

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

CONSTRUCTION PROPOSAL



FEDERAL AID PROJECT

**STATE PROJECT NO. 450-37-0022
MISSISSIPPI RIVER BRIDGE (LULING)
CABLE STAY REPLACEMENT
ROUTE I-310
ST. CHARLES PARISH**

**CONFERENCE NOTICE TO CONTRACTORS
PRE-BID CONFERENCE (MANDATORY ATTENDANCE)**

A mandatory pre-bid conference for this project for all bidders will be held at the DOTD Headquarters auditorium, located at 1201 Capitol Access Road, Baton Rouge, Louisiana 70802, on Tuesday, January 13, 2009 at 10:00 am. All interested parties and prospective bidders are encouraged to attend. All are advised to visit the site prior to bidding.



Edwin Lantzer

24 DECEMBER 2008

STATE PROJECT NO. 450-37-0022

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NOTICE TO CONTRACTORS (10/08)

Electronic bids and electronic bid bonds for the following project will be downloaded by the Department of Transportation and Development (DOTD) on **Wednesday, February 25, 2009**. **Paper bids and paper bid bonds will not be accepted.** Electronic bids and electronic bid bonds must be submitted through www.bidx.com prior to the electronic bidding deadline. Beginning at 10:00 a.m., all bids will be downloaded and posted online at <http://www.dotd.la.gov/cgi-bin/construction.asp>. No bids are accepted after 10:00 a.m.

DBE GOAL PROJECT

STATE PROJECT NO. 450-37-0022

FEDERAL AID PROJECT NO. 4507(502)

DESCRIPTION: MISSISSIPPI RIVER BRIDGE (LULING) CABLE STAY REPLACEMENT
ROUTE: I-310

PARISH: ST. CHARLES

LENGTH: 1.155 miles.

TYPE: REPLACEMENT OF EXISTING STAY CABLES, MISCELLANEOUS BRIDGE REPAIRS, AND RELATED WORK.

LIMITS: State Project No. 450-37-0022: LOCATED ON ROUTE I-310 OVER THE MISSISSIPPI RIVER AT LULING, LOUISIANA.

ESTIMATED COST RANGE: \$30,000,000 to \$50,000,000

PROJECT ENGINEER: WEBER, ALAN; 13911 Frere Street, Luling, LA, 70070, (504) 214-5849.

PROJECT MANAGER: FOSSIER, PAUL.

CONFERENCE NOTICE TO CONTRACTORS

PRE-BID CONFERENCE (MANDATORY ATTENDANCE)

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Bids must be prepared and 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.

NOTICE TO CONTRACTORS (CONTINUED)

Paper 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, 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. All Addenda, Amendments, Letters of Clarification, and Withdrawal Notices will be posted online. **Paper notices will not be distributed.** Construction proposal information may be accessed via the Internet at www.dotd.la.gov. From the home page, select ***Doing Business with DOTD*** from the left-hand menu, then select the appropriate letting date found under the ***Construction Letting Information*** pop-up menu. All project specific notices are posted under ***Construction Proposal Documents*** for this project. **It will be the responsibility of the bidder to check for updates.** If paper copies of the proposal are desired, the proposal cost is \$25.00. If paper copies of the plans are desired, the cost of the plans is \$12.00 for complete plans. The purchase price for paper plans and proposals is non-refundable. Additionally, 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.

All questions concerning the plans shall be submitted via the Electronic Plans Distribution Center known as **Falcon**. Questions submitted within 96 hours of the bid deadline may not be answered prior to bidding. Falcon may be accessed via the Internet at www.dotd.la.gov. From the home page, select ***Doing Business with DOTD*** from the left-hand menu, then select ***Construction Letting Information*** on the pop-up menu. On the Construction Letting Information page, select the link, ***DOTD's Plan Room***. Login to Falcon (or request an ID if a first-time user). Once logged in, you will have access to view Project Information, submit a question concerning the project, and view the plans. All submitted questions will be forwarded by email to the Project Manager and the Project Engineer for a response.

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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CONFERENCE NOTICE TO CONTRACTORS PRE-BID CONFERENCE (MANDATORY ATTENDANCE): A mandatory pre-bid conference for this project for all bidders will be held at the DOTD Headquarters auditorium, located at 1201 Capitol Access Road, Baton Rouge, Louisiana 70802, on Tuesday, January 13, 2009 at 10:00 am. All interested parties and prospective bidders are encouraged to attend. All are advised to visit the site prior to bidding.

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.

MANDATORY ELECTRONIC BIDS AND ELECTRONIC BID BONDS SUBMISSION (10/08): This project requires mandatory electronic bidding. All Specifications, whether Standard, Supplemental or Special Provisions, are hereby amended to delete any references regarding paper bids and the ability to submit paper bid forms.

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The contractor shall register online to be placed on the Louisiana Department of Transportation and Development (LA DOTD) prospective bidders list or for information only list.

Modifications to proposal documents will be posted on the Department's website at the following URL address: www.dotd.la.gov/cgi-bin/construction.asp.

LA DOTD shall not be responsible if the bidder cannot complete and submit a bid due to failure or incomplete delivery of the files submitted via the internet.

DBE PARTICIPATION IN FEDERAL AID CONSTRUCTION CONTRACTS (02/07):

This project is a DBE goal project. In accordance with the Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts elsewhere herein, the DBE goal for approved subcontracting work on this project is **six (6) percent** of the total contract bid price. The contractor shall submit DOTD Form OMF-1A (Request to Sublet) and have it approved by the Department before any subcontract work is done on the project. Only those businesses certified by the Department as Disadvantaged Business Enterprises (DBEs) may be utilized in fulfillment of the DBE goal requirement. Such businesses are those certified by the Louisiana Unified Certification Program on the basis of ownership and control by persons found to be socially and economically disadvantaged in accordance with Section 8(a) of the Small Business Act, as amended and Title 49, Code of Federal Regulations, Part 26 (49 CFR 26).

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 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.

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COST-PLUS-TIME BIDDING PROCEDURE (A + B METHOD)(08/06): The 2006 Standard Specifications and Supplemental Specifications, as amended elsewhere herein, are further amended as follows:

General. The process for bidding and the award of this project will take into account not only the contract amount bid but also the bidder's stated contract time in which the project will be completed to final acceptance. This method will only be used to determine the successful bidder. It will not be used to determine the award amount nor final payment to the contractor.

Definition of Terms. For this project the following definitions apply:

- (a) Calendar Day – Refer to Subsection 101.03.
- (b) Contract Amount – The summation of the products of the quantities shown in the Schedule of Items multiplied by the unit bid prices.
- (c) Contract Time – The number of calendar days stated in the successful bidders proposal to complete the project to final acceptance as adjusted by authorized extensions.
- (d) Daily Road User Cost – The amount which represents the average daily cost of interference and inconvenience to the road user. The Department has assigned a daily road user cost of \$2000 per calendar day for this project.
- (e) Final Acceptance – Refer to Subsection 105.17(b).

Preparation of Proposal. In addition to all other bidding requirements of the project specifications, the bidder shall state his required completion time in the space provided on the "CONTRACT TIME" form contained elsewhere herein. The proposed completion time shall be based on the construction phases shown in the plans in their respective order and will be a factor used in considering bids for award. The stated number of calendar days required for completion will be the contract time for this project should the bidder be successful. The total number of days stated by the bidder to complete the project shall not exceed the maximum allowable contract time stated on the "CONTRACT TIME" form contained elsewhere herein. Bids not including a contract time, or showing time to completion in excess of the maximum amount will be considered irregular and will be rejected.

Consideration of Bids. After bids are opened and read, they will be compared based on the Total Bid Amount as determined by the following formula. In case of equal total bid amounts between qualified bidders, award will be made to the bidder proposing the lowest contract time.

Total Bid Amount = A + B

Where:

A = the contract amount as defined herein.

B = the product of the number of calendar days of contract time stated by the bidder and the daily road user cost contained herein.

Conditional Notice to Proceed/Notice to Proceed. If this A + B project is awarded during the months of September, October or November, the Department will consider issuing a Conditional Notice to Proceed with an expiration date of March 1 of the following calendar year, whereupon a Notice to Proceed will become effective. Such request for delay from the contractor shall be in writing with justification for the delay. If a Conditional Notice to Proceed is issued then any assembly period, as provided in the special provision "Contract Time", is negated.

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Late Completion. Should the contractor fail to complete the project to final acceptance prior to expiration of the contract time, stipulated damages will be charged an amount equal to the daily road user cost stated herein.

INTENT OF CONTRACT (11/95): Subsection 104.01, Intent of Contract, is amended to include the following.

(a) **Covenant of Good Faith and Fair Dealing.**

This contract imposes an obligation of good faith and fair dealing in its performance and enforcement.

The contractor and the Department agree from the beginning to focus on creative cooperation, to avoid adverse confrontation, and to foster mutual respect, along with a positive commitment to honesty and integrity, and agree to the following mutual duties.

- (1) Each will function within the laws and statutes applicable to their duties and responsibilities.
- (2) Each will communicate in an open and candid manner.
- (3) Each will assist in the other's performance.
- (4) Each will avoid hindering the other's performance.
- (5) Each will proceed to fulfill its obligations diligently.
- (6) Each will cooperate in the common endeavor of the contract.

(b) **Voluntary Partnering.**

The Louisiana Department of Transportation and Development intends to encourage the foundation of a cohesive partnership with the contractor and its principal subcontractors and suppliers. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objective is a cooperative approach to contract management that will reduce costs, litigation, and "stress" while completing the project in accordance with the plans and specifications.

This partnership will be bilateral in makeup, and participation in partnering will be totally voluntary and is not a requirement of the contract.

A partnering conference is to be implemented and held prior to beginning construction. The contractor's management personnel and the Project Engineer will initiate a partnering development conference. They, working with the assistance of the District Construction Engineer, will make arrangements to determine the facilitator, the attendees at the conference, agenda of the conference, duration, and location. Persons required to be in attendance will be the Project Engineer and key project personnel; the contractor's on-site project manager and key project supervision personnel of both the prime and principal subcontractors and suppliers. The project design engineers, FHWA, key company representatives, and key local government personnel will also be invited to attend as necessary. The contractor and DOTD will also be required to have Regional/District and Corporate/State level managers on the project team.

Any cost associated with effectuating this partnering will be agreed to by both parties and will be shared equally and will be paid for in accordance with Subsection 109.04. The contractor, DOTD, FHWA and all others invited to the partnering conference will be responsible for any expenses incurred by their respective employees which includes salaries, travel, and lodging.

Follow-up conferences may be held periodically throughout the duration of the contract as agreed by the contractor and the DOTD.

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The establishment of a partnership charter on a project will not change the legal relationship of the parties to the contract nor relieve either party from any of the terms of the contract. This partnership charter is intended only to establish an environment of cooperation and communication between all parties involved with the completion of the project.

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 direct special attention to the maintenance of traffic at entrance and exit ramps particularly when construction operations are being conducted on the adjacent travel lanes of interstate highways. Additional signs, barricades, channelizing devices, etc. shall be provided and maintained by the contractor as directed by the engineer and their cost shall be included in the prices bid on the Temporary Signs and Barricades pay items.

The roadway and shoulders shall remain open to traffic as much as possible during nonwork periods as directed by the engineer. During the period that all lanes are open to traffic, the contractor shall neither store material nor park equipment on roadway shoulders.

LANE CLOSURE RESTRICTIONS: All lanes and ramps shall remain open to traffic and no work shall be performed except during the times when lane and ramp closures are allowed. Lane and ramp closures shall only be allowed while work is being performed. If an exit or entrance ramp is closed, then the exit or entrance ramp in the same direction at the next interchange must be open. Unless specified otherwise, a maximum of one lane per direction can be closed at the same time.

Northbound and Southbound interstate single lane closures shall be allowed only at night and only during the following times:

- 7 pm Sun to 5 am Mon
- 7 pm Mon to 5 am Tues
- 7 pm Tues to 5 am Wed
- 7 pm Wed to 5 am Thurs
- 7 pm Thurs to 5 am Fri

Before the interstate is closed, all detour signs and warning signs shall be in place to tell the motorist that the interstate will be closed.

