 20% strain or bentloop, 300 pphm in air, 70 h @ 40°C	D 1149	no cracks	no cracks
Oil Swell, IRM 903, 70 h @ 100°C, wt change, % Max.	D 471	45	75

Delete Headings (b)(2) and (b)(3) and substitute the following:

(2) Bond of Elastomer to Plastic: The force required to shear the elastomer from the plastic shall be a minimum of 5.0 pounds per linear inch (90 g/mm) of sealer when tested in accordance with DOTD TR 636.

(3) Bond of Plastic to Cement Mortar: This bond will be evaluated and shall meet the following requirements:

The force required to separate the cement mortar from the plastic shall be a minimum of 5.0 pounds per linear inch (90 g/mm) of sealer when tested in accordance with DOTD TR 636.

## SECTION 1013 – METALS:

### Subsection 1013.09 – Steel Piles (08/06) Page 822.

Delete the title and references to “Steel Piles” in this subsection and substitute “Steel H Piles”.

FOR INFORMATION ONLY

**LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
SUPPLEMENTAL SPECIFICATIONS**

**SECTION 741  
WATER DISTRIBUTION SYSTEM**

The 2006 Standard Specifications are amended to include this Section 741.

**741.01 DESCRIPTION:** This work consists of furnishing the necessary materials and installing, relocating and adjusting water distribution systems in accordance with these specifications and in conformity with the lines and grades shown on the plans or established by the engineer.

**741.02 MATERIALS:** A certificate of compliance from the manufacturer showing the chemical and physical properties of the materials used and conformance with the specifications will be required for each item.

(a) Cast Iron and Ductile Iron Pipe:

(1) Cast Iron Pipe: Cast iron pipe shall be made of grey cast iron and shall conform to ANSI A 21.6 (centrifugally cast in metal molds) or A 21.8 (centrifugally cast in sand lined molds). Iron in the pipe shall have a bursting tensile strength of at least 21,000 psi (145 MPa) and the pipe shall have a ring modulus of rupture of at least 45,000 psi (310 MPa).

(2) Ductile Iron Pipe: Ductile iron pipe shall consist of ductile cast iron and shall conform to ANSI A 21.51 (centrifugally cast in metal or sand lined molds).

(3) Fittings: Fittings for cast iron or ductile iron pipe shall conform to ANSI A 21.10.

(4) Coating and Lining of Pipe: Cast iron and ductile iron pipe and fittings shall be asphalt or vinyl coated outside, as specified, and cement lined and seal coated inside in accordance with ANSI A 21.4.

(5) Joints: Pipe joints shall conform to ANSI A 21.11 with the following criteria used for joint selection.

- a. Mechanical Joint (Type III) with alloy steel bolts and nuts.
- b. Boltless single gasket push-on joint.
- c. Submarine, flexible, ball and socket joint.
- d. Flanged joint.

Pipe shall be installed with joint types (a) or (b) for mains under normal service conditions, joint type (c) for stream or canal crossings and when specified, joint type (d) for above ground installations such as pumps.

**FOR INFORMATION ONLY**

(b) Gate Valves and Valve Boxes:

(1) Valves shall be non-rising stem, iron body, bronze mounted, double-disk gate valves conforming to AWWA C 500. Valves shall have mechanical joint ends except that valves used with 2 inches (50 mm) or less diameter pipe, or galvanized iron pipe, shall have threaded ends. Valves shall open counterclockwise and shall be operated by nut method. Operating nuts shall conform to that used by the utility system.

(2) Valve boxes shall be approved cast iron, 2-piece, heavy roadway type. Valve boxes for 12 inches (300 mm) or larger valves shall be of the 3-piece type with oval base. The term "water" shall be cast on each valve box cover.

(c) Tapping Sleeves and Valves: Tapping sleeves shall be the split- sleeve, mechanical joint type. Gate valve connections shall be mechanical joint. Sleeves shall meet the requirements for cast iron fittings except the cement lining will not be required. Minimum working pressure shall be that specified for the system.

(d) Fire Hydrants: Fire hydrants shall conform to AWWA Designation: C 502 for 3-way type hydrants with working pressure of 150 psi (1.0 MPa). Hydrants shall be compression type and inlet connections shall be mechanical joint bell. Two 2 1/2 inches (65 mm) hose nozzles and one 4 1/2 inches (115 mm) pumper nozzle shall be provided; hose connections shall have National Standard threads. Hydrants shall have bronze seal rings, automatic drain openings and O-ring seals. Minimum valve openings of 4 inches shall be provided. Hydrants shall contain a breakaway feature at ground level consisting of breakaway bolts or flange and breakaway coupling on the rod. Main valve and valve seat shall be replaceable without digging up the hydrant. The hydrant exterior shall be painted with approved enamel and shall be repainted after installation (color: yellow).

(e) Plastic Pipe: Plastic pipe and tubing shall be polyvinyl chloride or polyethylene pipe and tubing.

(1) Polyvinyl chloride (PVC) pipe shall conform to ASTM D 2241 and be pressure rated at 200 psi (1.3 MPa) minimum. The pipe shall be made from polyvinyl chloride compounds conforming to Class 12454B (Type 1, Grade 1), ASTM D 1784.

(2) Polyethylene (PE) pipe and tubing shall conform to ASTM D 2239 (pipe) and D 2737 (tubing). Pipe or tubing shall be rated for use with water at 73.4°F (23°C) at a hydrostatic design stress of 630 psi (4.3 MPa). Pipe or tubing shall be made from polyethylene plastics conforming to Type III, Grade 3, ASTM D 1248.

(3) When specified, Schedule 40 PVC shall be in accordance with ASTM D 1785, Schedule 40, PVC 1120.

(4) Plastic pipe and fittings must bear the seal or "NSF" mark of the National Sanitation Foundation or other approved marking indicating approval for use in transporting potable water.

(5) Welding Solvent and Solvent Thinner shall conform to ASTM D 2564.

(f) Galvanized Steel Pipe: These pipes and fittings shall be galvanized steel seamless pipe conforming to ASTM A 53 (A 53M), standard weight. Fittings shall be malleable iron conforming to ANSI B 16.3 except the nipples and couplings shall be the same material as the pipe. Fittings shall be galvanized in accordance with ASTM A 53 (A 53M).

FOR INFORMATION ONLY

(g) Copper Pipe or Tubing: This pipe shall conform to ASTM B 88, Type K. Copper fittings shall be of the cast pattern or wrought pattern. Fittings for rigid copper pipe shall be of the solder joint type. Fittings for conceded soft draw pipe may be the flared mechanical type. Unions shall be the ground joint type.

(h) Detection Wire for Plastic Pipe: An approved electrically conductive insulated wire or tape shall be installed directly over and on the center of the plastic pipe for its entire length within highway right-of-way to facilitate locating of line with an electronic pipe locator. Wire or tape must be connected to all fixtures and appurtenances.

### **741.03 CONSTRUCTION REQUIREMENTS:**

(a) General:

(1) Handling: Pipe, fittings and other materials shall be carefully handled to prevent breakage or damage, especially to the cement mortar lining in pipe and fittings.

(2) Existing Underground Utilities and Obstructions: All water lines, gas lines, telephone conduits, drainage structures, etc. shall be located and protected by the contractor during construction.

(b) Trench Excavation:

(1) Excavation: Excavation shall conform to Subsections 701.03 and 701.04, and the following requirements.

a. Protection of Excavation: Sheet piling, shoring and hand excavation shall be used as necessary for protection of the work. Sheet piling shall be withdrawn as backfilling is being done, except where the engineer directs that the sheet piling and shoring be left in place, or where the engineer permits the sheet piling to be left in place. The contractor shall cut off any sheet piling left in place at least 18 inches (450 mm) below finished grade. Sheet piling and bracing will not be paid for directly.

b. Trench Depth: Minimum bury (depth from grade to top of pipe) under pavement or surfacing shall be 4 feet (1.2 m). Minimum bury under ditches and in other non-paved areas shall be 2 feet (0.6 m).

c. Bell Holes: Bell holes of ample depth and width shall be excavated in pipe trenches at each joint location to permit the joint to be properly made and the pipe barrel to rest firmly on the trench bottom.

(2) Under Pavement:

a. Removing Pavement: The contractor shall remove existing pavement as necessary for trench excavation. Pavement shall be cut back from the top edges of trenches at least 24 inches (0.6 m) on each side of the trench. The requirements of Sections 510 and 602 shall be followed for removing and replacing pavement except that no separate payment will be made for this work.

b. Jacking and Boring: The contractor may elect to jack or bore pipe under existing pavement where practical; however, separate payment for jacked or bored pipe will only be made when jacking or boring of pipe is specified. Jacked or bored pipe shall be installed in accordance with Section 728.

**FOR INFORMATION ONLY**

(c) Connection to Existing Mains: Connection to existing mains shall be made with appropriate fittings as shown on the plans or as directed. When it is necessary to make such connections under pressure (i.e., when normal water service must be maintained) a tapping sleeve and valve shall be used. The contractor shall furnish the valve tapping machine and other equipment required.

(1) Location: The contractor shall, before opening pipe line trenches, locate the points where connections are to be made to existing pipe lines and shall uncover as necessary for the engineer to prescribe the types of connections and fittings to be installed.

(2) Interruption of Service: Connections to existing pipe lines shall be made at such times and in such manner as will meet operating requirements. No cut shall be made in existing lines until permission has been obtained as to time and manner of making cuts and connections.

(d) Laying Water Mains and Appurtenances:

(1) Sequence of Work: Excavation, cleaning, laying, jointing and backfilling shall be kept up as closely as possible. Pipe shall not be left in the trench overnight without completely jointing and capping. The contractor shall backfill and compact the trench as soon as possible after laying, jointing and testing is complete. Each day at the close of work, and when laying is not in progress, the exposed end of the pipe line in the trench shall be closed with an approved barrier of wood or metal. If it is necessary to cover the end of an uncompleted pipe line with backfill, the end of the pipe shall be closed using a satisfactory cap or plug.

(2) Alignment and Gradient: Pipe line alignment and gradient shall be straight, or shall be deflected to follow true curves as nearly as practical. Deflection of pipe lines shall be within the allowable laying deflection angle, both horizontal and vertical.

(3) Installation:

a. Connections: Connections which are made inside roadway shoulders, or curbs and gutters, shall be made with flexible joints.

b. Cutting: Where pipe or special castings are required to be cut, cutting shall be done using pipe cutters.

c. Gate Valves: Gate valves shall be installed and jointed as specified above for water mains. Installation of gate valves shall include valve boxes, where required.

d. Fire hydrants: Hydrants shall be installed and jointed as specified above for water mains. Installation of hydrants shall include vertical extension sections if required, pipe straps, concrete blocking, aggregate drain and backfill.

e. Concrete Blocking: Concrete blocking shall be Class R concrete conforming to Section 901 and shall be formed and poured at the backs of fittings, including elbows, tees, pipe plugs, fire hydrants and other locations shown on the plans or directed by the engineer.

f. Backfilling: Backfilling shall conform to Subsection 701.08 and these requirements.

When testing for leaks in open trenches, backfilling shall not be done until testing has been completed and leaks eliminated.

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Where adjacent pavements are to be retained, pavement removed for pipe line trenches shall be replaced in kind or when approved, with equal or better material. After backfilling, the contractor shall maintain a satisfactory riding surface until repaving is completed. No separate payment will be made for replaced pavement.

g. Testing and Disinfection:

1. Testing: When a section of pipe is approved for testing, the contractor shall furnish all materials, equipment and labor to properly carry out this operation. This shall include a test pump and means of accurate measurement of water necessary to maintain required pressure during testing. The contractor shall furnish, install and remove any temporary bulkheads, flanges, plugs and corporation stops at high points in pipe lines and at the test pump, as necessary.

A. Sequence of Testing: When conditions permit, pipe lines shall be tested before the trench is backfilled and before service lines are installed; however, if high pressure testing must be done after service lines are in place, they shall be shut off at the corporation stops.

After necessary joints, bulkheads, etc. have been installed, corporation stops, if no other means can be provided, shall be placed in the high points of the pipe line and at the pump as required, and the pipe blown free from air according to accepted procedure.

B. Test Pressure: Test pressure shall be 50 psi (0.3 MPa) higher than the designated class pressure of pipe and fittings. Leakage shall not exceed 15 gallons per inch (1.4 L/mm) of pipe diameter per mile (km) per 24 hours. The minimum test period shall be 2 hours. However, if additional testing is required the contractor shall perform the procedure at his expense. When service lines cannot be isolated (i.e., shut off from the section to be tested), or other conditions exist where pressure testing as described above may cause damage, the line may be tested under normal operating pressure when approved. This work shall be done in open trenches, where possible, and testing repeated until leaks are eliminated.

C. Leaks and Defective Materials or Workmanship: Joints which leak shall be remade. Cracked, broken or defective materials shall be replaced. Defective workmanship shall be corrected. After the above conditions have been corrected, the line shall be retested as described above until the line passes the requirements. The contractor shall receive no additional compensation for the corrections or retesting.

2. Disinfection: Pipe lines and appurtenances, both existing and new which are the responsibility of the contractor, shall be disinfected before being placed in service. The disinfection process may be done in conjunction with the pressure test and shall be in accordance with AWWA C 601 and these requirements.