No work will be allowed, all lanes shall be open, and all time charges will stop during the New Years, Mardi Gras, Easter, Memorial Day, Independence Day, Labor Day and during Thanksgiving and Christmas holiday periods as defined by the project engineer. No work will be allowed, all lanes shall be open, and all time charges will stop during any contraflow operations.

All lane closures, even if within the required lane closure times, must be approved by the project engineer, and requests must be submitted 5 days in advance of the lane closure. The contractor will be charged a lane closure penalty for any lanes closed without the authorization of the Project Engineer. The penalty will be assessed according to the late lane opening penalty.

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The contractor shall observe the queue during lane closures. If the queue is observed to be greater than 30 minutes, the lane shall be opened until the queue is cleared.

LATE LANE OPENING PENALTY: A late lane opening penalty shall be charged to the contractor for any lane closure on any roadway or ramp which extends beyond the allowable closure times. The penalty shall include short-term closures due to moving operations. The penalty shall be computed in hour increments only with fractions of an hour rounded up to the next whole hour. The penalty shall be assessed as per the following table:

Length of closure beyond the allowable closure times	Hourly penalty as a percentage of the daily penalty
First Hour	25%
Second Hour	25%
Third Hour	25%
Fourth Hour	25%
Remaining Hours	No additional penalty

The late lane opening penalty shall be assessed at a rate of **\$45,000** per day. Any monies assessed for late lane opening penalties shall be deducted from partial payments due the contractor as stipulated damages.

PUBLIC CONVENIENCE AND SAFETY (09/05): Subsection 107.07 of the Standard Specifications is amended to include the following.

The procurement of police officers for public safety during construction shall be in accordance with the Department's Policy for Use of Police Officers in Construction/Maintenance Work Zones. The DOTD project engineer shall determine the need for police officers to assist in controlling traffic in a particular work zone. The number of officers needed, the tasks they will perform, and their location within the work zone will vary as a function of the zone type. Police officers shall be placed at strategic locations at times during construction as determined by the DOTD project engineer.

The three types of law enforcement services are Police Presence, Police Enforcement and Police Traffic Control. Police Presence is defined as the use of police officers at the beginning of the active work zone area utilizing their blue lights to gain the attention of drivers. Police Enforcement is utilized when enforcement is required to enhance the safe operation of the work zone. Police Traffic Control is to be used in detour / diversion situations.

The DOTD project engineer will extend an invitation to the appropriate Louisiana State Police (LSP) Troop Commander to attend the pre-construction conference.

Prior to commencing the work on the project, the contractor shall contact the LSP Troop Commander to obtain law enforcement services of police officers during construction. If the LSP Troop is unable to provide law enforcement services for the project work zone, the LSP Troop Commander or the contractor will extend the invitation to the appropriate local law enforcement authorities.

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Police officers will report directly to the contractor. However, the contractor will not have the authority to direct the placement of the police officer or the patrol vehicle in situations that are contrary to established procedures and/or could endanger the police officer. The DOTD project engineer will make the final determination on all issues regarding police officer responsibility in work zones.

Prior to the beginning of the shift, the contractor shall provide a daily work zone briefing to the police officer. For major changes in traffic patterns, advanced notification shall be provided to the police agency working the detail. This information should also be provided to the motoring public through the DOTD district and / or the LSP Troop.

The contractor shall pay for law enforcement services provided by the police officers based on the hourly wage and vehicle rate fee schedule below. The Department will reimburse the contractor monthly for the incurred cost. The contractor shall furnish time record documentation with the request for reimbursement. The provisions of Subsection 109.04 shall not apply to this reimbursement.

The agreed upon fee schedule for police officers in the work zone is as follows:

\$25 per vehicle per day - vehicle use fee

\$40 per hour per officer (one officer per vehicle) (minimum 2 hours).

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 732-02-A, Plastic Pavement Striping (Solid Line)(4" Width)
- Item 732-03-A, Plastic Pavement Striping (Broken Line)(4" Width)
- Item 732-05, Removal of Existing Markings
- Item S-003, Impact Attenuators (Construction Zone)
- Item S-004, Repair and Restoration of Impact Attenuators
- Item S-101, Temporary Stay System, Installation and Removal
- Item S-102, New Cable Stay System and Installation
- Item S-103, Removal of Existing Stay System
- Item S-104, Geometry Control
- Item S-108, Web-Enabled Camera System
- Item S-114, Repairing Fairing Plate

CASH MANAGEMENT PLAN - "PHASE FUNDED" CONSTRUCTION (07/04)

This project has been selected by the Department to be implemented under the cash management plan, "phase funding," authorized by LSA-R.S. 48:251 and LAC 70:101 et seq., for certain long-term construction contracts. This construction project will be segmented by fiscal year, and only those funds necessary to carry out planned construction activities in each fiscal year will be appropriated by the Legislature and budgeted by the Department.

The continuation of this contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of this contract or if such appropriation is reduced by the veto of the governor or by any means provided in the Capital Outlay Act, Title 39 of the Louisiana Revised Statutes of 1950, or any other applicable laws to

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prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. When a contract, or portion thereof, is terminated for the reasons enumerated herein, the Louisiana Standard Specifications for Roads and Bridges, Subsection 108.11, Termination of Contract, shall govern.

In order to insure adequate funds are budgeted each year for this phase-funded project, the contractor shall comply with the special provision, "Critical Path Method (CPM) For Construction Progress Scheduling", contained elsewhere herein.

Nothing herein shall relieve the contractor from any other requirement or obligation as set forth in the standard specifications, special provisions, supplemental provisions or any other contract requirement.

PROGRESS PHOTOGRAPHS (04/01): The contractor shall furnish the following color photographs of the work during this project, at no direct pay.

Four ground photographs shall be taken from points designated by the engineer at each of the following stages.

- (a) at the beginning of construction.
- (b) when the project is 25 percent complete.
- (c) when the project is 50 percent complete.
- (d) when the project is 100 percent complete.

Upon completion of the project, two aerial photographs shall be taken, one from each end of the project.

The contractor shall furnish the engineer with six prints of each negative approximately 8 inches x 11 inches size, glossy finish, mounted on linen, with a 1/2 inch binding strip along one of the long edges. Overall size of prints, including binding strip and margins, shall not exceed 8 1/2 inches x 11 inches. A 2 1/2 inches x 2 1/2 inches title block shall be provided on each print, preferably in the lower right corner, containing the following information.

LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

STATE PROJECT NO.
NAME OF PROJECT
CONTRACTOR
DESCRIPTION OF PHOTO

FED. AID PROJECT NO.
STATE ROUTE NO.
PHOTO NO.
DATE

DETERMINATION AND EXTENSION OF CONTRACT TIME (01/04): Subsection 108.07 Determination and Extension of Contract Time is amended to include the following.

The contractor shall document for each month of scheduled construction, the occurrence of adverse weather conditions having an impact on controlling items of work. An adverse weather day is one on which rainfall or wet soil conditions will prevent construction operations from proceeding for at least 5 continuous hours of the day or 65 percent of the normal work day, whichever is greater, with the normal working force engaged in performing the controlling item of work. If the contractor submits a written request for additional contract time due to adverse

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weather conditions, the contractor's request will be considered only for adverse weather days in excess of the allowable number of days per month stated below. An equitable adjustment in contract time will be made at the conclusion of the project by comparing the total number of excess adverse weather days requested by the contractor to the number of adverse weather days that were included in the construction schedule but were not used. Contract time will not be reduced due to the adjustments for adverse weather. An adjustment in the contract time due to adverse weather will not be cause for an adjustment in the contract amount.

The following are anticipated adverse weather days that the contractor shall include in each month of his calendar day construction schedule.

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

PAYMENT ADJUSTMENT (05/06): Section 109, Measurement and Payment of the Standard Specifications is amended to add the following.

This project is not designated for payment adjustments for asphalt cements or fuels.

TEMPORARY TRAFFIC CONTROL (08/06): Section 713 of the 2006 Standard Specifications and the Supplemental Specifications is amended as follows:

Subsection 713.04, Temporary Signs and Barricades, is amended to include the following:

(d) Project Signs: The contractor shall furnish, install, maintain, and upon completion of the project remove "project signs" in accordance with the following requirements.

Project signs shall conform to the requirements of Section 713 and the project sign detail contained elsewhere herein. Shop drawings will be furnished to the successful bidder by contacting the Department's Traffic Services Sign Shop at (225) 935-0121 or (225) 935-0142.

Project signs shall be required at the beginning and end of the project and shall follow sign G-20-1, "Road Work Next 'X' Miles", or as directed by the engineer.

Payment for project signs shall be included in the contract unit price for Item 713-01 Temporary Signs and Barricades.

MOBILIZATION: Subsection 727.02 of the Standard Specifications is deleted and the following substituted:

727.02 PAYMENT.

Payment will be made at the contract lump sum price, subject to the following provisions:

Partial payments for mobilization will be made in accordance with the schedule of Table 727-1 up to a maximum of 15 percent of the original total contract amount, including this item. Payment of any remaining amount will be made upon completion of all work under the contract.

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Table 727-1
Mobilization Payment Schedule

Percent of Total Contract Amount Earned	Allowable Percent of the Lump Sum Price for Mobilization
1 st Partial Estimate following the issuance of the Notice to Proceed	40
10	60
25	80
50	100

No payment adjustments will be made for this item due to changes in the work in accordance with Section 109.

Payment will be made under:

Item 727-01, Mobilization, per lump sum.

SHOP DRAWINGS AND WORKING DRAWINGS (08/06): Subsection 801.03 of the 2006 Standard Specifications is amended to include the following.

The consulting engineers referred to in the plans and specifications are:

-
- *International Bridge Technologies, Inc.*
- *9325 Sky Park Court, Suite 320*
- *San Diego, California 92123*
- *(858) 566-5008*

All required shop drawings, working drawings and other submittals shall be furnished to the consulting engineers in accordance with Subsection 801.03(a), and a copy of each transmittal letter shall be sent to the engineer.

ITEM S-001, EMERGENCY TOW TRUCKS:

This item consists of providing, operating and maintaining two (2) operational tow trucks for twenty four (24) hours a day during times when peak and/or non-peak operational phases are in effect as shown in the plans, or at other times when directed by the project engineer. Pay item includes one (1) heavy duty tow truck with the capability of towing loaded WB-67 vehicles rated up to forty five (45) tons (minimum), as well as one (1) light duty tow truck having the capability of towing all other vehicles . See section 107 of the Louisiana Standard Specifications for Roads and Bridges (2006 Edition) for insurance and other requirements of the contractor.

The tow trucks and operator(s) shall be stationed on the departure side of the bridge during the current operational phase, in the nearest area that does not conflict with traffic. Minimum response time to clear accidents and/or stalled vehicles requires coordination of emergency personnel and tow truck operators.

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Operator(s) shall have in their possession all licensure and certification required by Federal and Louisiana Statutes, all as directed by the project engineer. Operator(s) are also required to carry and maintain appropriate insurance as required by Louisiana Statutes.

Disabled vehicles within the project limits and/or in the immediate vicinity of the project shall be towed to an area within or just beyond the project site as designated by the Project Engineer.

Additional sets of tow trucks and operator(s) (set consisting of one heavy duty and one light duty tow truck with operator(s)) as required by the Project Engineer will be paid for at the contract unit price per day.

Payment for Emergency Tow Trucks will be made at the contract unit price per day per set of trucks. No additional compensation will be made for additional operators required to provide adequate response.

Payment will be made under:

Item S-001, Emergency Tow Trucks, per day.

ITEM S-002, DYNAMIC MESSAGE SIGN UNIT (12/04):

This work consists of furnishing, operating and maintaining solar powered portable dynamic (changeable) message signs to be used at locations designated on the plans or as directed by the engineer.

The dynamic message sign shall be in good operational condition when delivered to the job site. The engineer will inspect the signs, and if they are found to be in good operational condition with all working parts functioning, the signs will be approved for use on the project.

The message sign shall consist of three separate lines. Each line shall consist of eight characters. Each character shall nominally be 18 inches (450 mm) in height. The width shall be adequate to meet the below legibility requirements. Each character shall be a 5 x 7 LED module or hybrid LED disk. Characters shall be separated at a distance such that the legibility requirements are maintained.

All internally illuminated portions of the sign shall be amber in color. All other illuminated surfaces meant for message display shall be fluorescent yellow. All other surfaces on the front panel shall be flat black in color.

The sign shall be clearly visible under all conditions and all lanes of travel from a distance of 1000 feet (300 m) perpendicular to the sign center. The sign shall maintain this legibility throughout the entire project. The contractor shall be responsible for maintaining this minimum legibility. Determination of legibility distance shall rest solely with the engineer.

The portable dynamic message sign shall be used in conjunction with other traffic signs and devices in accordance with the plans, project specifications and as directed by the engineer.

The signs shall be stored in an approved secure storage area when not in use. The contractor shall be required to perform all maintenance operations recommended by the manufacturer and keep adequate records of such operations.

The signs shall be kept clean and in good repair at all times. This includes keeping unit clean.

Measurement of the dynamic message sign unit will be per each.

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Payment for the dynamic message signs will be made at the contract unit price per each which will be full compensation for furnishing, operating, relocating and maintaining the unit during the life of the contract and includes all equipment, tools, labor and incidentals necessary for this item of work.

Payment will be made under:

Item S-002, Dynamic Message Sign Unit, per each.

ITEM S-003, IMPACT ATTENUATORS (CONSTRUCTION ZONE) (09/07):

This item consists of furnishing, installing, maintaining, and subsequently removing the device shown on the plans in accordance with manufacturer's recommendations, the directions of the engineer, and the following requirements.

Impact attenuators shall be either the Kinetic or the Inertial type, as shown on the plans. If the plans do not specify any particular type, either type may be installed, provided that the physical conditions of the roadway allow their application. Attenuators must have been successfully crash tested and conform to the requirements of NCHRP 350, Test level 3. The contractor shall submit information on the type, size, and the manufacturer of the attenuator he intends to use to the Project Engineer for forwarding to the Bridge Design Section for review and approval.

Impact attenuators shall be installed and maintained in good operational condition by qualified personnel until they are no longer required on the project and the engineer approves their removal.

All impact attenuators shall become the property of the contractor and removed upon completion of the project.

Payment for Impact Attenuator (Construction Zone) will be made at the contract unit price per each.

Item S-003, Impact Attenuators (Construction Zone), per each.

ITEM S-004, REPAIR AND RESTORATION OF IMPACT ATTENUATOR:

This item consists of repairing and restoring a damaged or inoperable attenuator and shall include all labor and parts required to return the attenuator to a good operational condition. This work shall be performed by qualified personnel within twenty four (24) hours of notification. Temporary mitigation of the damaged attenuator (warning signs, lights, etc.) should be installed as directed by the project engineer until the repairs have been completed.

Impact attenuators shall be maintained in good operational condition by the contractor until they are no longer required on the project and the engineer approves their removal. The contractor shall furnish and maintain in good and complete condition a maintenance inventory of materials or attenuators sufficient to restore or replace three severely damaged attenuators. A separate inventory shall be maintained for each type and design speed of attenuator used. Maintenance inventories shall be stockpiled at a location approved by the engineer. Any materials or attenuators removed from the inventory for restoration or replacement of a damaged attenuator shall be replaced by the contractor. The cost of furnishing the initial maintenance inventory and the cost of maintaining the attenuator throughout the life of the project shall be included in the unit price bid for the attenuator. The contractor shall be reimbursed for the replacement of used inventory at the invoice price plus 20 percent.

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Payment for Repair and Restoration of Impact Attenuator (Construction Zone) will be made at the contract unit price per each.

Item S-004, Repair and Restoration of Impact Attenuator, per each.

For Informational Purposes Only: When the “impact Attenuators (Construction Zone)” item is used, the designer is instructed to also include the “Repair and Restoration of Impact Attenuator (Construction Zone)” item with a minimum quantity of three (3) repairs for bidding purposes.

ITEM S-005, TRAFFIC CONTROL MANAGEMENT:

DESCRIPTION: This work consists of providing traffic control management in compliance with the contract documents and the Manual on Uniform Traffic Control Devices (MUTCD), including the installation, inspection, maintenance, and removal of all traffic control devices on the project.

REQUIREMENTS: The contractor shall assign one or more authorized Traffic Control Supervisors (TCS) to provide traffic control management for the project. If the contractor assigns more than one TCS to provide traffic control management, then a weekly schedule identifying who will be in charge of providing traffic control management, then a weekly schedule identifying who will be in charge of providing traffic control management on a daily basis shall be submitted to the engineer by the contractor. The TCS shall have a set of all contract documents relating to traffic control or traffic staging and a current copy of the MUTCD and a current copy of Louisiana Work Zone Traffic Control Details readily available at all times.

Should the contractor utilize a subcontractor to provide traffic control management, the subcontractor’s TCS shall meet all the requirements set forth herein..

The contractor may assign one or more Traffic Control Technicians (TCT) to assist the TCS in inspection and maintenance of Traffic Control Devices.

AUTHORIZATION: Prior to commencing work requiring traffic control management, the contractor shall submit to the engineer proof of the TCS’s and TCT’s current authorization.

The Department will accept the TCS authorization of other approved agencies or firms only if all of the following minimum TCS requirements are met.

(a) Successful completion of a work zone traffic control supervisor course approved by the Department.

(b) Passing a written examination on the work zone traffic control course.

(c) A minimum of one year full-time field experience may be verified by the Department, at its discretion.

The Department will accept the TCT authorization of other approved agencies or firms only if all or the following minimum requirements are met.

(a) Successful completion of a work zone traffic control technician course approved by the Department.

(b) Passing a written examination on the work zone traffic control technician course.

DUTIES: The TCS’s responsibility shall be traffic control management, and the TCS will be available to the engineer to address traffic control management issues as needed. The following is a listing of the TCS’s primary duties:

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(a) The TCS shall personally provide traffic control management and supervision services at the project site. The TCS may have other assigned duties, but must be readily available at all times to perform TCS duties as required in the contract. A minimum of one TCT shall be required on site during working hours.

(b) The TCS shall be responsible for observing and evaluating both the day and night time performance of all traffic control devices installed on the project, in accordance with the Traffic Control Plan (TCP), to ensure that the devices are performing effectively as planned for both safety and traffic operations. This shall be done at the initial installation of the devices and when any modification and/or changes are made, in addition to the inspection of traffic control required in Subsection Inspection of Traffic Control below.

(c) The TCS shall be responsible for revisions requested by the contractor to the traffic control plans established in the contract and shall submit the new traffic control plan as follows:

Requests for revision in the traffic control plan must be made in writing to the engineer a minimum of 14 calendar days in advance of the needed revision. If in the opinion of the engineer, the requested revision falls within the scope of the existing contract drawings, the engineer may approve the revision. If the engineer determined that the requested revision is outside the scope of the existing contract drawings, the contractor will be required to submit plan change drawings of the existing contract drawings, the contractor will be required to submit plan change drawings to incorporate into the contract drawings. The plan change drawings must conform to the DOTD standards described below.

(1) Letter size original contract drawings -- The plan change drawings must be submitted on high quality white 8 1/2 x 11 inch letter size paper. The drawings may be hand drafted or computer drafted and arranged in landscape format on the page. The text and drawings must be legible after reproduction on standard reproduction equipment. Left, bottom and right hand margins shall be at least 1/2 inch and the top margin shall be 1 inch.

(2) Full size original contract drawings -- The plan change drawings must be submitted on high-quality, 4-mil double-matte film using a plotting or reproduction process that fuses the graphics to ensure durability. Repeated handling and friction due to stacking of plans shall not smear, flake or rub off the graphics. Improper plotted settings and plotter wear may cause inconsistent durability of the drawings. The contractor shall test samples of the submitted drawings for durability. Advance samples of matte films may be submitted for approval; however, the contract plans will be tested separately. Failures will result in rejection of the submittal. Drawing sizes shall be in accordance with Subsection 801.03(a).

Lettering on plan change drawings shall be of adequate size to facilitate a 50 percent reduction of plans. Additions or changes shall be made with a permanent type of waterproof ink made for this purpose. If revised cross sections are required, the cross-sections shall be plotted on standard plate cross-section sheets. The ground line, centerline elevation, and station numbers, as a minimum, shall be drawn in ink; the remaining information may be in pencil.

Regardless of size, all plan change drawings and documents required shall be identified with the DOTD project title and project number. All plans and calculations shall be signed and sealed by a professional civil engineer currently registered to practice in Louisiana.

All plans submitted by the contractor shall conform to the quality standards adopted by DOTD, and the DOTD Chief Engineer may reject any plans not conforming to these standards.

Revisions to the TCP that are determined to be outside the scope of the original contract drawings must be approved by the DOTD District Traffic Engineering Division prior to

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implementation of the requested revision. In some cases on high traffic routes or high priority projects, the revisions must be approved by the HQ Traffic Operations Engineer.

(d) The TCS shall be responsible for the training of flagged personnel. This training will ensure that all flagging done on the project is in compliance with the MUTCD Part VI and Louisiana Work Zone Traffic Control Details.

(e) The TCS shall coordinate all traffic control operations for the duration of the contract, including those of subcontractors, utility companies, and suppliers, to ensure that all traffic control is in place and fully operational prior to the commencement of any work. The Department recognizes that the contractor does not have direct control over the traffic control operations of the utility companies. The coordination provided by the TCS when dealing with utility companies is specifically for the purpose of coordinating concurrent utility traffic control with any other construction traffic control to avoid conflicts.

(f) The TCS shall coordinate, in writing, all project activities with the appropriate law enforcement, fire control agencies, and other appropriate public agencies as determined at the pre-construction conference by the engineer. The TCS shall also invite the above agencies to the pre-construction conference.

(g) The TCS shall prepare and submit statements concerning road closures, delays, and other project activities to the news media on a weekly basis or more often as needed. News releases shall be submitted to the engineer for review and approval prior to the contractor's submission to the news media.

(h) TCS shall be responsible for notifying the engineer, or designee, immediately of all vehicular accidents and/or incidents related to the project traffic control. The time and date of notification shall be documented in the traffic control diary. The TCS shall also monitor and document queues that occur as necessary.

(i) The TCS assigned to the project shall attend the pre-construction conference and all project meetings.

(j) The TCS shall be responsible for the maintenance, cleanliness, replacement and removal of traffic control devices of the existing traffic control plan during working and non-working hours.

TRAFFIC CONTROL DIARY: The TCS shall maintain a project control diary in a bound book. The contractor shall obtain a sufficient number of the diaries from the Louisiana Associated General Contractors (LAGC). The TCS shall keep the traffic control diary current on a daily basis, and shall sign each daily entry. Entries shall be made in ink in a standard format furnished by the engineer, and there shall be no erasures or white-outs. Incorrect entries shall be struck out and then replaced with the correct entry. Photographs and videotapes may be used to supplement the written text.

The traffic control diary shall be available at all times for inspection by the engineer; and the diary shall be reviewed with the engineer on a weekly basis and a copy submitted to the engineer on a monthly basis. Failure to submit the monthly copy of the diary to the engineer shall result in the withholding of the next partial payment until the past due copies of the diary are submitted. The traffic control diary shall become the property of the Department at the completion of the project.

INSPECTION OF TRAFFIC CONTROL: The TCS shall be responsible for the inspection of all traffic control devices every calendar day that traffic control devices are in use. This inspection

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may be delegated to the TCT. The TCS shall provide for the immediate repair, cleaning, or replacement of any traffic control devices not functioning as required to endure the safety of the motorist and construction personnel.

Inspection of the traffic control devices shall be conducted by the TCS at the beginning and end of each workday, and as scheduled or directed by the engineer during the workday. The traffic control devices shall be inspected by the TCS on weekend, holidays, or other non-work days at least once per day. Traffic control devices shall be inspected by the TCS at least once a week during nighttime periods and the same night after any modifications or changes have been made in the traffic control devices.