A solution of calcium hypochlorite or sodium hypochlorite (such as HTH, Perchloron, Chlorox, etc.) liquid chlorine or other approved disinfectant shall be used to obtain a solution of at least 50 ppm of available chlorine throughout the pipe system. No chlorine shall be applied to pipe as lines are being laid.

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For this work, the contractor shall furnish suitable corporation stops, plugs or caps for the pipe, injection pumps, pipe connections and other equipment, and all labor required, at no additional cost to the Department.

While disinfectant is being applied to any section of the system, the water shall be allowed to escape at all extremities of this section until an orthotolidine test shows a deep orange color. The disinfectant shall be allowed to remain in the pipe at least 6 hours and tests shall be made to determine that a chlorine residual of at least 5 ppm remains. If there is not sufficient residual chlorine, disinfection shall be repeated. After disinfection, lines shall be thoroughly flushed to remove the chlorine. If bacteriological tests indicate that the lines are not free of coliform organisms, the disinfection procedure shall be repeated on that part of the system until proven to be free of contamination.

Disinfection shall be made in the presence of the engineer. The contractor shall notify the engineer at least 48 hours prior to the time lines are to be disinfected. The contractor shall furnish taps, corporation stops, tubing and faucets, and furnish labor to obtain samples of water from disinfected lines. These shall be collected and submitted to a biological laboratory of the State Board of Health. Copies of laboratory reports shall be submitted to the engineer. Disinfection shall be considered acceptable when reports indicate lines to be free of contamination. Lines shall be disinfected as soon after completion of testing as possible.

When tests are completed, test risers shall be removed and corporation stops plugged with an approved brass plug.

(e) Laying Service Lines and Appurtenances: Except as modified below, construction and installation of service lines shall conform to the requirements for laying water mains. Service lines shall include complete installation of the new pipe from the water main to the final location of the meter, or to such points as directed to connect with existing or future service lines and abutting property. Installation of service line pipe shall include necessary connections, including unions, valves, fittings, corporation stops, goosenecks where permitted, and curb stops.

(1) Excavation and Backfill:

a. Excavation: Excavation shall be done as specified elsewhere herein.

b. Backfill: Backfilling shall be done as specified herein after leakage test has been made under normal operation pressure in open trenches and leaks eliminated.

(2) Laying and Jointing: Jointing of copper pipe, galvanized steel pipe and plastic pipe shall be in accordance with standard practice for jointing water pipe and approved installation methods. Plastic pipe shall be placed in the trench to allow at least 1 percent additional length of pipe for thermal connection, and selected backfill material shall be placed and compacted to 6 inches above pipe before proceeding with normal backfill operations.

(f) Relocations, Adjustments and Removals:

(1) Water Valves, including valve boxes and fire hydrants, shall be relocated, adjusted to grade or removed as shown on the plans or as designated. The contractor shall protect all parts during the removing and relocating operation and shall replace all items lost or damaged at his expense. All lead or composition joints shall be melted out and each joint disconnected before being removed from the trench.

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Relocated gate valves or fire hydrants shall be installed as specified for new gate valves or fire hydrants. Concrete blocking will be required for fire hydrants. Leakage tests shall be performed as specified above. Backfilling shall be done as specified herein. Concrete blocking and any additional pipe required in resetting the gate valve or fire hydrant at its new location will be paid for separately. Valve boxes, when they exist, shall be considered to be a part of the valve assembly and shall be removed with the valve.

(2) Existing water meters and boxes shall be relocated as shown on the plans or as designated. Relocation shall include removing the existing meter, meter box, all required pipe, unions and appurtenances, storage, protection where necessary, and reinstalling the meter, meter box and curb stop in the existing service line as directed. The contractor, with the engineer, shall inspect each meter before its removal to determine its condition. If a meter is defective, the contractor will be furnished a replacement meter for the installation.

(3) Existing water service lines shall be adjusted to grade, by excavating for, and lowering or raising the existing service lines and backfilling at the same location, as shown on the plans or directed. Any new materials or fittings required for the adjustment shall be furnished by the contractor without additional compensation. He shall also make any required changes in the connection at the main which are the result of this work. All leaks and damage caused by the contractor's operations shall be repaired at his expense. If a water meter is to be retained at the same location in an existing service line that is to be adjusted, the meter and box shall also be adjusted to proper grade. No additional compensation will be allowed for this adjustment.

(4) Existing water meter and water valve boxes shall be lowered or raised to the grade established on the plans or by the engineer.

(5) Existing house connections shall be adjusted as required. New pipe and fittings required to adjust house connections shall be equal in quality to that of the existing installation and meet requirements of the utility and code.

#### **741.04 MEASUREMENT:**

(a) Water Mains: Water mains will be measured by the linear foot (lin m) along the center, parallel to the slope of the pipe, from end to end of each installation through all fittings.

(b) Fittings: Pipe fittings will be considered subsidiary to the water line in which they are used.

(c) Gate valves, including boxes when required, will be measured by the number of each size installed.

(d) Tapping sleeve and valve assembly will be measured by the number of each size installed.

(e) Fire hydrants will be measured by the number of each installed.

(f) Service Lines: Service lines will be measured by the linear foot (lin m) from end to end, and from center of lines to ends of branches, including valves and fittings.

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(g) Relocating Fire Hydrants, Water Valves and Water Meters: Existing fire hydrants, water valves and water meters will be measured by the number of each relocated, including relocation of boxes for such valves and meters.

(h) Adjusting Meter Boxes and Valve Boxes: Existing meter boxes and valve boxes adjusted to grade in their original locations will be measured by the number adjusted.

(i) Removal of Water Valves and Fire Hydrants: Existing water valves, including boxes when necessary, and fire hydrants will be measured by the number of each removed.

(j) Excavation and Backfill: Excavation and backfill will not be measured for payment.

(k) Concrete Blocking: Concrete blocking will be measured by the cubic yard (cu m) of concrete used.

(l) Adjusting Water House Connections: This item will be measured by the number of house connections adjusted.

(m) Adjusting Service Lines to Grade: This item will be measured in linear feet (lin m) of service line pipe lowered or raised, including valves, fittings, meters, boxes and other appurtenances. Measurement will be made from end to end of adjusted service line.

(n) Incidentals: Pavement removed and replaced, including sawing, testing, disinfection and detection wire for plastic pipe, will not be measured for payment.

(o) Casing will be measured by the linear foot (lin m) along the center, parallel to the slope of the casing.

(p) Butterfly valves, including boxes when required, will be measured by the number of each installed.

(q) Double strap saddles will be measured by the number of each installed.

#### **741.05 PAYMENT:**

(a) Water main pipe will be paid for per linear foot (lin m) for each size of pipe installed, which includes fittings, excavation, backfilling, removal and replacement of pavement, testing, sterilizing, and laying pipe in casing when required.

(b) Gate valves will be paid for per each, which includes box if required, and joint connections.

(c) Tapping sleeve and valve assemblies will be paid for per each, which includes joint connections.

(d) Fire hydrants will be paid for per each, which includes vertical extensions, joint connections, pipe straps and stone drain.

(e) Service line pipe will be paid for per linear foot (lin m), which includes excavation, backfilling, removal and replacement of pavement, testing, sterilizing, corporation and curb stops, goosenecks where required, fittings, jointing, connecting to the main, and laying pipe in casing when required.

(f) Relocating fire hydrant will be paid for per each, which includes crushed stone drain.

(g) Relocating water valve including box will be paid for per each, which includes excavation and backfill.

(h) Relocating water meter including box will be paid for per each set, which includes excavation and backfill.

(i) Adjusting water house connections will be paid for per each, which includes necessary adjustment of service lines not exceeding 20 linear feet (6.1 lin m) per house connection, and required new pipe and fittings.

(j) Adjusting water service lines in excess of 20 linear feet (6.1 lin m) per house connection will be paid for per linear foot (lin m) of adjusted service line, which includes required new pipe and fittings.

(k) Adjusting meter boxes and valve boxes to grade will be paid for per each.

(l) Removal of water valves will be paid for per each, which includes valve box.

(m) Removal of fire hydrants will be paid for per each.

(n) Concrete blocking will be paid for per cubic yard (cu m).

(o) Casing will be paid for per linear foot (lin m), which includes excavation, backfilling, and removal and replacement of pavement.

(p) Butterfly valves will be paid for per each size, which includes box if required, and joint connections.

(q) Double strap saddles will be paid for per each, which includes joint connections.

(r) Payment will be made at the contract unit prices under:

<u>Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
741-01	Water Main (Size & Type)	Linear Foot (Lin m)
741-02	Gate Valve (Size)	Each
741-03	Tapping Sleeve and Valve Assembly (Size)	Each
741-04	Fire Hydrant	Each
741-05	Water Service Line (Size & Type)	Linear Foot (Lin m)
741-06	Relocating Fire Hydrant	Each
741-07	Relocating Water Valve	Each
741-08	Relocating Water Meter	Each
741-09	Adjusting Water House Connections	Each
741-10	Adjusting Water Service Lines	Linear Foot (Lin m)
741-11	Adjusting Water Valve and Meter Box	Each
741-12	Removing Water Valve Including Box	Each
741-13	Removing Fire Hydrant	Each
741-14	Concrete Blocking	Cubic Yard (Cu m)
741-15	Casing (Size & Type)	Linear Foot (Lin m)
741-16	Butterfly Valve (Size)	Each
741-17	Double Strap Saddle (Size)	Each

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**LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
SUPPLEMENTAL SPECIFICATIONS**

**FEMALE AND MINORITY PARTICIPATION IN CONSTRUCTION**

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 to be performed in geographical areas designated by the director of OFCCP. Execution of the contract by the successful bidder and any subsequent subcontracts will be considered the contractor's and subcontractor's commitment to the EEO provisions contained in this notice.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246)**

1. 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.
2. The goals 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:

AREA	PARISH OR COUNTY	GOAL (%)
<b>FEMALE PARTICIPATION</b>		
-	All Covered Areas	6.9
<b>MINORITY PARTICIPATION (UNDER NEW ORLEANS PLAN)</b>		
-	* See Note Below	20 to 23
<b>MINORITY PARTICIPATION (NOT UNDER NEW ORLEANS PLAN)</b>		
1	Jefferson LA, Orleans LA, St. Bernard LA, St. Tammany LA	31.0
2	Assumption LA, Lafourche LA, Plaquemines LA, St. Charles LA, St. James LA, St. John the Baptist LA, Tangipahoa LA, Terrebonne LA, Washington LA, Forrest MS, Lamar MS, Marion MS, Pearl River MS, Perry MS, Pike MS, Walthall MS	27.7
3	Ascension LA, East Baton Rouge LA, Livingston LA, West Baton Rouge, LA	26.1
4	Concordia LA, East Feliciana LA, Iberville, LA, Pointe Coupee LA, St. Helena LA, West Feliciana LA, Adams MS, Amite MS, Wilkinson, MS	30.4
5	Lafayette LA	20.6
6	Acadia LA, Evangeline LA, Iberia LA, St. Landry LA, St. Martin LA, St. Mary LA, Vermillion LA	24.1
7	Calcasieu LA	19.3
8	Allen LA, Beauregard LA, Cameron LA, Jefferson Davis LA, Vernon LA	17.8
9	Grant LA, Rapides LA	25.7
10	Avoyelles LA, Bienville LA, Bossier LA, Caddo LA, Claiborne LA, DeSoto LA, Natchitoches LA, Red River LA, Sabine LA, Webster LA, Winn LA	29.3
11	Ouachita LA	22.8
12	Caldwell LA, Catahoula LA, East Carroll LA, Franklin LA, Jackson LA, LaSalle LA, Lincoln LA, Madison LA, Morehouse LA, Richland LA, Tensas LA, Union LA, West Carroll LA,	27.9

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\*These goals apply only to those contractors signatory to the New Orleans Plan and only with respect to those trades which have unions participating in said Plan. The New Orleans Plan Covered Area is as follows: The parishes of Orleans, Jefferson, St. Bernard, St. Tammany, St. Charles, St. John the Baptist, Plaquemines, Washington, Terrebonne, Tangipahoa (that area east of the Illinois Central Railroad), Livingston (that area southeast of the line from a point off the Livingston and Tangipahoa Parish line adjacent from New Orleans and Baton Rouge), St. James (that area southeast of a line drawn from the Town of Gramercy to the point of intersection of St. James, Lafourche and Assumption Parishes), and Lafourche.

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

3. The contractor shall provide written notification to the Regional Administrator of the Office of Federal Contract Compliance Programs (555 Griffin Square Building, Dallas, TX 75202) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and geographical area in which the contract is to be performed.

4. As used in this Notice and in the contract, the "covered area" is that area shown in the foregoing table in which the project is located.