FAILURE TO COMPLY: The engineer may suspect all or part of the contractor's operation(s) for failure to comply with the approved "Traffic Control Plan" or failure to correct unsafe traffic conditions with a reasonable period of time after such notification is given to the contractor in writing.

In the event that the contractor does not take appropriate action to bring the deficient traffic control into compliance with the approved traffic control plan or to correct the unsafe traffic conditions, the Department may proceed with the corrective action using its own forces, and such costs will be deducted from payments owed to the contractor.

If the contractor's operations are suspended, the normal assessment of contract time will not cease for the period required to correct these unsafe conditions and traffic control deficiencies. The contractor shall not be relieved of the responsibility to provide traffic control safety to the traveling public when a project is under full or partial project suspension. When a project is under suspension due to the contractor's failure to comply with this section, or when the contract is under stipulated damages, the contractor shall continue to provide traffic control management and no additional measurement or payment will be made. If suspensions or partial suspensions are requested by the contractor, the additional traffic control management costs will be at the contractor's expense.

ENGINEER MODIFICATIONS: The provisions included in the plans and specifications for handling and controlling traffic during construction may be changed by the engineer, with the approval of the DOTD District Traffic Operations Engineer, due to actual field conditions encountered. Such changes will be made by written instruction to the contractor and shall be considered an amendment to the plans and specifications as of the date of change.

MEASUREMENTS: Traffic control management will be measured by the lump sum.

PAYMENT: Payment for traffic control management will be made at the lump sum contract price in accordance with the payment schedule of Table S-005-1.

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Table S-005-1
Payment Schedule for Traffic Control Management

Percent of Total Contract Amount Earned	Allowable Percent of Lump Sum Price for Traffic Control Management
Initial Installation	20
25	40
50	60
75	80
100	100

Traffic control diaries will be incidental to traffic control management, and no separate measurement or payment will be made therefore.

Payment will be made under:

Item S-005, Traffic Control Management, per lump sum.

ITEM S-101, TEMPORARY STAY SYSTEM, INSTALLATION AND REMOVAL:

This task consists of the supply, installation, and removal of the Temporary Stay Cable System used to provide support to the bridge superstructure during stay cable replacement activities, and provision of Temporary Support System required during construction. The contractor shall supply all labor, supervision, equipment and material required to provide Temporary Stay Cable System and Temporary Support System in accordance with the Plans, specifications, and the Project Engineer.

The Contractor will be responsible for the fabrication of all temporary equipment including stressing chairs, saddles and walers and the components of the Temporary Support System, all of which will remain the property of the Contractor.

All work must be performed in accordance with the traffic control requirements shown in the Plans. The use of construction equipment on the bridge deck (e.g., trucks, lifts, cranes) will be limited by the width of the work area and the capacity of the bridge deck as shown in the plans. The contractor shall submit the magnitude and location of the proposed loads for approval by the engineer. Any deviation from these limits will not be allowed without the written approval of the Engineer.

All work must be performed in accordance with the navigation channel access restrictions shown in the Plans.

The Contractor will be responsible for protection of vehicular and marine traffic against falling objects and other potential hazards resulting from construction activities.

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Reference Documents:

Reference documents in order of precedence:

- a. Plans
- b. Louisiana Bridge Design Manual 2006 Edition
- c. American Association of State Highway and Transportation Officials Standard Specifications for Highway Bridges 17th Edition (AASHTO)
- d. Recommendations for Stay Cable Design, Testing and Installation by the Post-Tensioning Institute (PTI), 5th Edition, 2007 (PTI Recommendations)

Any conflicts or omissions shall be referred to the Engineer for resolution.

Submittal Requirements:

- a. Shop, Working and Erection Drawings – Shop, Working and Erection drawings, prepared in accordance with Section 801.03 of Louisiana Standard Specifications for Roads and Bridges, 2006 Edition, shall be required for all components of the Temporary Stay Cable System and Temporary Support System. All Shop, Working and Erection drawings shall be stamped by an engineer licensed to practice civil engineering in the State of Louisiana.
- b. Construction Manual – Utilization of Temporary Stay Cable System and Temporary Support System shall be described in the Construction Manual prepared under Special Provision S-102
- c. Design Drawings and Calculations – The Contractor shall submit design drawings and calculations for the Temporary Support System. The drawings shall clearly show the details of the proposed system and any strengthening required for existing structures. The load carrying capacity of the system shall be clearly indicated on the drawings. The calculations shall demonstrate the ability of the Temporary Support System and the underlying structures to carry the nominated loads. All design drawings and calculations shall be prepared and stamped by an engineer licensed to practice Civil Engineering in the state of Louisiana.
- d. River Traffic Control Schedule – The Contractor shall provide an advance two-week River Traffic Control Schedule to the Engineer and the U.S. Coast Guard indicating any vertical and horizontal marine restrictions during work in the main navigational spans. Included in the schedule is a plan and profile sketch of the bridge. Any marine restrictions shall be shown in the sketch. An example River Control Schedule is included in this specification for reference.
- e. Safety Plan and design of equipment/systems used to provide protection of vehicular and marine traffic against falling objects and other hazards resulting from the project. The Safety Plan should address all Contractor activities associated with this project.

Temporary Stay Cable System:

- a. The Temporary Stay Cable System shall include all components and cable sizes as shown on the Plans. These components include top supports in the form of saddles at the top of the tower, walers at the bottom supports behind cross-girders, temporary cables, temporary cable anchorages and appurtenance, elements for strengthening of the tower top beneath the saddles, and other related elements. Any alternative for the supply and installation of the Temporary Stay Cable System proposed by the contractor shall be submitted for approval by the Engineer as a Value Engineering Proposal in accordance with Section 105.19 of Louisiana Standard Specifications for Roads and Bridges, 2006 Edition, and shall include adequate engineering backup in the form of calculations and drawings to allow proper

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review. The submittal must include sufficient drawings and calculations, prepared and stamped by an civil engineer licensed in the state of Louisiana, to demonstrate the adequacy of the alternative system.

- b. The temporary stay cables shall be aerodynamically stable throughout the construction. Contractor shall ensure that the temporary stay cables are not subject to vibration. This shall be achieved by use of cable dampers, cross ties or other approved methods or devices.
- c. The capacity of the temporary stay cable anchorages shall exceed the minimum breaking load of the temporary stay cables.
- d. Strand for Temporary Stay Cables
 1. The stay cables shall be made of weldless low relaxation Grade 270 (270 ksi, 1860 MPa), seven-wire 0.60-in (15.2-mm) -diameter strands meeting or exceeding the requirements of ASTM A416.
 2. Minimum breaking load: 58.6 kip (260 kN) per strand.
 3. Care shall be taken to protect the strands against any damage or cross-section loss during the course of their use.
 4. Strands shall be free of bite marks or other damage in the cable free length.
 5. Temporary cable strands may be reused, provided that previously gripped strand length is removed from the next stressing stage.
 6. The substitution of 0.62-in. diameter strands meeting the requirements of this specification shall be allowed, as long as the proposed cables provide a strand area equal to or greater than the area described in the plans, and the substitution does not conflict with other contract provisions.
- e. Temporary Stay Cable Anchorages
 1. Care shall be taken to protect the temporary stay cable anchorages against any damage or corrosion that would affect their capacity during the course of their use
 2. The contractor shall provide test data, for Engineer's approval, to demonstrate the static capacity of the temporary stay cable anchorage system.
- f. Miscellaneous components
 1. Walers, saddles, and other components of the Temporary Stay Cable System shall be furnished in accordance with the provisions of Section 807 of the LaDOTD Standard Specifications for Roads and Bridges (2006). Care shall be taken to protect the walers, saddles and other components of the Temporary Stay Cable System against any damage or corrosion that would affect their capacity during the course of their use.

Temporary Support System

- a. The erection sequence shown on the Plans requires the use of a Temporary Support System to support temporary stay cables during installation; existing stay cables during removal; and new stay cables during installation. The Plans include a schematic design for a highline proposed as an option for a Temporary Support System.
- b. Design and detailing of the Temporary Support System chosen by the Contractor, including any necessary strengthening of the existing structure, is the responsibility of the Contractor. Use of the highline details shown in the Plans does not relieve the Contractor of the responsibility for design of the Temporary Support System. The Temporary Support System shall be independent of the replacement stay cables, temporary stay cables, and existing stay cables still in service.

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- c. The Temporary Support System shall be designed to meet relevant industry standards. Highline systems shall be designed to meet the requirements of ASME B30.19-2005.

Construction Requirements

- a. General: Field workmanship shall be in accordance with best practice, and all work shall conform to the LaDOTD Standard Specifications for Roads and Bridges (2006), as amended by these Special Provisions, and other such standards as are referenced herein or on the Plans.
- b. Handling and Installation
 - 1. The temporary stay cables shall be protected against corrosion, heat, abrasion and other harmful effects throughout the fabrication and installation process.
 - 2. Flame cutting of the strands shall not be permitted
 - 3. Strands within a cable shall be installed parallel to each other
 - 4. Damaged strands shall be replaced.
- c. Erection Stages and stressing requirements: Refer to the requirements of Special Provision S-102 and Plans for a description of the construction stages and stressing requirements.

Removal: The contractor shall supply all labor and equipment necessary to install and remove the Temporary Stay Cable System and Temporary Support System on each of the four bridge quadrants as required by the construction sequence shown in the Plans. All components of the Temporary Stay Cable System and Temporary Support System shall remain the property of the contractor and shall be removed from the site upon completion of the work. All open bolt holes shall be filled with an appropriately sized, AASHTO M-164, Type 3, bolt in accordance with Section 807.21.

Payment: Payment will be made at the contract price for Temporary Stay Cable System, Installation and Removal, which shall include all materials, tools, equipment, labor, incidentals and the performance of all work necessary to complete this task.

Payment will be made based on a percentage of work completed under:
Item S-101, Temporary Stay System, Installation and Removal, per lump sum.

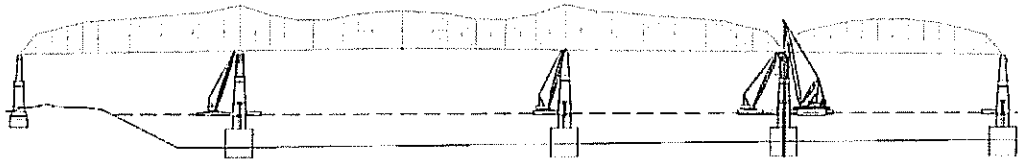
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TWO-WEEK River Control Schedule
Huey P. Long – Substructure Widening
Lower Mississippi River Mile 106.1

AS-OF September 12th 2007

Pier III Structural Steel Erection



CONFIRMED - WEEK

WEEK 1	Date	Date	Date	Date	Date	Date
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Type of Control						
Slow Bell	Min Wake 9am-3pm		Min. Wake 9am-3pm		Min. Wake 9am-3pm	
12 Hour		Closure (12hr) 6am-6pm		Backup (12hr) 6am-6pm		
6 Hour				Closure (6hr) 8am-2pm		Backup (6hr) 8am-2pm

PROPOSED - WEEK

WEEK 2	Date	Date	Date	Date	Date	Date
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Type of Control						
Slow Bell	Min. Wake 9am-3pm	Min Wake 9am-3pm	Min. Wake 9am-3pm	Min. Wake 9am-3pm		
12 Hour						
6 Hour					Closure (6hr) 8am-2pm	Backup (6hr) 8am-2pm

*Data Prepared by: Clair Stewart
cstewart@massman.net*

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ITEM S-102, NEW CABLE STAY SYSTEM AND INSTALLATION:

This task consists of supply and installation of a new parallel strand stay cable system including qualification testing. The Contractor shall supply all labor, supervision, equipment and material for the New Stay Cable System in accordance with the Plans, specifications, and the Project Engineer.

All work must be performed in accordance with the traffic control requirements shown in the Plans. The use of equipment on the bridge deck (e.g. trucks, lifts, cranes, etc.) will be limited by the width of the work area and the capacity of the bridge deck as shown in the Plans. The Contractor shall submit the magnitude and location of proposed loads for approval by the Engineer. Any deviation from these limits will not be allowed without the written approval from the Engineer

The Contractor will be responsible for protection of vehicular and marine traffic against falling objects and other potential hazards resulting from construction activities, in accordance with the safety plan prepared under Special Provision S-101.

Experience and Submittal Requirements:

The contractor shall submit the qualifications to perform the work included for this special provision for approval by the DOTD Chief Construction Engineer. The contractor's or sub-contractor's stay cable system installation qualifications shall meet or exceed the experience requirements as noted in this section.

The contractor or sub-contractor shall have direct recent experience in the construction of stay cable systems and shall submit descriptions of that experience. The descriptions of the stay cable projects shall contain names and telephone numbers of owner representatives who can verify the contractor or sub-contractor's recent direct participation on those projects.

The contractor shall designate senior personnel with recent demonstrated technical experience in stay cable construction to be directly involved in the project throughout the stay cable replacement operations. The contractor shall submit the name, qualifications and experience records of senior personnel directly involved with the stay cable replacement operations.

The contractor shall submit the stay cable qualifications prior to initiation of construction of this work. Within 20 days of submittal of the qualification submittal, the engineer shall approve or reject the qualification submittal. If the contractor submittal is not approved, the contractor shall resubmit any changes in the contractor or sub-contractor's qualifications submittal for approval within 14 days.

Reference Documents:

Reference documents in order of precedence:

- e. Plans
- f. Louisiana Bridge Design Manual 2006 Edition

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- g. American Association of State Highway and Transportation Officials Standard Specifications for Highway Bridges 17th Edition (AASHTO)
- h. Recommendations for Stay Cable Design, Testing and Installation by the Post-Tensioning Institute (PTI), 5th Edition (PTI Recommendations)

Any conflicts or omissions shall be referred to the Engineer for resolution.

Contractor Submittal Requirements:

- a. Drawings – Within 60 working days of Notice to Proceed, the Contractor shall submit Shop and Working drawings, in accordance with Section 801.03 of the Louisiana Standard Specifications for Roads and Bridges, 2006 Edition, for all components of the New Stay Cable System. All working drawings shall be stamped by an engineer licensed to practice civil engineering in the State of Louisiana.
- b. Construction Manual – The Contractor shall submit for review and approval a construction manual detailing all erection procedures. The construction manual shall be stamped by an engineer licensed to practice civil engineering in the State of Louisiana.
- c. Test Reports – Prior to the installation of any new stay cable components, the contractor shall submit for approval test reports prepared by an independent laboratory demonstrating the satisfactory performance of the proposed stay cable system in accordance with the testing requirements of this special provision.
- d. User Manual – At the completion of the project, the Contractor shall submit an Inspection and Maintenance Manual for the New Stay Cable System, in accordance with PTI Recommendations article 7.7.
- e. HDPE Sheathing Pipe Color Sample – Prior to purchasing sheathing pipes, the contractor shall submit a sample of HDPE sheathing pipe for approval of color

New Stay Cable System:

- a. The New Stay Cable System shall include all components and cable sizes as shown on the Plans. It shall include dampers, exit pipes, anti-vandalism tubes, cross ties, anchorage chairs and any other related items.
- b. The New Stay Cable System shall allow for individual replacement of the stay cable strands.
- c. The stay cables shall be aerodynamically stable throughout the design life of the bridge and during construction. All new stay cables shall be installed with damping devices to prevent excessive vibrations. The Contractor shall supply damping devices that meet the following criteria:
 - 1- Internal viscous dampers shall be designed and fabricated by the Contractor and installed at both tower and deck anchorage zones as shown in the plans. Alternative means can be submitted for Engineer's review and approval.
 - 2- The damping system shall provide minimum 6% logarithmic decrement for all levels of vibration amplitude in addition to cable intrinsic damping.
 - 3- Dampers shall suppress vibrations occurring in all directions (in-plane & out-of-plane) at a constant rate.
 - 4- The Contractor shall design the damping system based on actual damping curves. Calculations and design shall be submitted for Engineer's review and approval.
 - 5- The Contractor shall provide laboratory test results for durability and performance through dynamic testing in accordance with a standard approved by the Engineer. There

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shall not be a significant deterioration of the damping curve at the completion of testing. Dampers shall have a service life of at least 20 years.

- 6- The performance of dampers shall be also field tested by the Contractor. Such test shall include field measurement of damping of the new stay cables before and after installation of the dampers.
- 7- The proposed damping system shall be fully integrated with the New Stay Cable System with minimal aesthetic impact. The damping system and attachment to the new cables shall be protected against moisture penetration and water leakage.
- 8- The damping system shall be designed in a manner to allow easy inspection, maintenance and/or replacement during the life of the bridge.
- 9- Surface of the stay cable sheathing pipes shall include a helical fillet. This surface configuration shall not increase significantly the drag coefficient of the cables. The Contractor shall submit the surface configuration to the Engineer for approval.
- 10- Transverse ties between vertically paired cables shall be supplied as shown on the plans.
- d. The capacity of stay cable anchorages shall exceed the minimum breaking load of the cables.
- e. The stressing end anchorage shall be equipped with a ring nut to allow for future cable force adjustment with a minimum adjustment length of 4 in. (100 mm).
- f. The stay cables shall be protected with weather resistant HDPE pipe with an outer, white, ultraviolet resistant layer meeting the requirements of the PTI Recommendations. The color of the HDPE sheathing pipe shall be approved by the Engineer.
- g. Portions of the stay cables accessible from the bridge deck shall be protected by an anti-vandalism tube as shown on the Plans. The Contractor shall be responsible to develop the details of anti vandalism tubes to meet the following criteria:
 1. Anti-vandalism tubes shall extend from the lower exit pipe to a minimum of 10 ft vertically above the bridge deck.
 2. Anti-vandalism tube components and connections shall be weather tight and shall not breach the corrosion protection system provided by the stay cable sheathing pipes.
 3. Anti-vandalism tubes shall accommodate cable sag and potential misalignment between the cable and the exit pipe.
 4. Anti-vandalism tubes shall be removable to allow inspection of dampers and cables within the lower exit pipes.
 5. Material type, thickness and details of anti-vandalism tubes shall provide protection against fire and mechanical harm.
- h. Strand for Stay Cables
 1. The stay cables shall be made of weldless low relaxation Grade 270 (270 ksi, 1860 MPa), seven-wire 0.60-in (15.2-mm) diameter strands meeting or exceeding the requirements of ASTM A416.
 2. Minimum breaking load: 58.6 kip (260 kN) per strand.
 3. The strands shall be individually protected with High Density Polyethylene (HDPE) sheathing and all voids within a strand shall be filled with a corrosion resistant material, all meeting the PTI Recommendations.
 4. The substitution of 0.62-in. diameter strands meeting the requirements of this specification shall be allowed, as long as individual cables provide a strand area equal to or greater than the total area of strands (excluding monitoring strands) described in the plans, and the substitution does not conflict with other contract provisions. A total of 24

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monitoring strands, no more than one per each cable, distributed among all cables, shall be added.

i. Stay Cable Anchorages

1. Anchorage assemblies shall be protected at all times against corrosion. The ends of the strands and wedges shall be protected by a removable cap injected with a corrosion protective material. The removable caps and anchorage blackout cover plates shall be painted using a pre-qualified paint system, approved by the Engineer, in accordance with Section 811 of the Standard Specifications.
2. The lower anchorage chairs, bearing plates, guide pipes and anti-vandalism tubes shall be painted using a pre-qualified paint system, to be approved by the Engineer, in accordance with Section 811 of the Standard Specifications. The top coat color of guide pipes and anti-vandalism tubes shall match the color of the stay cable sheathing pipes.
3. The upper guide pipes and bearing plates shall be painted using a pre-qualified paint system, to be approved by the Engineer, in accordance with Section 811 of the Standard Specifications. The top coat color of the guide pipes shall match the color of the stay cable sheathing pipes.

j. Cable Cross Ties

1. Stay cable cross ties and connections shall be provided as shown on plans
2. All cross tie components, including cable bands, turnbuckles, bolts, and miscellaneous hardware shall be Grade 316 stainless steel.
3. Cable cross tie connection details shall provide positive connection between cable sheathing pipes and strand at cross-tie locations and allow unimpeded replacement of individual strands.

Testing

The New Stay Cable System shall be tested at an independent laboratory, selected by the contractor and approved by the Engineer, in accordance with Section 4 of the PTI Recommendations, except as noted below. The stress range for the testing shall be in accordance with Table 3.1 of the PTI Recommendations.

In lieu of the leak test requirements of PTI Section 4.1.6, a single cable assembly, representative of the average cable size, shall be subjected to a water tightness test in accordance with Section 6.2.3 Leak Tightness Testing, of FIB Bulletin 30, Acceptance of Stay Cable Systems Using Prestressing Steels, 2005.

The acceptance testing requirements of PTI Section 4.2 shall be reduced to two cable specimens, representing the largest and the smallest cable sizes. The two specimens shall be tested in accordance with Section 4.2 of the PTI Recommendations, 5th Edition. Both tests shall include ultimate strength tests at the completion of the fatigue testing.

Tests must be completed and final test reports approved prior to the installation of any stay cable components in the bridge

The quality of the New Stay Cable System components shall be tested in accordance with Section 3 of the PTI Recommendations:

- a. Strands: Art. 3.2.2.1
- b. High density polyethylene for sheathed strands: Art. 3.3.6
- c. Corrosion inhibiting coating for the strand wires: Art. 3.3.8
- d. Performance tests for individually sheathed strands: 3.3.9
- e. Stay cable polyethylene pipe: Art. 3.5.3

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Construction Requirements

- a. General: This work shall include all construction operations related to the replacement of the stay cables on the Hale Boggs Bridge. Field workmanship shall be in accordance with best practice, and all work shall conform to these special provisions and other specifications as appropriate. All work must be performed in accordance with the traffic control requirements shown in the Plans.
- b. Definitions: The following definitions shall apply to the installation of stay cables:
Extension – the change in the length of a strand between anchorages.
Projection – the movement of a strand, measured relative to the anchorage.
“Extension” is the result of the change in the strain in the strand plus the change in sag, whereas “projection” is “extension” plus the change in distance between the anchorages as a result of deformations in the structure (i.e. the deck and the pylon). Projection can be measured directly, but extension can only be determined if the movements of the anchorages at the pylon and the deck are known.
- c. Handling and Installation
 1. The stay cables shall be protected against corrosion, heat, abrasion and other harmful effects throughout the fabrication and installation process.
 2. Flame cutting of the strands shall not be permitted
 3. The minimum bending radius of the cable during installation shall be 25 times the diameter of the cable sheath.
 4. Strands within a cable shall be installed parallel to each other
 5. The stay cable guide pipes shall be installed within 0.4 degrees of the designed pipe alignment.
 6. All damage to stay cable components shall be repaired before installation of the stay cable. Damaged strands shall be replaced.
- d. Erection Stages: See the Plans for detailed description of the erection stages.
- e. Stressing Requirements: The Stay Cable Installer may use the strand-by-strand stressing method or stress the stay cables as a single unit with a multi strand jack. When using strand-by-strand installation, the minimum elongation for any step shall be 2 in. (50 mm).
 1. Jacks and gauges for stay cable stressing shall be calibrated with a load cell prior to the beginning of stay cable installation and every six months thereafter.
 2. Stay cable stressing sequence shall be according to the information provided in the Plans.
 3. Geometry control of the bridge towers and superstructure and cable force verification shall be conducted in accordance with Special Provision S-104, Geometry Control and Cable Force Verification.

For each stressing stage, the Engineer will provide the Contractor with the following data:

1. Limits to the stay cable loads for all stressing stages,
2. The estimated deck stiffness for calculating the decay curve for strand-by-strand installation,
3. The estimated deflection of the deck, before and after stressing.