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The following Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) 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. Execution of the contract by the successful bidder and any

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subsequent subcontracts will be considered the contractor's and subcontractor's commitment to the EEO provisions contained in these Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(EXECUTIVE ORDER 11246)**

1. As used in these specifications:

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

2. If the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, he shall include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is required to comply with his obligations under the EEO clause, and to make good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractor or subcontractors toward a goal in an

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approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any OFCCP office or from federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

- a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign 2 or more women to each construction project. The contractor shall ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to

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- community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor has taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman set by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
  - f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting his EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendent, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - h. Disseminate the contractor's EEO policy externally by including it in ny advertising in the news media, including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
  - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than 1 month prior to the date for the acceptance of

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applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above describing the openings, screening procedures and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet his goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A goal for minorities and a separate goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a group is employed

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in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a minority group of women is underutilized).

10. The contractor shall not use the goals or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The contractor shall not enter into a subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling his obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as the standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

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

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

16. In addition to the reporting requirements set forth elsewhere in this contract, the contractor and subcontractors holding subcontracts (not including material suppliers) in excess of \$10,000

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shall submit for every month of July during which work is performed, employment data as contained under Form FHWA-1391 in accordance with instructions included thereon.

**LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
SUPPLEMENTAL SPECIFICATIONS**

**SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**

1. General

a. Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Orders 11246 and 11375 are set forth in Required Contract Provisions (Form FHWA-1273) and these Supplemental Specifications which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal Aid Highway Act of 1968. The requirements set forth herein shall constitute the specific affirmative action requirements for project activities under this contract and supplement the EEO requirements set forth in the Required Contract Provisions.

b. The contractor shall work with the Department and the Federal Government in carrying out EEO obligations and in their review of his activities under the contract.

c. The contractor and all his subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, shall comply with the following minimum specific requirement activities of EEO. The EEO requirements of Executive Order 11246, as set forth in the Federal-Aid Policy Guide 23 CFR 230A, are applicable to material suppliers as well as contractors and subcontractors. The contractor shall include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor.

2. EEO Policy

The contractor shall accept as his operating policy the following statement which is designed to further the provision of EEO to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of EEO through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin. Such action shall include 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, preapprenticeship and on-the-job training.

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3. EEO Officer

The contractor shall designate and make known to the Department an EEO Officer who shall have the responsibility for and must be capable of effectively administering and promoting an active contractor EEO program and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

a. All members of the contractor's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, shall be made fully cognizant of and shall implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions shall be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees shall be conducted before the start of work and then at least once every 6 months, at which time the contractor's EEO policy and its implementation shall be reviewed and explained. The meetings shall be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees shall be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's EEO obligations within 30 days after their reporting for duty with the contractor.

(3) All personnel who are engaged in direct recruitment for the project shall be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

b. To make the contractor's EEO policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor shall take the following actions:

(1) Notices and posters setting forth the contractor's EEO policy shall be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The contractor's EEO policy and the procedures to implement such policy shall be brought to the attention of employees by means of meetings, employee handbooks or other appropriate means.

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## 5. Recruitment

a. When advertising for employees, the contractor shall include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements shall be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor shall, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor shall, through his EEO Officer, identify sources of potential minority group employees and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

If the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor shall encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants shall be discussed with employees.

## 6. Personnel Actions

Wages, working conditions and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff and termination, shall be taken without regard to race, color, religion, sex or national origin. The following procedures shall be followed.

a. The contractor shall conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

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c. The contractor shall periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor shall promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor shall promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, shall attempt to resolve such complaints, and shall take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor shall inform every complainant of all of his avenues of appeal.

#### 7. Training and Promotion

a. The contractor shall assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship and job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. If the Supplemental Specifications for Job Training are provided under this contract, this subparagraph will be superseded as indicated in Attachment 2.

c. The contractor shall advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor shall periodically review the training and promotion potential of minority group and women employees and shall encourage eligible employees to apply for such training and promotion.

#### 8. Unions

If the contractor relies in whole or in part upon unions as a source of employees, the contractor shall use his best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent shall include the procedures set forth below:

a. The contractor shall use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor shall use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.

c. The contractor shall obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the Department and shall set forth what efforts have been made to obtain such information.

d. If the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor shall, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) If the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these specifications, such contractor shall immediately notify the Department.

#### 9. Subcontracting

a. The contractor shall use his best efforts to solicit bids from and utilize minority group subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from the Department.

b. The contractor shall use his best efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Records and Reports

a. The contractor shall keep such records as necessary to determine compliance with the contractor's EEO obligations. The records kept by the contractor shall indicate:

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(1) the number of minority and nonminority group members and women employed in each work classification on the project,

(2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force),

(3) the progress and efforts being made in locating, hiring, training, qualifying and upgrading minority and female employees, and

(4) the progress and efforts being made in securing the services of minority group subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department and the Federal Highway Administration.

c. The contractor shall submit an annual report to the Department each July for the duration of the project, indicating the number of minority, women and nonminority group employees currently engaged in each work classification required by the contract work. This information shall be reported on Form PR-1391. If job training is required, the contractor shall furnish Form DOTD 03-37-0014.

LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;  
Section IV, paragraphs 1, 2, 3, 4, and 7;  
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its

subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

*"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, preapprenticeship, and/or on-the-job training."*

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

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3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken

without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

#### 6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for member-

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ship in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

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a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

b. 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.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

## **2. Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

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

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

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

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer 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 the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

## **3. Payment of Fringe Benefits:**

a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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.

## **4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

### **a. Apprentices:**

(1) 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a

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person is employed in his/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.

(2) The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) 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 or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

*b. Trainees:*

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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.

*c. Helpers:*

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor 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, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, 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.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices,

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trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

#### **8. Violation:**

**Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

#### **9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL 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 8 above.

### **V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

#### **1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

#### **2. Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each apprentice, trainee, and helper) 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 the Regulations, 29 CFR 3;

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

e. 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 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

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inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting

organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## **VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform

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their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

**Notice to all Personnel engaged on Federal-Aid Highway Projects**

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

**X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 92-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

**XI. CERTIFICATION REGARDING DEBARMENT, INELIGIBILITY AND VOLUNTARY EXCLUSION**

**1. Instructions for Certification - Primary Covered Transactions:** (Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction,

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without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

\* \* \* \* \*

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

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

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

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Covered Transactions:** (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies

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available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion--Lower Tier  
Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XII. CERTIFICATION REGARDING USE OF  
CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than 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 Federal 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.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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**LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**REQUIRED CONTRACT PROVISIONS FOR  
DBE PARTICIPATION IN FEDERAL AID CONSTRUCTION  
CONTRACTS  
(DBE NO GOAL PROJECT)**

**A. AUTHORITY AND DIRECTIVE:** The Code of Federal Regulations, Title 49, Part 26 (49 CFR 26) as amended and the Louisiana Department of Transportation and Development's (DOTD) Disadvantaged Business Enterprise (DBE) Program, are hereby made a part of and incorporated by reference into this contract. Copies of these documents are available upon request, from DOTD, Compliance Programs Office, P. O. Box 94245, Baton Rouge, LA 70804-9245.

**B. POLICY:** It is the policy of the DOTD that it shall not discriminate on the basis of race, color, national origin, or sex in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. The DOTD shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT assisted contracts. The DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification of failure to carry out the approved DBE program, the US DOT may impose sanctions as provided for under 49 CFR Part 26 and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq).

**C. DBE OBLIGATION:** The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DOTD deems appropriate.

The preceding policy and DBE obligation shall apply to this contract and shall be included in the requirements of any subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of contract and, after notification by DOTD, may result in termination of the contract, a deduction from the contract funds due or to become due the contractor or other such remedy as DOTD deems appropriate. The contractor is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

The term DBE is inclusive of women business enterprises (WBE) and all obligations applicable to DBE shall apply to firms certified and listed as WBE.

**D. SPECIFIC CONTRACTOR REQUIREMENTS:** This project has not been selected for a specific DBE goal; however, the contractor is required to meet the following obligations and by signing this bid gives the assurances that:

(1) The contractor shall not discriminate on the basis of race, color, national origin, or sex in subcontracting work on this project.

(2) The contractor shall promptly pay subcontractors and suppliers, including DBE, their respective subcontract amounts within 14 calendar days after the contractor receives payment from DOTD for the items of work performed by the subcontractors in accordance with Louisiana Revised Statute 9:2784.

a. Contractors shall pay subcontractors for work satisfactorily performed by the subcontractor within 14 calendar days after receipt of payment from the DOTD for subcontracted work. Retainage may be withheld by the contractor pending completion of a subcontractor's work in accordance with the terms of the subcontract. Retainage must be released by the contractor within 30 calendar days after satisfactory completion of the subcontractor's work for which payment for the completed work has been received from the DOTD.

b. Acceptance of the subcontracted work by the Project Engineer shall constitute satisfactory completion of subcontracted work. Delay or postponement of payment to the subcontractor may be imposed by the contractor when there is evidence that the subcontractor has failed to pay its labor force and suppliers for materials received and used on the project. Delay or postponement must have written approval by the Project Engineer.

(3) The contractor shall submit DOTD Forms OMF-1A, Request to Sublet, and OMF-2A, Subcontractor's EEO Certification and have them approved by the DOTD prior to any subcontracting work being performed. The requirements of Subsection 108.01, Subletting of Contract, of the Project Specifications shall be met.

(4) The contractor understands that these provisions are applicable to all bidders including DBE bidders.

GENERAL DECISION: LA20070034 10/26/2007 LA34

Date: October 26, 2007

General Decision Number: LA20070034 10/26/2007

Superseded General Decision Number: LA20030034

State: Louisiana

Construction Type: Highway

Counties: Bossier, Caddo, Ouachita, Rapides and Webster  
Counties in Louisiana.

HIGHWAY CONSTRUCTION PROJECTS (Does not include building  
structures in rest area projects, includes the city of  
Shreveport)

Modification Number	Publication Date
0	02/09/2007
1	07/20/2007
2	09/07/2007
3	10/26/2007

\* ELEC0194-009 09/06/2007

BOSSIER, CADDO, AND WEBSTER PARISHES

	Rates	Fringes
ELECTRICIAN (including traffic signal wiring and installation) Lineman and Heavy Equipment Operator.....	\$ 22.35	8.56
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ELEC0446-008 09/01/2007		

OUACHITA PARISH:

	Rates	Fringes
ELECTRICIAN (including traffic signal wiring and installation).....	\$ 19.80	6.48
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ELEC0576-008 01/01/2007		

RAPIDES PARISH:

	Rates	Fringes
ELECTRICIAN (including traffic signal wiring and installation).....	\$ 20.80	5.03
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	Rates	Fringes
CARPENTER (including formbuilding/formsetting).....\$	13.80	0.00
Cement Mason/Concrete Finisher...\$	12.80	0.00
IRONWORKER, REINFORCING.....\$	15.51	0.00
Laborers		
Asphalt Raker.....\$	8.88	0.80
General including landscape/erosion.....\$	8.61	0.80
Guardrail.....\$	8.26	0.80
Jackhammer/Vibrator.....\$	8.00	0.00
Mason Tender.....\$	9.20	0.80
Pipelayer.....\$	9.18	0.80
Striping/Pavement Marker including paint striping and attachment of reflector buttons.....\$	8.48	0.80
Traffic Control including flagger, sign placement, barricades, and cones.....\$	8.09	0.80
PILEDRIVERMAN.....\$	14.75	0.00
Power Equipment Operators		
Air Compressor.....\$	13.08	2.20
Asphalt Distributor.....\$	13.08	2.20
Asphalt Paving Machine.....\$	12.87	0.18
Asphalt Screed.....\$	10.83	0.00
Asphalt/Aggregate Spreader..\$	11.76	0.00
Backhoe/Excavator.....\$	12.79	0.00
Broom/Sweeper.....\$	10.69	0.00
Bulldozer.....\$	13.21	0.00
Concrete Saw.....\$	13.08	2.20
Crane.....\$	14.38	0.00
Front End Loader.....\$	11.01	0.00
Mechanic.....\$	13.08	2.20
Milling/Cold Planing Machine including rotomill and CMI cutter.....\$	12.14	0.00
Motor Grader/Blade.....\$	13.26	0.00
MTV/Shuttlebuggy.....\$	11.68	0.00
Oiler.....\$	13.08	2.20
Post Driver.....\$	12.49	0.00
Roller.....\$	11.38	0.00
Stabilizer.....\$	10.83	0.00
Trackhoe.....\$	13.00	0.00
Tractor.....\$	13.00	0.00
Truck drivers		
Dump (all types).....\$	11.86	0.00
Flatbed.....\$	11.20	0.00

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Lowboy.....	\$ 12.18	0.00
Pickup including paint		
truck.....	\$ 10.50	0.00
Tack.....	\$ 10.25	0.00
Water.....	\$ 12.43	0.00

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

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

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations

Wage and Hour Division

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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STANDARD PLANS TO BE  
USED ON THIS PROJECT

STANDARD PLAN REV. DATE

PM-01

01-21-98

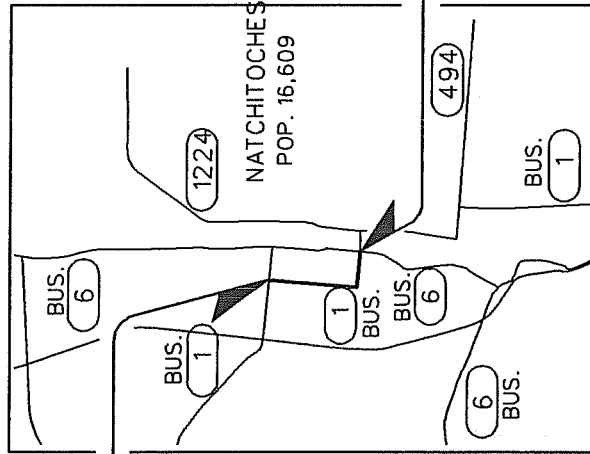
STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

PLAN OF PROPOSED

# STATE HIGHWAY

F.A.P. NO. 3506(503)  
STATE PROJECT NO. 053-05-0044  
BUSINESS LA 1 MINOR OVERLAY (CM)  
NATCHITOCHES PARISH  
LA 1

C.S.L.M. 0.587  
STATION 40+99.0  
END F.A.P.  
NO. 3506(503)  
END STATE PROJECT  
NO. 053-05-0044



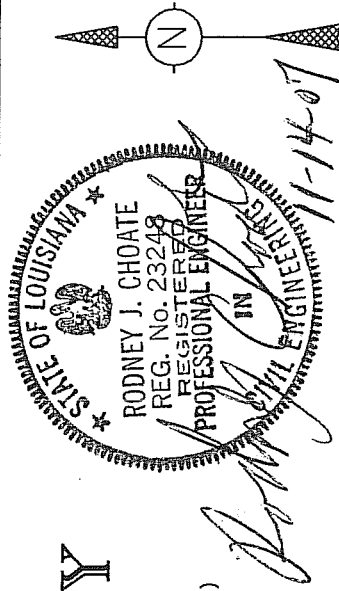
2007 A.D.T. = 8301

TYPE OF WORK =  
COLD PLANING, SUPERPAVE ASPHALTIC  
CONCRETE

Date	Revision	Date	Recommended	Date	Approved

The 2006 Louisiana DOTD Standard Specifications  
for Roads and Bridges, as amended by the project specifications, shall govern on this project.