For each stressing stage, The Contractor shall provide the following data:

1. The stressing force in each strand, when using the strand-by-strand stressing method, or the total force in the stay cable when a multi-strand stressing method is used.

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2. The position of the locking nut together with the protruding length of strand at each anchorage.

Permanent records shall be established by the Contractor during each stay cable installation. Information recorded shall include:

1. An estimate of the total force in each cable,
2. The actual measured stay cable projections.
3. Ambient temperature and weather conditions; and
4. Deck loading/traffic conditions.

The force in the stay cables shall not deviate from the specified values by more than 5%. If the force varies by more than 5% from the predicted values, stressing operations shall halt and the Engineer shall be consulted, so that overall structural capacity and deformation may be checked and appropriate adjustments implemented.

The Stay Cable Installer shall develop procedures to ensure that, after all stressing stages, the tension in each strand of each stay cable is equalized, within a range of +/- 2.5% of the strand ultimate tensile strength.

The number of stressed strands at each stressing stage shall not deviate from the stressing plan shown on the Plans by more than two strands total.

Alternatives: Any alternative for the supply and installation of the New Stay Cable System proposed by the contractor shall be submitted for approval by the Engineer as a Value Engineering Proposal in accordance with Section 105.19 of Louisiana Standard Specifications for Roads and Bridges, 2006 Edition, and shall include adequate engineering backup in the form of calculations and drawings to allow proper review.

Payment: Payment will be made at the contract price for Supply and Installation of New Stay Cable System, which shall include all materials, tools, equipment, labor, incidentals and the performance of all work necessary to complete this task.

Payment will be made based on a percentage of the work completed under:
Item S-102, New Cable Stay System and Installation, per lump sum.

ITEM S-103, REMOVAL OF EXISTING STAY SYSTEM:

This task consists of detensioning, removing, and disposing of the existing stay cable system. The Contractor shall supply all labor, supervision, equipment and material to remove the existing stay cables in accordance with the Plans, specifications, and the Project Engineer.

All work must be performed in accordance with the traffic control requirements shown in the Plans. The use of equipment on the bridge deck (e.g., trucks, lifts, cranes) will be limited as indicated in the Plans. The contractor shall submit the magnitude and location of proposed loads for approval by the engineer. Any deviation from these limits will not be allowed without the written approval of the Engineer.

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The Contractor will be responsible for protection of vehicular and marine traffic against falling objects and other potential hazards resulting from construction activities, in accordance with the safety plan prepared under Special Provision S-101.

Description of Work:

- a. Detensioning: Existing cables shall be detensioned incrementally, in accordance with the construction sequence shown on the Plans. Detensioning shall be executed in a controlled manner to avoid damage to the structure, replacement stay cables, temporary stay cables and hardware, or existing stay cables still in service. Jacking for detensioning shall take place at the lower anchorage.

The Contractor shall prepare a design for jacking equipment to detension the existing stay cables. The Contractor shall submit detailed drawings of the proposed jacking equipment for detensioning the existing stay cables for review and approval by the Engineer.

Shop drawings for the original equipment used for stay cable installation are included in the 1981 Prescon shop drawings that are included in the documentation for this project. Damage has been observed to several of the original stressing sockets and pre-bid inspection of the anchorages is invited to establish the current condition. The Contractor is responsible for the design of the jacking equipment and detensioning procedure.

- b. Temporary Support System: During and following detensioning, the existing stay cables shall be supported along their length to avoid damage to the structure, replacement stay cables, temporary stay cables and hardware, or existing stay cables still in service. The Temporary Support System provided under Special Provision S-101, Temporary Stay Cable System, Installation and Removal, shall include provision for support of existing stay cables during their removal. Refer to Special Provision S-101 for requirements of the Temporary Support System.
- c. Cutting: No cutting of the stay cable will be allowed until the stay cable is fully detensioned. No flame cutting will be allowed while the stay cable is in place.
- d. Removal: Following detensioning, the stay cable shall be removed from the bridge. The removal method shall insure that no damage occurs to the structure, replacement stay cables, or existing stay cables still in service.
- e. Disposal: All removed material shall become the property of the Contractor and the Contractor shall be responsible for their removal and disposal in accordance with Section 202 of the Louisiana Standard Specifications for Roads and Bridges, 2006 Edition.

Contractor Submittals:

- a. Drawings - All drawings shall be prepared and submitted in accordance with Section 801.03 of Louisiana Standard Specifications for Roads and Bridges, 2006 Edition. All working drawings shall be stamped by an engineer licensed to practice civil engineering in the State of Louisiana. Submittals shall be prepared for:
 - i. Detailed design drawings of the proposed jacking equipment for detensioning the existing stay cables.
 - ii. Working drawings showing the procedure for detensioning the existing stay cables using the above jacking equipment.
- b. Cutting Procedure – Contractor shall submit for approval a detailed description of proposed cable cutting procedure including equipment and methods to be utilized.

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Payment: Payment will be made at the contract price for Removal of Existing Stay Cable System, lump sum, which shall include all materials, tools, equipment, labor, freight, incidentals and the performance of all work necessary to complete this task. Payment will be made based on a percentage of the work completed under:

Payment will be made based on a percentage of the work completed under:

Item S-103, Removal of Existing Stay System, per lump sum.

ITEM S-104, GEOMETRY CONTROL AND CABLE FORCE VERIFICATION:

This task consists of monitoring the bridge geometry and distribution of cable forces during cable replacement operations. It includes both measurements of bridge superstructure geometry and cable tension loads.

The Contractor shall supply all labor, supervision, support, and equipment necessary to make the required measurements in accordance with the Plans and these special provisions and shall be responsible for the accuracy and proper documentation of all measurements. All work must be performed in accordance with the traffic control requirements shown in the Plans.

The Contractor will be responsible for protection of vehicular and marine traffic against falling objects and other potential hazards resulting from construction activities, in accordance with the safety plan prepared under Special Provision S-101.

Measurement Requirements

- a. The Contractor shall furnish competent engineering and surveying personnel and equipment to establish and verify the geometry of the structure and stay cable forces.
- b. Surveys shall be undertaken at times when differential thermal effects are at a minimum. Differential temperatures will affect the shape of the structure and force in the stay cables, and can occur between the stay cables and the deck structure and between the top and bottom of the deck structure.
- c. The elevation of each cross girder working point, as identified in the Plans, shall be measured to a tolerance of $\pm 1/8$ inches.
- d. Measurements shall be made relative to survey control points shown on the Plans. It should be noted that the vertical datum used on the Plans varies from the datum shown on the existing structure record plans by approximately 0.47 ft.
- e. Cable force measurements shall be made using lift-off, vibration method, or an alternate method proposed by the Contractor and approved by the Engineer. Measurements shall provide a minimum accuracy of 2%.

Description of Work

- a. Initial Measurement – The Contractor shall perform a complete geometry survey of the bridge and measure forces in all stay cables before any construction activity begins. The survey and force measurement results shall be submitted to the Engineer for review and approval.
- b. The Contractor shall monitor work point deflections during all jacking operations. At the completion of each jacking operation, for existing, temporary and new stay cables, the Contractor shall submit the measured elevation and net change in elevation of the work point

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at the location being jacked to the Engineer for review. The Engineer may direct the Contractor to make an adjustment to the stay cable force if a correction is necessary. The Contractor shall have available a multi-strand jack, in case detensioning is required.

If, during a jacking operation, the measured deflection exceeds the value shown on the Plans by more than 20%, the Contractor shall immediately stop work and notify the Engineer. The Engineer will direct the Contractor as to how to proceed.

- c. At the completion of construction, the Contractor shall perform a final survey and measure final stay cable forces. Final geometry and cable forces shall be submitted to the Engineer for review.

Payment

Payment will be made based on a percentage of the work completed under:
Item S-104, Geometry Control and Cable Force Verification, per lump sum.

ITEM S-105, REMOVAL AND STORAGE OF EXISTING INSTRUMENTATION:

The existing stay cables are monitored with a SoundPrint acoustic monitoring system that consists of three sensors mounted on each stay cable, data cable, junction boxes and a data acquisition system. The contractor shall safely remove the sensors from the stay cables and store them in a safe dry environment. Any damage to the monitoring system shall be repaired by monitoring system provider at the contractor's expense.

Removal of the system will involve debonding of the sensors from the cables and coiling coaxial data cable to retract it to a safe location. Sensors are located on each stay cable at the following locations:

The Contractor will be responsible for protection of vehicular and marine traffic against falling objects and other potential hazards resulting from construction activities, in accordance with the safety plan prepared under Special Provision S-101.

Bottom Anchor Sensor- affixed to the bottom anchor with epoxy adhesive

Stay Cable Sensor- affixed to the exterior surface of the stay cable with epoxy adhesive and a ¾-inch metallic band located 10 to 20 feet above the bridge deck

Top Anchor Sensor- affixed to the top anchor with epoxy adhesive

To remove the Bottom and Top Anchor Sensors, the contractor shall disconnect the coaxial data cable from the sensor and safely retract the data cable in a minimum 18-inch diameter coil without kinking, nicking or damaging the data cable. The data cable shall be coiled back to a location within the box girder or tower that will not be impacted during removal and installation of stay cables. Electrical tape shall be used to secure the data cable coil so that it does not unravel and the coil shall be placed in a safe location. To remove the sensor from the anchors, the contractor shall impact the sensor with a hammer to break the epoxy bond. The sensors shall

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be stored in a covered plastic or metallic box at the same location as the coiled data cable. The box shall be labeled with the following wording "SoundPrint Acoustic Monitoring Sensors".

Other components of the monitoring system; data acquisition system located under the deck at the South Tower location, simple smart junction boxes located in the tower legs at around the deck level, and junction boxes inside the box girder, shall also be protected as necessary to ensure they are not damaged. These components are not in the immediate or primary areas of construction related to cable replacement, but could be affected by the overall operation or the superstructure cleaning process.

The contractor shall identify the elements of this and any other existing instrumentation systems, and exercise utmost caution to ensure that they remain intact and undamaged.

The Contractor shall also provide access and traffic control for re-installation of the sensors and related wiring. Re-installation will be carried out by others after cable replacement is complete. Re-installation will take approximately 14 days, 7 days for each side of the bridge. Most of operation can be carried out with only a shoulder closure and no special access equipment. For about six days, three days for each side, one right lane closure in off peak periods and use of snoopers may be required.

Payment will be made based on a percentage of the work completed under:

Item S-105, Removal and Storage of Existing Instrumentation, per lump sum.

ITEM S-106, CLEANING AND MODIFICATION OF ANCHORAGE BOXES:

This item consists of modifying the stay cable anchorage boxes in accordance with the Plans and this special provision. The term "Anchorage box" refers to a region within the cable lower anchorage zone in the extension of the cross-girder boxes confined by stiffener plates and diaphragms and located between the bearing plates on the anchorage side of the cable to the exit of the stay cables from the box cross-girder on the free length side of the cable.

Modifications to the stay cable anchorage boxes include cleaning of the anchorage boxes of all existing loose debris and solidified grout material by hammering and chiseling, pressurized water or other means necessary; field drilling of drain holes in steel plates; installation of PVC drain pipe and all necessary appurtenances; and removal of water and debris generated during modifications.

Protective paint coatings damaged or compromised during modifications must be re-painted in accordance with Section 811.08 (a)(2) of the Standard Specification.

The Contractor will be responsible for protection of vehicular and marine traffic against falling objects and other potential hazards resulting from construction activities, in accordance with the safety plan prepared under Special Provision S-101.

Payment will be made at the contract price under:

Item S-106, Cleaning and Modification of Anchorage Boxes, per each.

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ITEM S-107, CLEANING AND SEALING OF THE SUPERSTRUCTURE:

Numerous drilled or fabricated openings exist in the superstructure of the Luling Bridge. Many of these openings either had not been properly sealed originally, or the seals, hatches or nettings installed have been damaged. These openings provided easy access to birds and rodents to infest the interior of the structure, resulting in collection of heavy nesting debris and waste inside the structure. In addition to large access holes, these include holes drilled for various purposes large enough (larger than 1 inch) to allow ingress of birds into the superstructure. The spaces inside the towers have been affected more extensively.