F.A.P. NUMBER	STATE PROJECT	PARISH	SHEET NUMBER
3506(503)	053-05-0044	Natchitoches	1



C.S.L.M. 0.000  
STATION 10+00.0  
BEGIN F.A.P.  
NO. 3506(503)  
BEGIN STATE PROJECT  
NO. 053-05-0044

RECOMMENDED FOR APPROVAL  
DISTRICT ADMINISTRATOR

APPROVED BY  
CHIEF ENGINEER

DATE  
11-27-07

# INDEX

[illegible]

FOR INFORMATION ONLY

State Project No.	Parish	Sheet No.
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# DESIGN CONCEPT

## PROJECT LOCATION

The project begins at station 10+00, which is at the edge of travel of Front Street, and proceeds 0.587 miles northwestwardly along La 1 to station 40+99 which is located at the edge of travel of Texas Street.

## EXISTING ROADWAY

The existing roadway is 45/30 ft. wide. Surfacing is asphaltic concrete over a PCCP base.

Station 10+00 to 19+10 : 45 foot wide travelway with parking areas located within a curb and gutter section.

Station 19+10 to 40+99 : 30 foot wide travelway, including limited parking areas, located within a curb and gutter section.

## PROPOSED ROADWAY

The roadway shall be cold planed 2" and surfaced with 2" of Superpave Asphaltic Concrete Wearing (Level 1F).

## ADDITIONAL WORK

Other work shall include pavement patching, adjusting manholes and water valves, plastic pavement markings, reflectorized raised pavement markers, and sawing and sealing of pavement joints.

# PROJECT NOTES

State Project No.		Parish	Sheet No.
053-05-0044		Natchitoches	4
			Sheet 1 of 2
1)	<b>PROJECT STATIONING:</b>		
	Stationing on this project begins at the edge of travel of Front Street and proceeds along the right edge of La 1 Bus.		
2)	<b>BUTT JOINTS AND SURFACING AT TIE-INS:</b>		
	Vertical butt joints at tie-ins to existing pavement and structures (where applicable) are required on this project(s) at all locations noted in the plans.		
	The Contractor shall note that such locations may have existing dips or undulations requiring grade adjustments to achieve an acceptable surface.		
	The Engineer will determine if satisfactory results have been achieved by the Contractor and may require from the Contractor, for his own information, profile, string-line and/or survey data of finished work. Unsatisfactory tie-ins shall be corrected by the Contractor, as approved by the Engineer.		
	Butt joints to be paid under Item 509-01.		
3)	<b>GENERAL REQUIREMENTS FOR "CM" PROJECTS:</b>		
	The contractor shall be responsible for recording the location of all existing pavement markings and laying out the replacement markings, subject to approval by the Engineer.		
4)	<b>ITEM 509-01, COLD PLANING ASPHALTIC PAVEMENT:</b>		
	<b>ITEM 509-02, CONTRACTOR RETAINED RECLAIMED ASPHALTIC PAVEMENT:</b>		
	The Contractor is responsible for all cold planing depth and number of passes required to meet plan intent, with all costs included under this Item. Recycled Asphaltic Pavement (R.A.P.) generated by the project shall be allotted as follows:		
	-- 50 c.y. shall be donated to the Municipality of Natchitoches, and be delivered to a site NO GREATER than 5 miles from the project.		
	-- All remaining project generated R.A.P. materials will be retained by the Contractor under the provisions of Contract Item 509-02.		
	The Contractor is not required to perform stockpile operations with materials donated to local government entities. R.A.P. materials shall be measured for donation by vehicular measurement, and be delivered at no extra pay.		
5)	<b>ITEM 510-01-B, PAVEMENT PATCHING (12" Minimum Thickness):</b>		
	<b>ITEM S-001, SAW CUTTING:</b>		
	12" Minimum Depth patching is included for use to patch the roadway.		
	Full depth sawcuts are required around ALL patch perimeters, paid as "Saw Cutting". Unless otherwise allowed or directed, the Contractor shall maintain traffic, and close only one lane of traffic at a time. Unless used in conjunction with Rigid Pavement during composite patching, all travel lanes shall be open for use during non-working hours when prosecuting this work. When patching depth exceeds 12" asphaltic concrete patching material shall be placed in at least two courses of approximately equal thickness. Each course of patch shall receive compactive effort and the patch shall meet the density requirements of the Specifications. Payment adjustment for overdepth or underdepth will be as per Section 510.		
	The Contractor shall note that <b>UNDER THIS PAY ITEM</b> , Portland Cement Concrete for patching is not a requirement.		
	The Contractor shall note that there is Old Rigid Pavement underlying existing surfacing, requiring removal, and shall consider this in his bidding.		

# PROJECT NOTES

State Project No.	Parish	Sheet No.
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CONT.

Sheet 2 of 2

**6) ITEM 702-04-A, ADJUSTING MANHOLES:**

Adjustment by the use of metal rings shall produce a product set at the proper cross slope and shall be within +/- 1/8 inch of the finished roadway grade. If metal adjustment rings cannot produce a finished product of these Specifications, the adjustment shall be made by reconstruction. Asphaltic concrete shall be used for fill around utility openings and shall be compacted with mechanized equipment and graded to the satisfaction of the Engineer. Cost of all work to be included in the bid price of this item.

Prior to adjusting any access covers managed by Bellsouth Co., the Contractor shall give the company 48 hours notice so that they may take any precautions they deem necessary to protect their facilities. The contact phone number is 1-800-272-3020.

**7) ITEM 732-01-C, PLASTIC PAVEMENT STRIPING (8" Width):**

**ITEM 732-01-E, PLASTIC PAVEMENT STRIPING (24" Width):**

This Item is included to replace existing turn lane line(s) and stop bar(s).

The Engineer will consult the District Traffic Operations Engineer for the precise placement of the marking.

**8) ITEM 732-01-D, PLASTIC PAVEMENT STRIPING (12" Width):**

This item is included for replacing two cross walks.

**9) ITEM 732-02-A, PLASTIC PAVEMENT STRIPING (Solid Line)(4" Width):**

The CENTER line of the travelway will be marked, as well as the EDGELINES from stations 10+00 - 19+10.

**10) ITEMS S-002, SAWCUTS IN ASPHALTIC CONCRETE LIFTS:**

**ITEMS S-003, SAWING AND SEALING TRANSVERSE JOINTS IN ASPHALTIC CONCRETE OVERLAY:**

**ITEMS S-004, SAWING AND SEALING LONGITUDINAL JOINTS IN ASPHALTIC CONCRETE OVERLAY:**

**THE INITIAL 1/8" SAW CUT SHALL BE MADE WITHIN 12 HOURS OF PLACEMENT OF THE ASPHALTIC CONCRETE LIFT.**

This Item is included for use to treat transverse and longitudinal joints where concrete or composite pavement is being resurfaced.

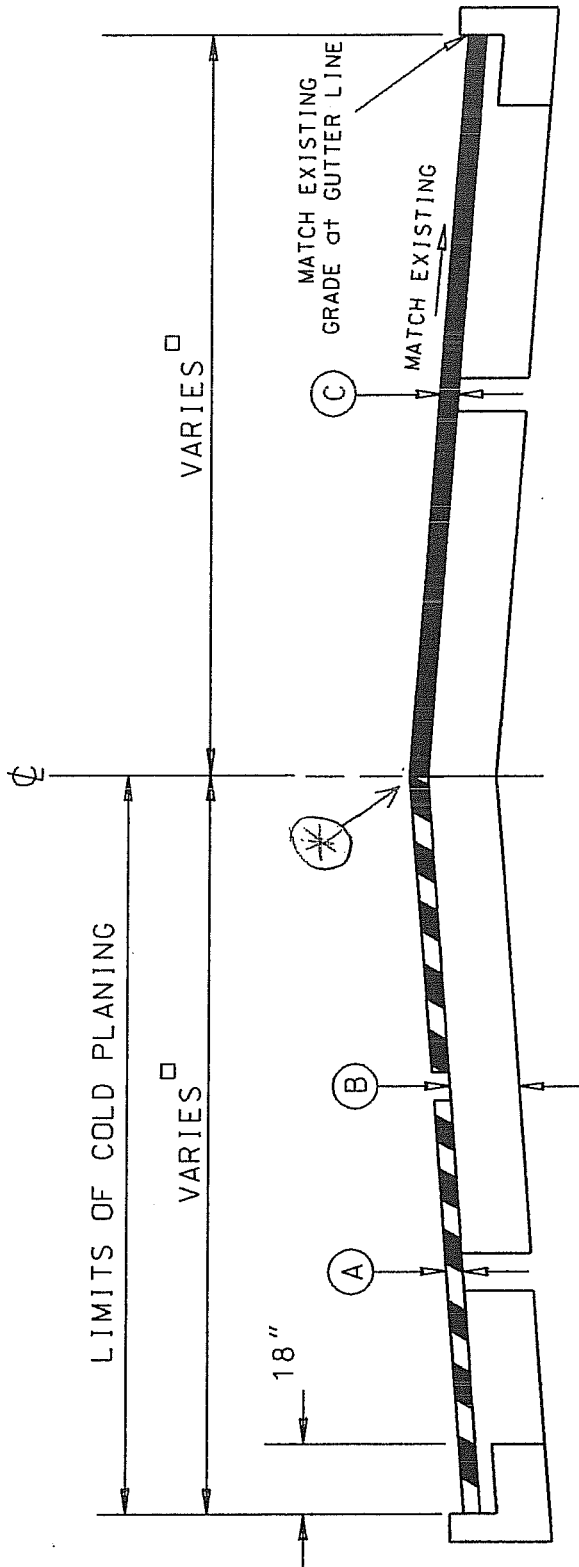
PRIOR TO EXECUTING THIS ITEM, THE CONTRACTOR SHALL HAVE ANY INTENDED TEMPORARY PAVEMENT MARKINGS IN PLACE.

All applicable joints shall be sawed and sealed as directed by the Engineer. For more information see the Typical Section(s) and Special Detail

"Sawing and Sealing Joints in Asphaltic Concrete Overlay". The Contractor shall mark or otherwise record locations of existing joints, by an approved method, so as to cause these items of work to be performed directly over existing or underlying joints.

NOT TO SCALE

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TYPICAL HALF SECTION  
FOR EXISTING ROADWAY

TYPICAL HALF SECTION  
FOR PROPOSED ROADWAY

APPLIES TO STATIONS  
10+00.00 - 40+99.00

- (A) 2" Depth HMA to be Removed By Cold Planing.
- (B) Existing Surfacing and PCC Pavement to Remain After Cold Planing.
- (C) Req. : 2" Superpave Asphaltic Concrete (Wearing Course)(Type 1F).

See Cold Planing and Surfacing Sheet for widths.

(X) MATCH EXISTING LANE WIDTHS

20 YEAR E.S. A.L. FOR MIX LEVEL DESIGN = 1,710,000



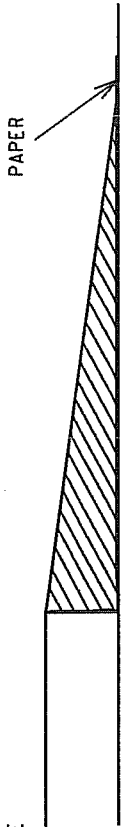


DATED 11/26/07 16:50:29

		F. A. P. NO. STP-3506(503)	STATE PROJECT 053-05-0044	PARISH NATCHITOCHES	SHEET NO. 8
SUMMARY OF ESTIMATED QUANTITIES					
ITEM NO.	ITEM	UNIT	QUANTITY S. P. NO. 053-05-0044	TOTAL QUANTITY	
502-01	SUPERPAVE ASPHALTIC CONCRETE	TON	1,307.1		
509-01	COLD PLANING ASPHALTIC PAVEMENT	SQYD	11,882		
509-02	CONTRACTOR RETAINED RECLAIMED ASPHALTIC PAVEMENT	CUYD	-627		
510-01-B	PAVEMENT PATCHING (12" MINIMUM THICKNESS)	SQYD	450		
702-04-A	ADJUSTING MANHOLES	EACH	7		
713-01	TEMPORARY SIGNS & BARRICADES	LUMP			
713-03-A	TEMPORARY PAVEMENT MARKINGS (BROKEN LINE) (4" WIDTH) (4' LENGTH)	MILE	1.174		
713-04-A	TEMPORARY PAVEMENT MARKINGS (SOLID LINE) (4" WIDTH)	MILE	2.348		
727-01	MOBILIZATION	LUMP			
731-02	REFLECTORIZED RAISED PAVEMENT MARKERS	EACH	130		
732-01-C	PLASTIC PAVEMENT STRIPING (8" WIDTH)	LNFT	100		
732-01-D	PLASTIC PAVEMENT STRIPING (12" WIDTH)	LNFT	180		
732-01-E	PLASTIC PAVEMENT STRIPING (24" WIDTH)	LNFT	66		
732-02-A	PLASTIC PAVEMENT STRIPING (SOLID LINE) (4" WIDTH)	MILE	1.600		
732-04-A	PLASTIC PAVEMENT LEGENDS & SYMBOLS (ARROW)	EACH	3		
740-01	CONSTRUCTION LAYOUT	LUMP			
741-11	ADJUSTING WATER VALVE AND METER BOX	EACH	8		
S-001	SAW CUTTING	LNFT	4,500		
S-002	SAWCUTS IN ASPHALTIC CONCRETE LIFTS	LNFT	4,478		
S-003	SAWING AND SEALING TRANSVERSE JOINTS IN ASPHALTIC CONCRETE OVERLAY	LNFT	2,278		
S-004	SAWING AND SEALING LONGITUDINAL JOINTS IN ASPHALTIC CONCRETE OVERLAY	LNFT	2,200		

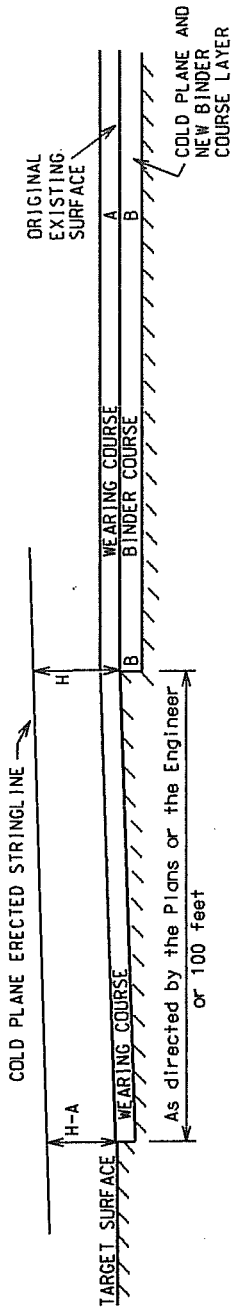
FOR INFORMATION ONLY

NOT TO SCALE	S.P. No.	PARISH	SHEET NO.
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### PAPER JOINT

A PAPER JOINT SHALL BE USED IN THE CONSTRUCTION OF ALL TRANSVERSE JOINTS IN BOTH COLD PLANING, BASE AND ASPHALT LAYDOWN. PAPER JOINT CONSTRUCTION WILL BE BASED ON A 1'-0" LENGTH PER 1/4" OF RISE. MINIMUM LENGTH SHALL BE 7'-0". COST OF PAPER JOINT SHALL BE INCLUDED IN ITS RESPECTIVE PAY ITEM FOR ASPHALTIC CONCRETE.

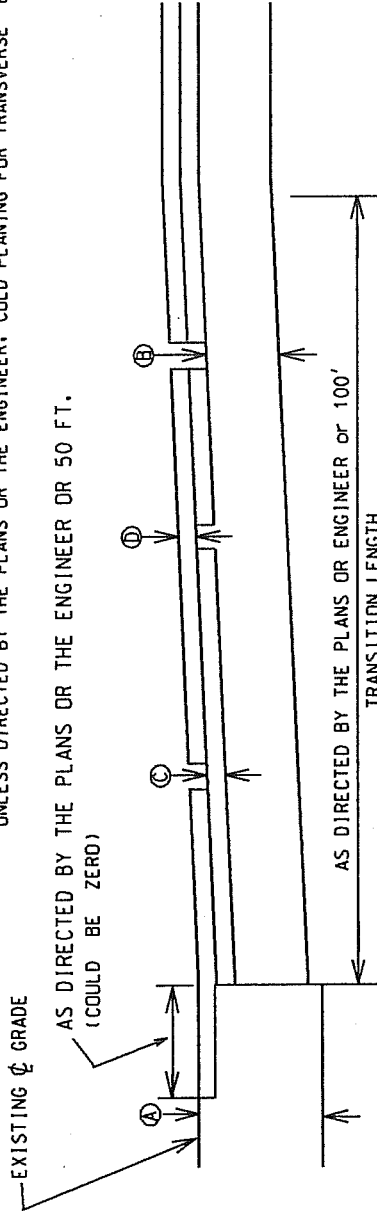


NOT TO SCALE

### LONGITUDINAL COLD PLANING TO BUTT JOINTS, (Typical Case)

(THIS CONFIGURATION IS TYPICAL. OTHER SITUATIONS WILL REQUIRE APPROPRIATE COLD PLANE STRATEGIES) EXCEPT WHEN DIRECTED BY THE PLANS OR THE ENGINEER, ALL MAINLINE PAVEMENT JOINTS SHALL BE FORMED WITH BUTT JOINTS AND SHALL BE STAGGERED WHEN MULTIPLE ROADWAY LIFTS REQUIRE ADDITIONAL BUTT JOINTS.

UNLESS DIRECTED BY THE PLANS OR THE ENGINEER, COLD PLANING FOR TRANSVERSE BUTT JOINTS SHALL BE BY ERECTED STRING LINE.



### TRANSITION TO BUTT JOINT (NEW BASE)

NOT TO SCALE

- Ⓐ EXISTING ROADWAY STRUCTURE
- Ⓑ REQUIRED BASE COURSE (ELEVATION TO BE ADJUSTED SO THAT THE TOP OF THE REQUIRED WEARING COURSE WILL MATCH GRADES WITH EXISTING SURFACING).
- Ⓒ REQUIRED BINDER COURSE
- Ⓓ REQUIRED WEARING COURSE

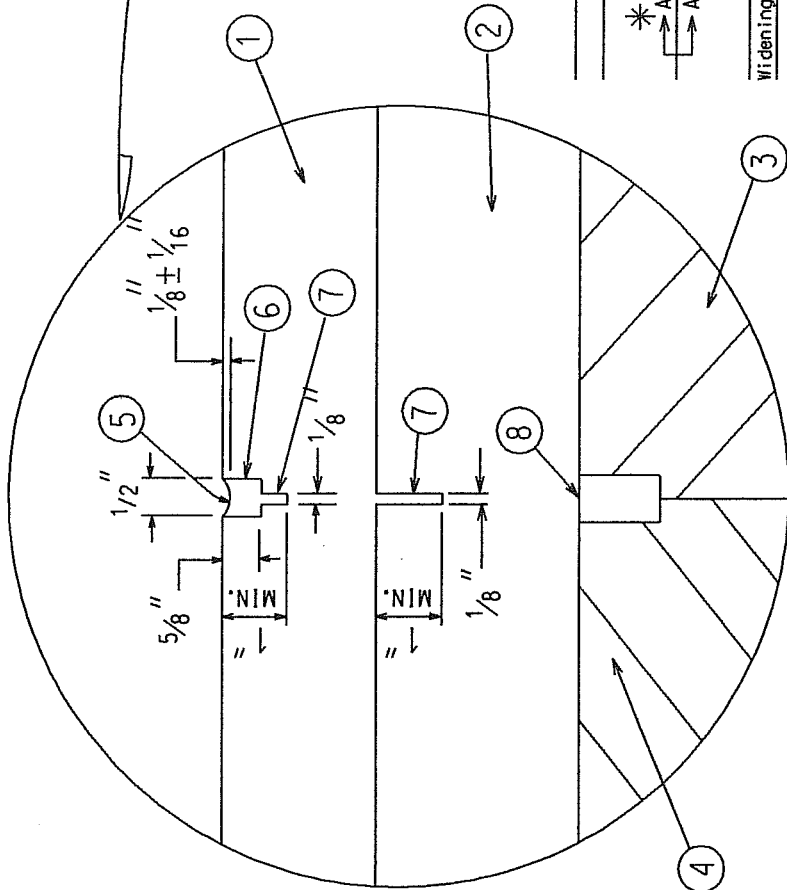
NOTE : USE DETAILS APPLICABLE TO THIS PROJECT

### BUTT JOINT AND PAPER JOINT DETAIL

STATE OF LOUISIANA	BY	1/1/05
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT		

DATE	DESCRIPTION	REVISIONS

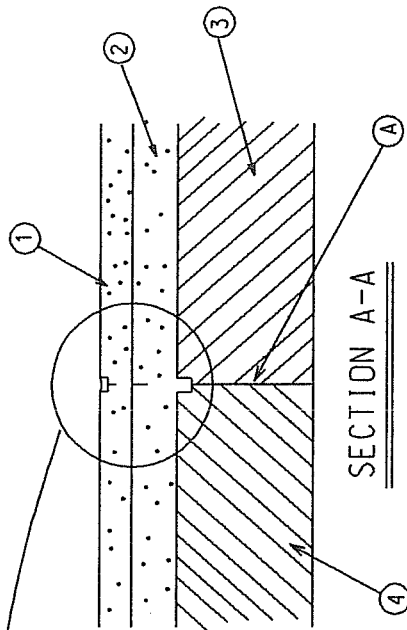
STATE PROJECT	PARISH	SHEET NO.
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① EXISTING JOINT LINE IN RIGID PAVEMENT OR BETWEEN RIGID AND NON-RIGID PAVEMENT

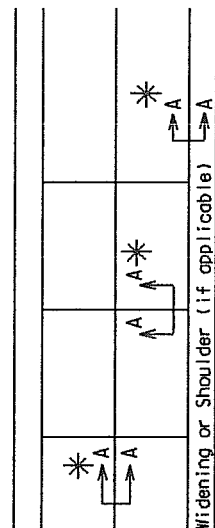
- ① REO'D. WEARING COURSE.
- ② BINDER COURSE (IF REQ'D.) OR ASPH. CONCRETE PATCH LEVELING.
- ③ EXISTING PAVEMENT OR REQUIRED PATCH
- ④ EXISTING PAVEMENT OR REQUIRED PATCH
- ⑤ HOT POURED SEALANT PER ASTM D6690, TYPE 11
- ⑥ LONGITUDINAL SAWCUT & SEALING TO BE PAID UNDER APPROPRIATE "S" ITEM.
- ⑦ TRANSVERSE SAWCUT & SEALING TO BE PAID UNDER ITEM APPROPRIATE "S" ITEM
- ⑧ SAWCUT TO BE PAID FOR UNDER ITEM APPROPRIATE "S" ITEM
- ⑨ EXISTING OR REESTABLISHED TRANSVERSE OR LONGITUDINAL JOINT.

NOT TO SCALE



SECTION A-A

\* JOINTS TO BE SEALED IF APPLICABLE TO PROJECT, AS DIRECTED ELSEWHERE IN THE PLANS, OR BY THE ENGINEER.



Note: Saw And Seal Joints Applicable To Conditions On The Project.

TYP. ROADWAY PLAN VIEW

SPECIAL DETAIL

DETAIL OF SAWING AND SEALING JOINTS IN ASPHALTIC CONCRETE OVERLAY

STATE OF LOUISIANA		DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT	
DATE	DESCRIPTION	BY	BY
	REVISIONS		
			RJC 1/1/2005

# GENERAL PROVISIONS

- All Temporary Traffic Control Devices used shall be in accordance with the LaDOTD Standard Specifications for Roads and Bridges, the Manual on Uniform Traffic Control Devices (MUTCD), and shall meet the National Cooperative Highway Research Program (NCHRP) 350 for Test Level 3 requirements.
- Materials used for Temporary Traffic Controls shall be in accordance with the LaDOTD Standard Specifications for Roads and Bridges and when applicable the LaDOTD Qualified Products List (QPL).
- No temporary traffic control shall be erected without the approval of the Project Engineer and unit work in about to begin, unless they are covered.
- No lane closures, lane shifts, diversions, or detours shall occur without the authorization of the Project Engineer.
- Responsibility is hereby placed upon the contractor for the installation, maintenance, and operation of all temporary traffic control devices called for in these plans or required by the Project Engineer for the protection of the traveling public as well as all Department and construction personnel.
- The contractor shall also be responsible for the maintenance of all permanent signs and pavement markings left in place as essential to the safe movement and guidance of traffic within the project limits.
- The District Traffic Operations Engineer (DTOE) shall serve as a technical advisor to the Project Engineer for all Traffic Control matters.
- "Road Work XX Miles" sign shall be required on all projects and located at beginning of the project unless otherwise noted. The sign shall be a minimum 36"x60" unless otherwise noted.
- Warning signs used for lane closures or lane shifts in which the roadway shall be returned to full public use within 14 hours or less may be placed on NCHRP350 approved portable sign frames.