The primary objective of this item is to clean the towers of pigeon droppings and other debris to avoid corrosive environment for the steel, and unsafe and inappropriate environment for maintenance and inspection personnel, and to seal all openings in the towers and elsewhere in the superstructure to prevent accumulation of such debris in the future.

The scope includes:

- Removal and disposal of all debris within the two main towers.
- Pressure washing of all interior of two main towers. Wash water shall be free of solids and contaminants sufficient to be qualified as potable water.
- Pumping and dry-out of the interior of towers.
- Maintaining existing drainage channels in the superstructure and eliminating the potential for water ponding.
- All access hatches, including roof scuttles, shall be repaired so that they can be sealed and locked.
- Small openings shall be sealed, and netting or other appurtenances shall be repaired or installed on openings to prevent birds from getting into the towers, main box girders or cross girders.

Contractor shall formulate a detailed execution and disposal plan and submit the plan for review and approval by appropriate permitting agencies, if required. The Contractor shall then submit this plan to the Engineer for consideration and approval prior to start of the work. The execution plan shall include the process and details such as pressure of water used for washing, type of sealing, netting, and other appurtenances to be used for holes and openings. Any follow-up cleaning within duration of this contract shall be the responsibility of the Contractor.

The Contractor will be responsible for protection of vehicular and marine traffic against falling objects and other potential hazards resulting from construction activities, in accordance with the safety plan prepared under Special Provision S-101.

Payment will be made at the contract lump sum price under:

Item S-107, Cleaning and Sealing of the Superstructure, per lump sum.

ITEM S-108, WEB-ENABLED CAMERA SYSTEM:

This item consists of providing a live feed from a digital camera documenting construction progress and marine traffic. The contractor shall direct the live feed to the project's website. The video cameras shall be placed as shown on "Exhibit "A", attached at the end of this specification, and as directed by the Engineer.

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The Contractor will be responsible for protection of vehicular and marine traffic against falling objects and other potential hazards resulting from construction activities, in accordance with the safety plan prepared under Special Provision S-101.

General: The webcam system shall be an integrated, professional-grade, high definition system designed specifically for the construction industry as a turnkey package including camera and related hardware, mounting equipment, software, data transmission wiring, website hosting, image hosting and storage, and online interface for the system and technical support.

Submittals: Submittals to be provided are as follows:

- A. Product Data
- B. Shop Drawings for power, signal, and control wiring and grounding from source to cameras and showing camera and equipment installation locations.
- C. Closeout Submittals:
 - 1. Digital Images: Submit digital still images exactly as originally recorded in the digital camera without alternation, manipulation, editing, or modifications using image editing software.
 - a. Date and Time: Include date and time in filename for each image.
 - b. Format: Submit a sortable/identifiable archive of all digital still images in DVD format or on an external hard drive.
 - 2. Time-Lapse "Movie": Compile select digital still images into a time lapse movie-like sequence of the construction period. Optimize images included and run-time length of movie to suit the Project Engineer.
 - 3. Maintenance Data: For camera system.

System Requirements:

The camera system shall consist of a tamper and impact resistant, discreet, fixed mount enclosure with integrated fixed camera, lens and controller.

The camera shall have the ability to take a high-resolution digital still image of the construction site at a set time interval, at least every 15 minutes, and upload the still images over a wireless cellular modem to a secure, password-protected website.

Surge protection shall be provided to protect components from voltage surges originating external to equipment housing and entering through power, communication, or signal leads. The surge protection for external wiring of each conductor entry connection to components shall comply with the following:

Minimum Protection: 240 Joules surge energy rating: 0.0 nanosecond surge response time.

Equipment: The system shall consist of the following equipment:

- A. Camera: The camera shall be an integrated high definition camera and lens assembly consisting of a charge coupled device with a remotely controlled focal length lens mounted as a permanent module with the following features.
 - 1. Digital Still Image Resolution; Minimum sensor size of 6.0 megapixels and at an image resolution of not less than 2816 x 2112 pixels.
 - 2. Memory: Unlimited remote storage.
 - 3. Lens: 6.3 - 63 mm (36-380 mm equivalent in 35 mm photography) system capable of ten times (10x) optical zoom (include a wide angle conversion lens with a 0.66x factor).

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Provide capability to remotely control focal length lens to change resolution, focus, and zoom.

4. Focus Mode: iESP auto, Spot AF, Selective AF target, Manual.
5. Metering Mode: Digital iESP multi-pattern auto TTL, Spot metering, Center Weighted metering.
6. Data Connection:
 - a. In areas with cellular coverage, operate cameras via built-in cellular data connection provided and maintained by the system vendor.
 - b. In areas without cellular coverage, operate cameras via a RJ-45 Ethernet data connection over broadband or satellite internet access provided and maintained by the contractor.
 - c. In areas without cellular coverage, operate cameras via a kJ-11 data connection over a dedicated analog local telephone line provided and maintained by the contractor.

7. Electrical Operation: 120 VAC at maximum 83 Watts.

- B. Camera Enclosure: Enclosure shall be of standard tamper and impact resistant housing of extruded aluminum, die cast aluminum and sheet aluminum body with factory applied powder coated finish. A sun shroud shall be provided to protect the enclosure from direct sun rays and reduce internal temperature by approximately 10 to 15 deg F.

Interface and Online Access

- A. Remote Access: The contractor shall provide an online interface system to allow viewing of all high-definition digital still images captured and stored during construction, from any location with internet access and with password protection. Images for references shall be maintained and available on the website at all times during construction and for not less than 30 days after construction.

B. Online Interface:

1. The online interface system shall be accessible by an unlimited number of human users.
2. System shall display project name.
3. Navigator: Provide calendar based navigation system for selecting specific images.
4. Zoom: Provide pan and zoom capability for zooming into high definition images.
5. User Screen Viewing Options:
 - a. Dynamic Calendar: Provide screen showing calendar in which each day displays an image for that day.
 - b. Project Dashboard: Provide screen allowing user to view multiple sites at one time.
 - c. Quad View: Provide screen showing four windows, allowing user to view last four days, weeks, or months on one screen.
 - d. Split Screen: Provide screen showing two discrete images side by side, from same camera or from two difference cameras.
 - e. Overlay Mode: Provide screen showing two discrete images overlaid, allowing user to determine differences between the two.
 - f. Full Screen: Provide screen maximizing view of images on users monitor.
6. Email: Provide capability to email photos with comments from within the system.
7. Slideshow: Provide capability to browse through images, moving forward and backward in time by individual image and by day.

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Installation:

A. General:

1. Install camera system in accordance with manufacturer's printed instructions, State and Municipality codes and approved submittals.
2. Install units at locations shown in Exhibit A to provide maximum field of view of on-site and as directed by the Project Engineer.
 - a. Install cameras at elevation that will provide uncompromised visual coverage.
 - b. Install cameras so that position of sun and man-made light sources will not come into direct contact with field of view of camera at any time during construction.
3. Securely and rigidly anchor products in place.
4. Connect cameras to data cable.

B. The camera system shall be protected from damage due to lightning.

Field Quality Control: Cameras shall be tested on site prior to mounting units in their predetermined positions.

Cleaning and Adjusting: Installed items shall be cleaned using methods, and materials recommended in writing by the manufacturer. Cameras shall be checked and adjusted to ensure proper operation and function.

Operation, Termination and Removal:

A. Maintenance: Maintain camera equipment in good operating condition on a 24-hour basis unit removal.

B. Termination and Removal: Remove camera system as directed by the Project Engineer.

1. Camera system including associated appurtenances and mounting equipment shall become the property of the Department.
2. Camera system shall be delivered in its original packaging as directed by the Project Engineer.

Payment:

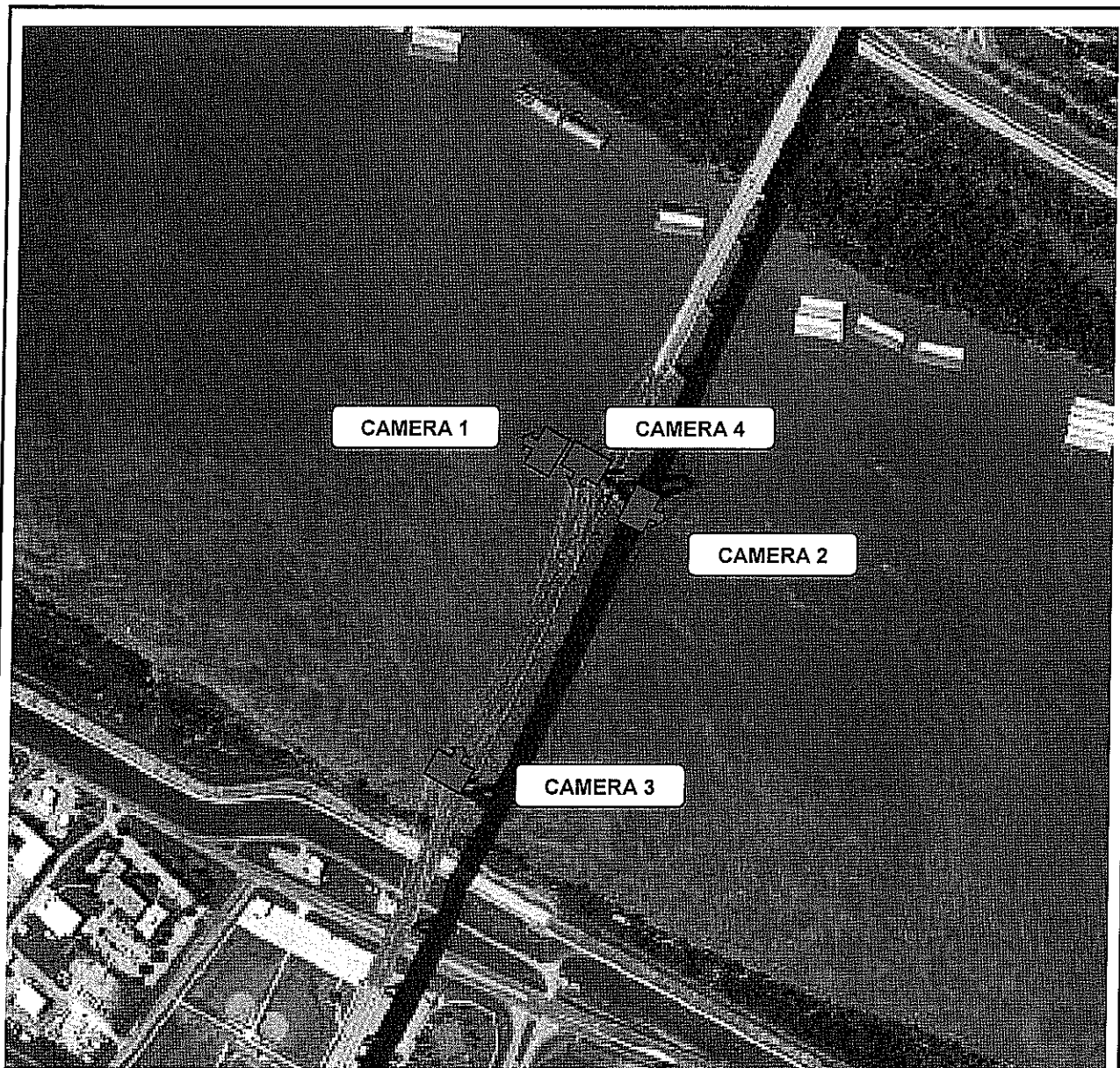
Measurement of the Web-Enabled Camera System will be lump sum in accordance with the following payment schedule. Payment will be made at the contract lump sum price for the accepted web-enabled camera system.

Percent of Total Contract Amount	Allowable Percent of Lump Sum Web-Enabled Camera System
Initial Installation	70
50	85
100	100

Payment will be made under:

Item S-108, Web-Enabled Camera System, per lump sum.