## SPEED LIMITS

- Speed limits shall be lowered by 10 mph for any construction, maintenance, or utility operation that requires one or more of the following:
  - (A) the condition of the original highway is degraded due to mild surface or uneven pavements;
  - (B) work is in progress in the immediate vicinity of the travel way requiring lane closures, lane width reductions, or low speed diversions; (C) workers present on the shoulder within 2' of the edge of traveled way without barrier protection.
- The reduced speed zone shall apply to those portions of the project limits affected. The Project Engineer may allow SPEED LIMIT WHEN FLASHING signs to supplement reduced speed zones.
- At the end of the reduced speed zone, a speed limit sign displaying the original speed limit before construction shall be installed.
- If conditions warrant, the District Traffic Operations Engineer may authorize the reduction of the speed limit by more than 10 mph.

## PAVEMENT MARKINGS (See QPL)

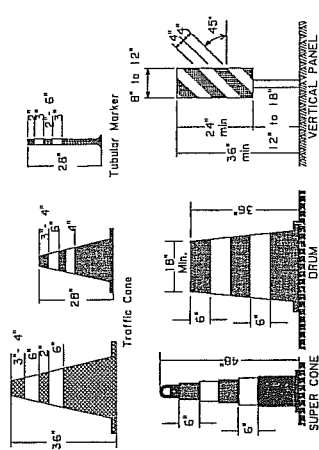
- All pavement markings within the limits of the project that are in contact with the project signing or that require traffic movements shall be rechecked and repainted by short clearing or grinding (Elevated) equipment that shall not be painted over with black paint or covered with tape.
- If special pavement markings are needed, they shall be reflectorized, removable, and accompanied by the proper signage.
- Temporary Raised Pavement Markers (RPMs) may be added to supplement temporary striping in areas of transition, in tapers, in detours, and in other areas of need as directed by the Project Engineer.
- Materials and placement of temporary pavement markings shall conform to section 713 of the Standard Specifications. If no pay item exists, temporary markings will be considered incidental to traffic control.

# SIGNS

- All signs used for temporary traffic controls shall follow the Department's Traffic Control (TC) details and the MUTCD. Signs shown in the TC illustrations are typical and may vary with each specific condition.
- Where appropriate signing for a specific condition may be required or substituted with the approval of the Project Engineer and reviewed by the District Traffic Operations Engineer.
- When projects are separated by less than one mile, they shall be signed as one project.
- At no time shall signs warning against a particular operation be left in place once the operation has been completed or where the obstacle has been removed.
- Signs over 10 sq ft shall be mounted on two post and signs over 20 sq ft shall be mounted on at least three post.
- Signs shall have a minimum of two bolts per post.
- Permanent signs no longer applicable or in conflict shall be removed or covered with a strong, lightweight, opaque material.
- Warning signs used for temporary traffic controls shall meet the following guidelines unless otherwise noted in the plans:
  - (A) size shall be 48" x 48"; (B) see the Department's Standard Specifications and the QPL for signing information; (C) a minimum of a 2 lb U-Channel post may be used driven to a minimum depth of 3'; (D) sign height shall be a minimum of 5' above the roadway surface unless there is a concern for pedestrians or bicycle traffic in which it shall be a minimum of 7'; (E) lateral distance of signs shall be a minimum of 6' from the edge of shoulder or edge of pavement if no shoulder exist and 2' from the back of curb in urban areas.
- Vinyl Roll Up signs will be allowed for short term less than 12 hours) daytime work provided that they meet all size, color, reflectivity requirements, and NCHRP 350.
- Mesh roll up signs shall not be allowed on any project.
- All signs shall be removed or covered when no longer applicable.
- Contractor shall use caution not to damage existing signs which remain in place. Any DOTD signs damaged by work operations shall be replaced.

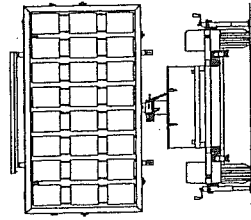
## CHANNELIZING DEVICES

- The following devices may be used:
  - Tubular Markers, Vertical Panels, Cones, Drums, and Super Cones.
- Drums (all standard spacing) and Super Cones (all standard spacing) are the only devices allowed to be used in taper areas on the interstate system during daylight hours. Only drums can be used in tapers during night operations.
- The spacing of channelizing devices in a taper should not exceed a distance in feet equal to 1.0 times the posted speed limit in mph (with a maximum of 50 feet).
- The spacing of channelizing devices in a tangent should not exceed a distance in feet equal to 2.0 times the posted speed limit in mph (with a maximum of 100 feet) unless otherwise noted.
- Retroreflective material pattern used on super cones shall match that used on drums.
- 28" traffic cones are not allowed on: 1) Interstates, 2) Highways with speeds greater than 40 mph. During night time operations: 1) 28" and 36" cones are not allowed, 2) drums are the only device allowed in the taper.



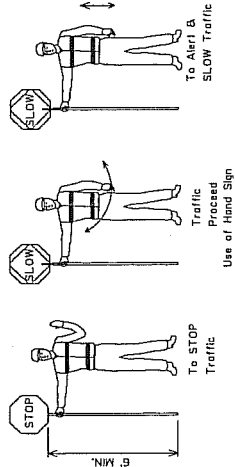
# PORTABLE CHANGEABLE MESSAGE SIGNS

- When working within the traveled way, including shoulders and auxiliary lanes, Changeable Message Signs (CMS) shall be used on all Interstate Highways and on all other roadways (where space is available) with an ADT greater than 20,000 and should be delineated with retroreflective TTC devices. CMS will be paid for by each.
- When used in advance of a lane closure or a lane shift, the CMS should be placed on the right hand side of the road a minimum distance of 2 miles in advance of the taper for Interstates and to be determined by the Engineer on other highways.
- If vehicles are queuing beyond the 2 mile CMS, an additional CMS should be placed on the right hand side of the road approximately 5 miles in advance of the taper for Interstates.
- CMS messages shall be approved by the District Traffic Operations Engineer (DTOE).
- When Portable Changeable Message signs are not being used, they should be removed; if not removed, they should be shielded by guardrail or barriers; or if the previous two options are not feasible, they should be delineated with retroreflective TTC devices.



## FLAGGERS

- All flaggers must be qualified. The contractor shall be responsible for training or ensuring that all flaggers are qualified to perform flagging duties. A certificate indicating completion of a flagger training course shall be available to the engineer if requested. A Qualified Flagger is one that has attended courses such as those offered by the American Traffic Safety Services Association (ATSSA) or other courses approved by the Louisiana DOTD's Work Zone Task Force.
- When utilized, a flagger shall use a minimum 18 inch sign on a minimum 6" stop/view paddle and wear ANSI Class 2 vest during day time operations and ANSI Class 3 ensemble during night operations. In all flagging operations, the flagger must be visible from flagger advance warning sign. Flaggers shall be properly trained.



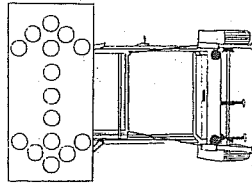
## TYPE III BARRICADES

- All barricades shall use Type 3 High Intensity Sheeting on both sides of the barricade.
- All Type III Barricades shall be a minimum of 8 feet in length and must meet NCHRP 350 requirements.
- When signs and lights are to be mounted to a barricade, they must meet NCHRP 350 requirements.

MUTCD website: <http://mutcd.fhwa.dot.gov/>

# FLASHING ARROW PANELS

- Flashing Arrow Panels shall be used for lane closures on all facilities with 2 or more lanes in a single direction and a speed limit greater than 35 mph.
- When used, flashing arrow panels should be located on the shoulder of the beginning of the taper.
- Where the shoulder width is limited, the flashing arrow panel should be placed within the closed lane as close to the beginning of the taper as practical.
- All Flashing Arrow Panels used on high speed roadways (45 mph and greater) shall be 4' x 8' Type C.
- When Flashing Arrow Panels signs are not being used, they should be removed; if not removed, they should be shielded by guardrail or barriers; or if the previous two options are not feasible, they should be delineated with retroreflective TTC devices.

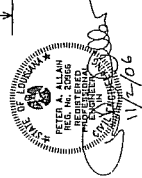
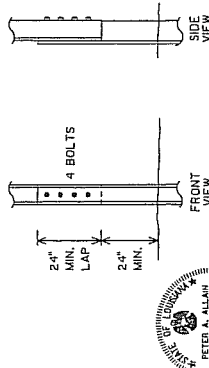


## LIGHTING (See QPL)

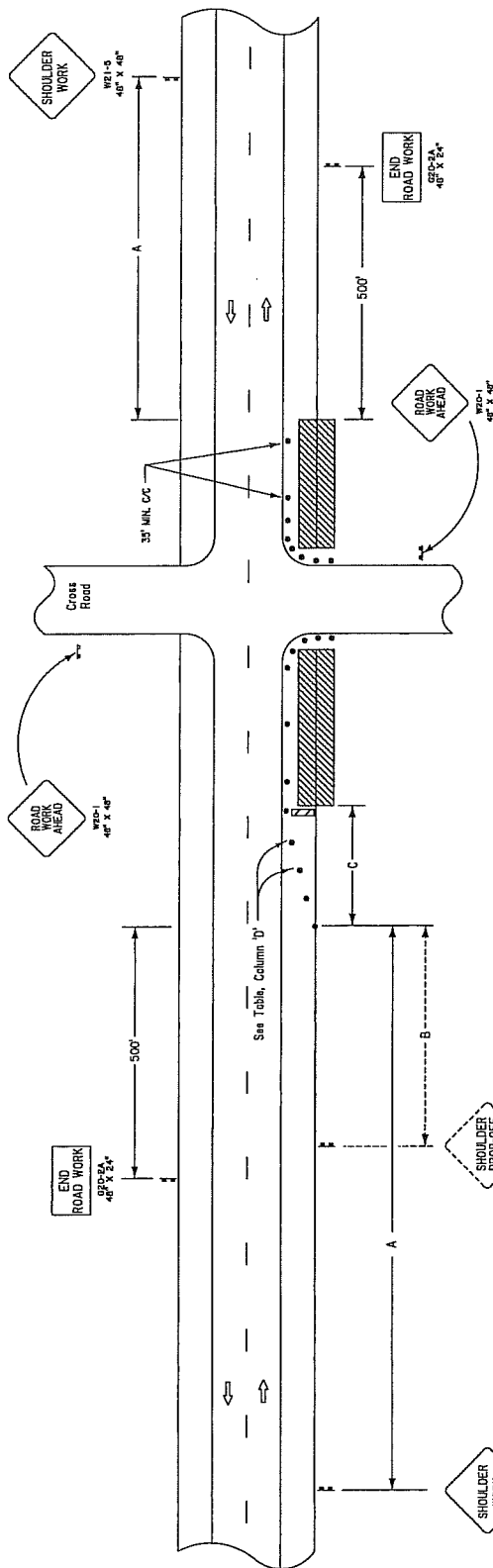
- When used for overnight closures, lighting shall supplement all barricades that are placed in a closed lane or that extend across a highway. Two Type B High Intensity Lights shall be used per lane closed in rural areas. In urban areas two Type A Low Intensity Lights may be used where adequate ambient lighting is available.
- One Type B High Intensity Light shall be used to supplement the first sign for pair of signs that gives warning about a lane closure during night time operations.
- Type C Arrow Down lights shall be used on all channelizing devices in the taper as well as the first two devices in the tangent, for night use.

## ALLOWABLE LAP SPICE FOR U-CHANNEL POST

- U-Channel posts may be spaced where long lengths are required. The upper section shall overlap the lower section by at least 24 inches. The bottom edge of the upper section of the splice shall be a minimum of 24 inches above the ground. The spliced sections shall be secured with at least four 3/8" inch diameter hex bolts spaced equally along the splice.



FOR INFORMATION ONLY



SPEED LIMIT	Sign Spacing		Shoulder Closure Taper	
	'A'	'B'	Minimum Taper Length	Maximum Device Spacing
35 mph	500'	250'	100'	25'
45 mph	1000'	350'	200'	45'
≥45 mph	1500'	500'	250'	50'

If horizontal curve radius is less than 300', devices spacing shall be 25'.

## VOTES

THIS SHEET SHALL BE USED WITH THE "TEMPORARY TRAFFIC CONTROL GENERAL NOTES SHEET (TC-00)".

1. THIS LAYOUT REPRESENTS TRAFFIC CONTROLS REQUIRED FOR WORKERS AND EQUIPMENT WITHIN THE CLEAR ZONE. THE CLEAR ZONE IS THE AREA OF ROADWAY LESS THAN 100 FEET FROM THE MUTED, PORTABLE SIGNS MAY BE USED FOR WORK LASTING LESS THAN 3 DAYS.
2. NO SIGNS OR BARRICADES ARE REQUIRED FOR EQUIPMENT OPERATING OR WORK IN PROGRESS OUTSIDE THE CLEAR ZONE.
3. SIGNS AND BARRICADES SHALL BE COVERED OR REMOVED DURING NONWORKING HOURS UNLESS A DROP-OFF OR PHYSICAL OBSTRUCTION REMAINS WITHIN THE CLEAR ZONE.
4. TRAFFIC CONES MAY BE USED AS CHANNELIZING DEVICES ALONG THE WORK AREA DURING DAYLIGHT HOURS ONLY.
5. WORK OR EQUIPMENT CONFINED TO A SPOT LOCATION LESS THAN 25 FEET FROM THE CLEAR ZONE SHALL BE MARKED BY BAYED DEVICES SPACED AT 25 FEET OR BY VEHICLES WITH A YELLOW REVOLVING LIGHT OR YELLOW STREET LIGHT VISIBLE TO ONCOMING TRAFFIC. WORK EXTENDING MORE THAN 200 FEET OF ROADWAY LENGTH SHALL BE MARKED WITH APPROPRIATE DEVICES SPACED AS NOTED IN THE TABLE.

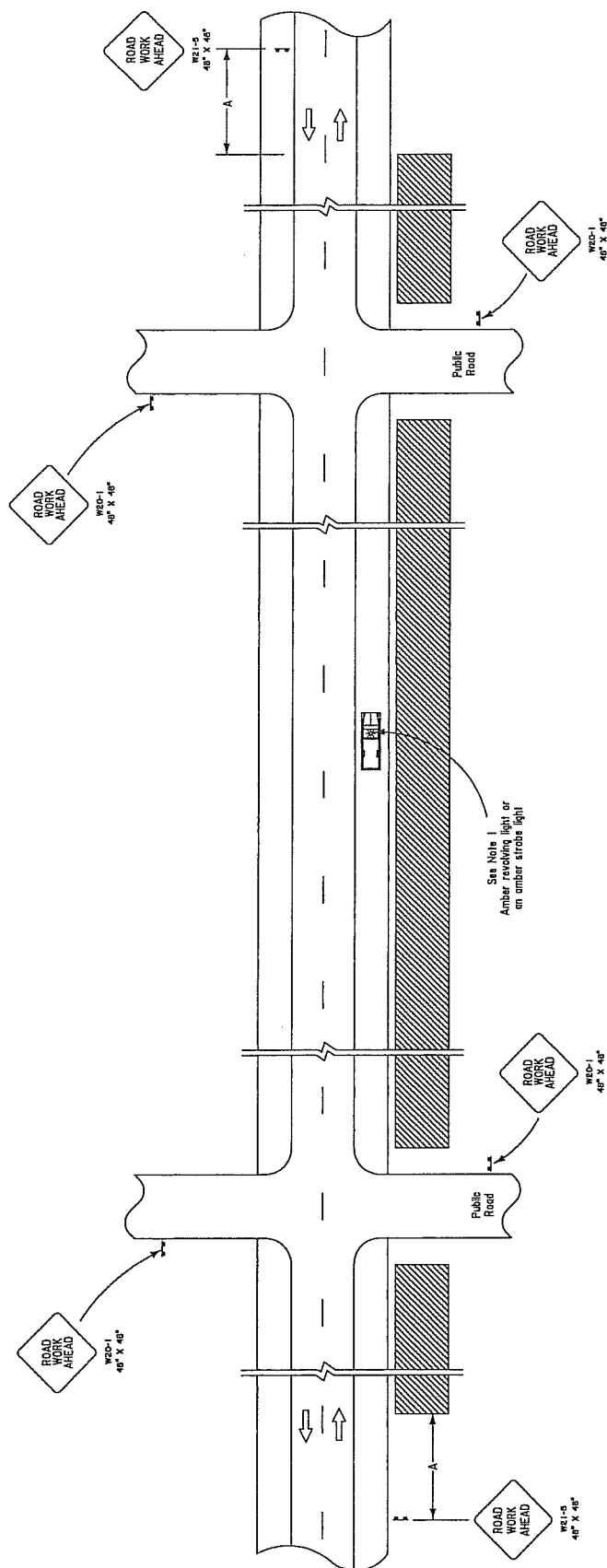
5. SHOULDER DROP-OFFS
  - A. WHEN A SHOULDER DROP-OFF GREATER THAN 2' BUT LESS THAN 5' EXISTS, A "SHOULDER DROP-OFF" SIGN WILL FOLLOW THE "SHOULDER WORK" SIGN. WHEN THE DROP-OFF EXCEEDS 5', THE "SHOULDER DROP-OFF" SIGN SHALL BE REPLACED BY A "NO SHOULDER" SIGN.
  - B. IF THE SPEED LIMIT IS GREATER THAN 45 MPH AND THE DROP-OFF IS 10' OR GREATER WITHIN 2' OF THE TRAVEL LANE DURING NONWORKING HOURS, A PORTABLE BARRIER SHALL BE USED.
  7. SPEED LIMIT IN THE ABOVE TABLE REFERS TO THE LEGALLY ESTABLISHED SPEED LIMIT BEFORE CONSTRUCTION. IF WORKERS ARE PRESENT WITHIN 2' OF TRAVEL LANE, SPEED LIMIT MAY NEED TO BE REDUCED.
  8. WHEN A WORK AREA HAS BEEN ESTABLISHED ON ONE SIDE OF THE ROADWAY ONLY, THERE SHALL BE NO CONFLICTING OPERATIONS OR PARKING ON THE OPPOSITE SHOULDER WITHIN 500 FEET OF THE WORK AREA.
  9. A TEMPORARY EDGELINE OR CHANNELIZING DEVICE SHALL BE PLACED AT THE PAVEMENT EDGE ADJACENT TO THE DROP-OFF DURING NONWORKING HOURS WHEN THE DROP-OFF IS GREATER THAN 2'.
  10. ANY SIGNS IN CONFLICT WITH CONSTRUCTION SIGNING SHALL BE REMOVED OR COVERED.
  11. MINIMUM CONSTRUCTION SIGNING: ANY ADDITIONAL SIGNS SHOWN IN THE MANUAL OF CONSTRUCTION SIGNING AND CONTROL DEVICES REQUIRED BY THE PROJECT ENGINEER SHALL BE INSTALLED UNDER ITEM 713-01.

2. TYPE III BARRICADES SHALL BE PLACED IN THE CLOSED LANE AT A 1000' INTERVAL WHERE NO ACTIVE WORK IS ON GOING AND THE LANE MUST REMAIN CLOSED. TYPE III BARRICADES ARE ALSO REQUIRED BEFORE EACH GROUP OF UNFILLED HOLES OR HOLES FILLED WITH TEMPORARY MATERIAL, OR WHERE UNCURED CONCRETE EXISTS.



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NOTES

THIS SHEET SHALL BE USED WITH THE "TEMPORARY TRAFFIC CONTROL GENERAL NOTES SHEET (TC-00)".

1. THIS LAYOUT REPRESENTS TRAFFIC CONTROLS REQUIRED FOR WORKERS AND OPERATIONS DURING THE CONSTRUCTION OF THE PROJECT. THE CLEAR RESULTS IN EQUIPMENT OR OTHER VEHICLES BEING PARKED IN THE CLEAR ZONE, BUT NOT WITHIN THE ROADWAY EACH VEHICLE SHALL HAVE AN AMBER LIGHT.
2. WHEN A WORK AREA HAS BEEN ESTABLISHED ON ONE SIDE OF THE ROADWAY ONLY, THERE SHALL BE NO PARKING ON THE OPPOSITE SHOULDER WITHIN 500 FEET OF THE WORK AREA.
3. SPEED LIMIT REFERS TO THE LEGALLY ESTABLISHED SPEED LIMIT BEFORE CONSTRUCTION.
4. AN ADDITIONAL "ROAD WORK AHEAD" SIGN SHALL BE PLACED AT EACH PUBLIC ROAD INTERSECTING THE PROJECT WITHIN THE WORK AREA.
5. ANY SIGNS IN CONFLICT WITH CONSTRUCTION SIGNING SHALL BE REMOVED OR COVERED.
6. MINIMUM CONSTRUCTION SIGNING: ANY ADDITIONAL SIGNS SHOWN IN THE LAYOUT OF THE PROJECT CONSTRUCTION SHALL BE INSTALLED AND MAINTAINED BY THE PROJECT ENGINEER. SHALL BE INSTALLED UNDER ITEM 713-01.

### LEGEND

### Traffic Sign

**Work Area**

SPEED LIMIT	Approximate Sign Spacing
	'A'
35 mph	500'
45 mph	1000'
55 mph	1500'

~~FOR INFORMATION ONLY~~





**STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND  
DEVELOPMENT**



**CONSTRUCTION PROPOSAL  
RETURNABLES  
FOR**

**FEDERAL AID PROJECT**

**STATE PROJECT NO. 053-05-0044  
BUS. LA 1 MINOR OVERLAY (CM)  
ROUTE LA 1  
NATCHITOCHES PARISH**

**FOR INFORMATION ONLY**

## BID BOND

A Bid Bond is required when the bidder's total bid amount as calculated by the Department in accordance with Subsection 103.01 is greater than \$50,000. *(See Section 102 of the Project Specifications.)*

\_\_\_\_\_, as Principal  
(Bidder) \_\_\_\_\_ and  
\_\_\_\_\_, as Surety,  
are bound unto the State of Louisiana, Department of Transportation and Development, (hereinafter called the Department) in the sum of five percent (5%) of the bidder's total bid amount as calculated by the Department for payment, of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, as solidary obligors.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The condition of this obligation is such that, whereas the Principal has submitted a bid to the Department on a contract for the construction of **STATE PROJECT NO. 053-05-0044, FEDERAL AIDE NO. 3506(503), BUS. LA 1 MINOR OVERLAY (CM), located in NATCHITOCHES PARISH on ROUTE LA 1**, if the bid is accepted and the Principal, within the specified time, enters into the contract in writing and gives bond with Surety acceptable to the Department for payment and performance of said contract, this obligation shall be void; otherwise to remain in effect.

\_\_\_\_\_  
Principal (Bidder or First Partner to Joint Venture)  
By \_\_\_\_\_  
Authorized Officer-Owner-Partner

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
If a Joint Venture, Second Partner  
By \_\_\_\_\_  
Authorized Officer-Owner-Partner

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Surety  
By \_\_\_\_\_ (Seal)  
Agent or Attorney-in-Fact

\_\_\_\_\_  
Typed or Printed Name

To receive a copy of the contract and subsequent correspondence / communication from LA DOTD, with respect to the bid bonds, the following information must be provided:

\_\_\_\_\_  
Bonding Agency or Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Agent or Representative

\_\_\_\_\_  
Phone Number / Fax Number

07/07  
Form CS 2A  
**FOR INFORMATION ONLY**

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
SCHEDULE OF ITEMS

LEAD PROJECT: 053-05-0044  
OTHER PROJECTS:

DATE: 11/27/07 10:32 PAGE: 1

ITEM NUMBER	APPROXIMATE QUANTITY	UNIT OF MEASURE	PAY ITEM UNIT PRICE (IN WORDS, INK OR TYPED)
502-01	1,307.1	TON	SUPERPAVE ASPHALTIC CONCRETE DOLLARS CENTS
509-01	11,882	SQUARE YARD	COLD PLANING ASPHALTIC PAVEMENT DOLLARS CENTS
509-02	- 627	CUBIC YARD	CONTRACTOR RETAINED RECLAIMED ASPHALTIC PAVEMENT DOLLARS CENTS
510-01-B	450	SQUARE YARD	PAVEMENT PATCHING (12" MINIMUM THICKNESS) DOLLARS CENTS
702-04-A	7	EACH	ADJUSTING MANHOLES DOLLARS CENTS
713-01	LUMP	LUMP SUM	TEMPORARY SIGNS & BARRICADES DOLLARS CENTS

FOR INFORMATION ONLY

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
SCHEDULE OF ITEMS

LEAD PROJECT: 053-05-0044  
OTHER PROJECTS:

DATE: 11/27/07 10:32 PAGE: 2

ITEM NUMBER	APPROXIMATE QUANTITY	UNIT OF MEASURE	PAY ITEM UNIT PRICE (IN WORDS, INK OR TYPED)
713-03-A	1.174	MILE	TEMPORARY PAVEMENT MARKINGS (BROKEN LINE) (4" WIDTH) (4' LENGTH)  DOLLARS CENTS
713-04-A	2.348	MILE	TEMPORARY PAVEMENT MARKINGS (SOLID LINE) (4" WIDTH)  DOLLARS CENTS
713-01	LUMP	LUMP SUM	MOBILIZATION  DOLLARS CENTS
731-02	130	EACH	REFLECTORIZED RAISED PAVEMENT MARKERS  DOLLARS CENTS
732-01-C	100	LINEAR FOOT	PLASTIC PAVEMENT STRIPING (8" WIDTH)  DOLLARS CENTS
732-01-D	180	LINEAR FOOT	PLASTIC PAVEMENT STRIPING (12" WIDTH)  DOLLARS CENTS

FOR INFORMATION ONLY

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
SCHEDULE OF ITEMS

LEAD PROJECT: 053-05-0044  
OTHER PROJECTS:

DATE: 11/27/07 10:32 PAGE: 3

ITEM NUMBER	APPROXIMATE QUANTITY	UNIT OF MEASURE	PAY ITEM UNIT PRICE (IN WORDS, INK OR TYPED)
732-01-E	66	LINEAR FOOT	PLASTIC PAVEMENT STRIPING (24" WIDTH)  DOLLARS CENTS
732-02-A	1.600	MILE	PLASTIC PAVEMENT STRIPING (SOLID LINE) (4" WIDTH)  DOLLARS CENTS
732-04-A	3	EACH	PLASTIC PAVEMENT LEGENDS & SYMBOLS (ARROW)  DOLLARS CENTS
740-01	LUMP	LUMP SUM	CONSTRUCTION LAYOUT  DOLLARS CENTS
741-11	8	EACH	ADJUSTING WATER VALVE AND METER BOX  DOLLARS CENTS
S-001	4,500	INCH FOOT	SAW CUTTING  DOLLARS CENTS

FOR INFORMATION ONLY

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
SCHEDULE OF ITEMS

LEAD PROJECT: 053-05-0044  
OTHER PROJECTS:

DATE: 11/27/07 10:32 PAGE: 4

ITEM NUMBER	APPROXIMATE QUANTITY	UNIT OF MEASURE	PAY ITEM UNIT PRICE (IN WORDS, INK OR TYPED)
S-002	4,478	LINEAR FOOT	SAWCUTS IN ASPHALTIC CONCRETE LIFTS  DOLLARS CENTS
S-003	2,278	LINEAR FOOT	SAWING AND SEALING TRANSVERSE JOINTS IN ASPHALTIC CONCRETE OVERLAY  DOLLARS CENTS
S-004	2,200	LINEAR FOOT	SAWING AND SEALING LONGITUDINAL JOINTS IN ASPHALTIC CONCRETE OVERLAY  DOLLARS CENTS

FOR INFORMATION ONLY

# CONSTRUCTION PROPOSAL SIGNATURE AND EXECUTION FORM

THIS FORM, THE SCHEDULE OF ITEMS, AND THE PROPOSAL GUARANTY MUST BE COMPLETED AS INDICATED AND SUBMITTED TO THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT (DOTD) TO CONSTITUTE A VALID BID

STATE PROJECT NO(S). 053-05-0044

FEDERAL AID PROJECT NO(S). 3506(503)

NAME OF PROJECT BUS. LA 1 MINOR OVERLAY (CM)

I (WE) HEREBY CERTIFY THAT I (WE) HAVE CAREFULLY EXAMINED THE PROPOSAL, PLANS AND SPECIFICATIONS, INCLUDING ANY AND ALL ADDENDA, AND THE SITE OF THE ABOVE PROJECT AND AM (ARE) FULLY COGNIZANT OF ALL PROPOSAL DOCUMENTS, THE MASTER COPY OF WHICH IS ON FILE AT DOTD HEADQUARTERS IN BATON ROUGE, LA., AND ALL WORK, MATERIALS AND LABOR REQUIRED THEREIN, AND AGREE TO PERFORM ALL WORK, AND SUPPLY ALL NECESSARY MATERIALS AND LABOR REQUIRED FOR SUCCESSFUL AND TIMELY COMPLETION OF THE ABOVE PROJECT AND TO ACCEPT THE SUMMATION OF THE PRODUCTS OF THE UNIT PRICES BID ON THE SCHEDULE OF ITEMS ATTACHED HERETO AND MADE A PART HEREOF MULTIPLIED BY THE ACTUAL QUANTITY OF UNIT OF MEASURE PERFORMED FOR EACH ITEM, AS AUDITED BY DOTD, AS FULL AND FINAL PAYMENT FOR ALL WORK, LABOR AND MATERIALS NECESSARY TO COMPLETE THE ABOVE PROJECT, SUBJECT TO INCREASE ONLY FOR PLAN CHANGES (CHANGE ORDERS) APPROVED BY THE DOTD CHIEF ENGINEER OR HIS DESIGNEE. THIS BID IS SUBMITTED IN ACCORDANCE WITH THE GENERAL BIDDING REQUIREMENTS IN THE CONSTRUCTION PROPOSAL AND ALL SPECIAL PROVISIONS, PLANS, SUPPLEMENTAL SPECIFICATIONS, AND THE LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES (2006 EDITION). I (WE) UNDERSTAND THAT THE SUMMATION OF THE PRODUCTS OF THE UNIT PRICES BID ON THE SCHEDULE OF ITEMS MULTIPLIED BY THE ESTIMATED QUANTITY OF UNIT OF MEASURE FOR EACH ITEM, ALONG WITH ANY OTHER FACTORS SPECIFIED TO BE APPLICABLE SUCH AS CONSTRUCTION TIME AND/OR LANE RENTAL, SHALL BE THE BASIS FOR THE COMPARISON OF BIDS. I (WE) UNDERSTAND THAT THE SCHEDULE OF ITEMS MUST CONTAIN UNIT PRICES WRITTEN OUT IN WORDS AND THAT THE SCHEDULE OF ITEMS SUBMITTED AS PART OF THIS BID IS ON THE FORM SUPPLIED BY DOTD IN THE BID PROPOSAL. MY (OUR) PROPOSAL GUARANTY IN THE AMOUNT SPECIFIED FOR THE PROJECT IS ATTACHED HERETO AS EVIDENCE OF MY (OUR) GOOD FAITH TO BE FORFEITED IF THIS BID IS ACCEPTED BY DOTD AND I (WE) FAIL TO COMPLY WITH ANY REQUIREMENT NECESSARY FOR AWARD AND EXECUTION OF THE CONTRACT, AS WELL AS, SIGN AND DELIVER THE CONTRACT AND PAYMENT/PERFORMANCE/RETAINAGE BOND AS REQUIRED IN THE SPECIFICATIONS.

## NONCOLLUSION DECLARATION (APPLICABLE TO FEDERAL-AID PROJECTS)

I (WE) DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND THE STATE OF LOUISIANA THAT I (WE) HAVE NOT DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THE CONTRACT FOR THIS PROJECT NOR VIOLATED LA. R.S. 48:254.

## BIDDER'S DBE GOAL STATEMENT (APPLICABLE TO DBE GOAL PROJECTS)

IF THIS PROJECT IS DESIGNATED BY SPECIAL PROVISION AS A DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL PROJECT IN ACCORDANCE WITH THE DBE PROVISIONS OF THIS CONTRACT, THE BIDDER ASSURES DOTD THAT HE/SHE WILL MEET OR EXCEED THE DBE CONTRACT GOAL, OR IF THE BIDDER CANNOT MEET THE REQUIRED DBE GOAL, THE BIDDER ASSURES DOTD THAT HE/SHE HAS MADE AND CAN DOCUMENT GOOD FAITH EFFORTS MADE TOWARDS MEETING THE GOAL REQUIREMENT IN ACCORDANCE WITH THE CONTRACT AND DBE PROGRAM MANUAL INCORPORATED HEREIN BY REFERENCE.

THE APPARENT LOW BIDDER SHALL COMPLETE AND SUBMIT TO THE DOTD COMPLIANCE PROGRAMS OFFICE, FORM CS-6AAA AND ATTACHMENT(S) AND, IF NECESSARY, DOCUMENTATION OF GOOD FAITH EFFORTS MADE BY THE BIDDER TOWARD MEETING THE GOAL, WITHIN TEN BUSINESS DAYS AFTER THE OPENING OF BIDS FOR THIS PROJECT. RESPONSIVENESS OF INFORMATION SUPPLIED IN THIS SECTION OF THIS CONSTRUCTION PROPOSAL SIGNATURE AND EXECUTION FORM IS GOVERNED BY THE DBE REQUIREMENTS INCLUDED WITHIN THE SPECIFICATIONS AND DBE PROGRAM MANUAL.

## CERTIFICATION OF EMPLOYMENT OF LOUISIANA RESIDENTS TRANSPORTATION INFRASTRUCTURE MODEL FOR ECONOMIC DEVELOPMENT (TIME) PROJECTS (APPLICABLE TO TIME PROJECTS)

IF THIS PROJECT IS DESIGNATED BY SPECIAL PROVISION AS A TRANSPORTATION INFRASTRUCTURE MODEL FOR ECONOMIC DEVELOPMENT (TIME) PROJECT AS DEFINED IN ACT NO. 16 OF THE 1989 FIRST EXTRAORDINARY SESSION OF THE LEGISLATURE WHICH ENACTED PART V OF CHAPTER 7 OF SUBTITLE II OF TITLE 47 OF THE LOUISIANA REVISED STATUTES OF 1950, COMPRISED OF R.S. 47:820.1 THROUGH 820.6.

THE BIDDER CERTIFIES THAT AT LEAST 80 PERCENT OF THE EMPLOYEES EMPLOYED ON THIS TIME PROJECT WILL BE LOUISIANA RESIDENTS IN ACCORDANCE WITH LOUISIANA R.S. 47:820.3.

## NON PARTICIPATION IN PAYMENT ADJUSTMENT (ASPHALT CEMENT AND FUELS) STATEMENT

IF THIS PROJECT IS DESIGNATED BY SPECIAL PROVISION AS BEING SUBJECT TO PAYMENT ADJUSTMENT FOR ASPHALT CEMENT AND/OR FUELS, THE BIDDER HAS THE OPTION OF REQUESTING EXCLUSION FROM SAID PAYMENT ADJUSTMENT PROVISIONS THAT ARE ESTABLISHED BY SPECIAL PROVISION ELSEWHERE HEREIN.

IF THE BIDDER DESIRES TO BE EXCLUDED FROM THESE PAYMENT ADJUSTMENT PROVISIONS,

THE BIDDER IS REQUIRED TO MARK HERE ☐

FAILURE TO MARK THIS BOX PRIOR TO BID OPENING WILL CONSTITUTE FORFEITURE OF THE BIDDER'S OPTION TO REQUEST EXCLUSION.

CS-14A  
8/06  
FOR INFORMATION ONLY



## BIDDER SIGNATURE REQUIREMENTS (APPLICABLE TO ALL PROJECTS)

THIS BID FOR THE CAPTIONED PROJECT IS SUBMITTED BY:

\_\_\_\_\_  
(Name of Principal (Individual, Firm, Corporation, or Joint Venture))

\_\_\_\_\_  
(If Joint Venture, Name of First Partner)

\_\_\_\_\_  
(Louisiana Contractor's License Number of Bidder or First Partner to Joint Venture)

\_\_\_\_\_  
(Business Street Address)

\_\_\_\_\_  
(Business Mailing Address, if different)

\_\_\_\_\_  
(Area Code and Telephone Number of Business)

\_\_\_\_\_  
(Telephone Number and Name of Contact Person)

\_\_\_\_\_  
(Telecopier Number, if any)

\_\_\_\_\_  
(If Joint Venture, Name of Second Partner)

\_\_\_\_\_  
(Louisiana Contractor's License Number of Second Partner to Joint Venture)

\_\_\_\_\_  
(Business Street Address)

\_\_\_\_\_  
(Business Mailing Address, if different)

\_\_\_\_\_  
(Area Code and Telephone Number of Business)

\_\_\_\_\_  
(Telephone Number and Name of Contact Person)

\_\_\_\_\_  
(Telecopier Number, if any)

ACTING ON BEHALF OF THE BIDDER, THIS IS TO ATTEST THAT THE UNDERSIGNED DULY AUTHORIZED REPRESENTATIVE OF THE ABOVE CAPTIONED FIRM, CORPORATION OR BUSINESS, BY SUBMISSION OF THIS BID, AGREES AND CERTIFIES THE TRUTH AND ACCURACY OF ALL PROVISIONS OF THIS PROPOSAL, INCLUSIVE OF THE REQUIREMENTS, STATEMENTS, DECLARATIONS AND CERTIFICATIONS ABOVE AND IN THE SCHEDULE OF ITEMS AND PROPOSAL GUARANTY. EXECUTION AND SIGNATURE OF THIS FORM AND SUBMISSION OF THE SCHEDULE OF ITEMS AND PROPOSAL GUARANTY SHALL CONSTITUTE AN IRREVOCABLE AND LEGALLY BINDING OFFER BY THE BIDDER.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date of Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date of Signature)

CONTRACTOR'S TOTAL BASE BID \$ \_\_\_\_\_

IT IS AGREED THAT THIS TOTAL, DETERMINED BY THE BIDDER, IS FOR PURPOSES OF OPENING AND READING BIDS ONLY, AND THAT THE LOW BID FOR THIS PROJECT WILL BE DETERMINED FROM THE EXTENSION AND TOTAL OF THE BID ITEMS BY DOTD.

CS-14AA  
08/06

FOR INFORMATION ONLY