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Notes:

1. Camera 1 shall be mounted on the upstream fascia near Tower 3 at or below deck level to capture upstream river traffic.
2. Camera 2 shall be mounted on the downstream fascia near Tower 3 at or below deck level to capture downstream river traffic.
3. Camera 3 shall be mounted on or near the top of Tower 2, at the center of the bridge to capture construction operations at Tower 3 and traffic on the North Approach.
4. Camera 4 shall be mounted on or near the top of Tower 3, at the center of the bridge to capture construction operations at Tower 2 and traffic on the South Approach.
5. Final camera positions and mounting details shall be approved by the Engineer.

S-108, Exhibit A, Camera Locations and Notes

ITEM S-109, REPAIR CRACK IN DECK PLATE:

This item consists of furnishing all the repair/replacement material, labor, supervision and equipment to satisfactorily repair existing cracks in the orthotropic steel deck plate at locations as shown on the contract plans, as described herein, and/or as directed by the Engineer.

The work under this item shall include: cleaning, cutting, grinding/buffing, and drilling the existing steel; saw-cutting and removing existing wearing surface; placing a sheet metal form with construction adhesive and placing a new wearing surface; removal of sheet metal form and general cleanup of the repair area; and the removal and satisfactory disposal of all materials/elements removed from the bridge structure during the performance of the work.

The work under this item shall also include the performance of magnetic particle testing of the repair area as described in the contract documents.

All work must be performed in accordance with the traffic control requirements shown in the Plans.

The Contractor will be responsible for protection of vehicular and marine traffic against falling objects and other potential hazards resulting from construction activities, in accordance with the safety plan prepared under Special Provision S-101.

The Contractor is advised that he will be required to coordinate his work with the activities of the State, or other Contractors, who may be performing work on other assignments nearby and/or in the same area as the work to be performed under this item.

Submittal Requirements:

Prior to the start of work on this item, the Contractor shall prepare and submit for approval his proposed Sequence of Construction for the work under this item. This proposed sequence shall detail the Contractor's intended activities to perform the work, including, but not limited to, means and methods, equipment, testing, means of access, and anticipated schedule.

Reference Documents:

Reference documents in order of precedence:

- a. Plans.
- b. Louisiana Bridge Design Manual, 2006 Edition.
- c. American Association of State Highway and Transportation Officials *Standard Specifications for Highway Bridges*, 17th Edition.

Materials:

- a. New Wearing Surface: Shall be an composite non-skid polymetric overlay composed of a total yield of ~70 sf/gal, by application of a minimum of 18 sf/gal of CCNanopoxy 33C/956, a two-component epoxy resin system, followed by an excess of Basalt Quartzite Granite "Arkansas Flint Rock" as manufactured by Crescent City Composites, Inc, or approved equal. The size distribution of the aggregate is as follows:

<u>US Sieve Size</u>	<u>% by Weight. Passing Sieve</u>
6	100%
10	10-35%
20	0-3%

Construction Requirements:

- a. General: Field workmanship shall be in accordance with the best practice, and all work shall conform to the LaDOTD *Standard Specifications for Roads and Bridges*, 2006, as amended by these Special Provisions, and other such standards as are referenced herein or on the Plans.
- b. Surface Preparation: the work area shall be cleaned to SP-3/PWB for a distance of 12" to each side of the transverse stiffener where the work is to be performed. The surface to receive new wearing surface shall be sand or shot blasted to "near white - SSPC-SP10". The cleaned surface shall be blown with dry compressed air and overlaid before any "flash" rusting is observed.
- c. The new wearing surface shall be installed per the latest manufacturer's written instructions. A field representative will be on-site during the surface preparation, mixing, installation and curing of the product.
- d. Testing: Magnetic Particle Testing shall be performed by personnel trained and certified to perform this task.

COMPENSATION

Method of Measurement

Item S-109 - REPAIR CRACK IN DECK PLATE will be measured by the number of locations, Each, of repairs performed and accepted.

Basis of Payment

Payment for Item S-109 - REPAIR CRACK IN DECK PLATE will be made at the Contract unit price bid, Each, which price shall include full compensation for all materials, tools, labor and equipment necessary and incidental to complete the work in accordance with the contract documents and/or as directed by the Engineer.

Payment Items

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
S-109	Repair Crack in Deck Plate	each

ITEM S-110, GRIND CRACK IN WELD:

This item consists of furnishing all the repair/replacement material, labor, supervision and equipment to satisfactorily grind existing cracks in the welds connecting the box girder transverse stiffener to the orthotropic steel deck plate at locations as shown on the contract plans, as described herein, and/or as directed by the Engineer.

The work under this item shall include: cleaning, cutting, and grinding/buffing the existing steel; general cleanup of the repair area; and the removal and satisfactory disposal of all materials/elements removed from the bridge structure during the performance of the work.

The work under this item shall also include the performance of magnetic particle testing of the repair area as described in the contract documents.

All work must be performed in accordance with the traffic control requirements shown in the Plans.

The Contractor will be responsible for protection of vehicular and marine traffic against falling objects and other potential hazards resulting from construction activities, in accordance with the safety plan prepared under Special Provision S-101.

The Contractor is advised that he will be required to coordinate his work with the activities of the State, or other Contractors, who may be performing work on other assignments nearby and/or in the same area as the work to be performed under this item.

Submittal Requirements:

Prior to the start of work on this item, the Contractor shall prepare and submit for approval his proposed Sequence of Construction for the work under this item. This proposed sequence shall detail the Contractor's intended activities to perform the work, including, but not limited to, means and methods, equipment, testing, means of access, and anticipated schedule.

Reference Documents:

Reference documents in order of precedence:

- a. Plans.
- b. Louisiana Bridge Design Manual, 2006 Edition.
- c. American Association of State Highway and Transportation Officials *Standard Specifications for Highway Bridges*, 17th Edition.

Construction Requirements:

- a. General: Field workmanship shall be in accordance with the best practice, and all work shall conform to the LaDOTD *Standard Specifications for Roads and Bridges*, 2006, as amended by these Special Provisions, and other such standards as are referenced herein or on the Plans.

- b. Surface Preparation: the work area shall be cleaned to SP-3/PWB for a distance of 12" to each side of the transverse stiffener where the work is to be performed.
- c. Testing: Magnetic Particle Testing shall be performed by personnel trained and certified to perform this task.

COMPENSATION

Method of Measurement

Item S-110 - GRIND CRACK IN WELD will be measured by the number of locations, Each, of repairs performed and accepted.

Basis of Payment

Payment for Item S-110 - GRIND CRACK IN WELD will be made at the Contract unit price bid, Each, which price shall include full compensation for all materials, tools, labor and equipment necessary and incidental to complete the work in accordance with the contract documents and/or as directed by the Engineer.

Payment Items

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
S-110	Grind Crack in Weld	each

ITEM S-111, REPAIR CRACK IN DECK RIB:

This item consists of furnishing all the repair/replacement material, labor, supervision and equipment to satisfactorily repair existing cracks in the rib of the orthotropic steel deck, underneath the lifting lug at locations as shown on the contract plans, as described herein, and/or as directed by the Engineer.

The work under this item shall include: cleaning, drilling, and grinding the existing steel; general cleanup of the repair area; and the removal and satisfactory disposal of all materials/elements removed from the bridge structure during the performance of the work.

The work under this item shall also include the performance of magnetic particle testing of the repair area as described in the contract documents.

All work must be performed in accordance with the traffic control requirements shown in the Plans.

The Contractor will be responsible for protection of vehicular and marine traffic against falling objects and other potential hazards resulting from construction activities, in accordance with the safety plan prepared under Special Provision S-101.

The Contractor is advised that he will be required to coordinate his work with the activities of the State, or other Contractors, who may be performing work on other assignments nearby and/or in the same area as the work to be performed under this item.

Submittal Requirements:

Prior to the start of work on this item, the Contractor shall prepare and submit for approval his proposed Sequence of Construction for the work under this item. This proposed sequence shall detail the Contractor's intended activities to perform the work, including, but not limited to, means and methods, equipment, testing, means of access, and anticipated schedule.

Reference Documents:

Reference documents in order of precedence:

- a. Plans.
- b. Louisiana Bridge Design Manual, 2006 Edition.
- c. American Association of State Highway and Transportation Officials *Standard Specifications for Highway Bridges*, 17th Edition.

Construction Requirements:

- a. General: Field workmanship shall be in accordance with the best practice, and all work shall conform to the LaDOTD *Standard Specifications for Roads and Bridges*, 2006, as amended by these Special Provisions, and other such standards as are referenced herein or on the Plans.
- b. Surface Preparation: the work area shall be cleaned to SP-3/PWB for a distance of 12" to each side of the transverse stiffener where the work is to be performed.
- c. Testing: Magnetic Particle Testing and Ultrasonic Testing shall be performed by personnel trained and certified to perform these tasks.

COMPENSATION

Method of Measurement

Item S-111 - REPAIR CRACK IN DECK RIB will be measured by the number of locations, Each, of repairs performed and accepted.

Basis of Payment

Payment for Item S-111 - REPAIR CRACK IN DECK RIB will be made at the Contract unit price bid, Each, which price shall include full compensation for all materials, tools, labor and equipment necessary and incidental to complete the work in accordance with the contract documents and/or as directed by the Engineer.

Payment Items

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
S-111	Repair Crack in Deck Rib	each

ITEM S-112, REPAIR CRACK IN CROSS GIRDER:

This item consists of furnishing all the repair/replacement material, labor, supervision and equipment to satisfactorily repair existing cracks in welds of the transverse cross-girders at locations as shown on the contract plans, as described herein, and/or as directed by the Engineer.

The work under this item shall include: cleaning, grinding, welding and painting the existing steel; general cleanup of the repair area; and the removal and satisfactory disposal of all materials/elements removed from the bridge structure during the performance of the work.

The work under this item shall include the performance of magnetic particle and ultrasonic testing of the repair area as described in the contract documents.

All work must be performed in accordance with the traffic control requirements shown in the Plans.

The Contractor will be responsible for protection of vehicular and marine traffic against falling objects and other potential hazards resulting from construction activities, in accordance with the safety plan prepared under Special Provision S-101.

The Contractor is advised that he will be required to coordinate his work with the activities of the State, or other Contractors, who may be performing work on other assignments nearby and/or in the same area as the work to be performed under this item.

Submittal Requirements:

Prior to the start of work on this item, the Contractor shall prepare and submit for approval his proposed Sequence of Construction for the work under this item. This proposed sequence shall detail the Contractor's intended activities to perform the work, including, but not limited to, means and methods, equipment, testing, means of access, and anticipated schedule.

Reference Documents:

Reference documents in order of precedence:

- a. Plans.
- b. Louisiana Bridge Design Manual, 2006 Edition.
- c. American Association of State Highway and Transportation Officials *Standard Specifications for Highway Bridges*, 17th Edition.

Construction Requirements:

- a. General: Field workmanship shall be in accordance with the best practice, and all work shall conform to the LaDOTD *Standard Specifications for Roads and Bridges*, 2006, as amended by these Special Provisions, and other such standards as are referenced herein or on the Plans.
- b. Surface Preparation: the work area shall be cleaned to SP-3/PWB for a distance of 12" to each side of the transverse stiffener where the work is to be performed.
- c. Testing: Magnetic Particle Testing and Ultrasonic Testing shall be performed by personnel trained and certified to perform these tasks.
- d. Grinding: The existing weld will be ground out as a V notch. The angle of the V shall be between 70 and 90 degrees.
- e. Welding: All welding, including preparation, workmanship, qualification and testing shall be in accordance with the provisions of the *Bridge Welding Code* AASHTO/AWS D1.5M/D1.5, 2008.

Electrodes used for welding to weathering steel shall match the corrosion resistance of that steel. Refer to AASHTO/AWS D1.5-02, Table 4.3.

COMPENSATION

Method of Measurement

Item S-112 - Repair Crack in Cross-Girder will be measured by the number of locations, each, of repairs performed and accepted.

Basis of Payment

Payment for Item S-112 - Repair Crack in Cross-Girder will be made at the contract unit price bid, each, which price shall include full compensation for all materials, tools, labor and equipment necessary and incidental to complete the work in accordance with the contract documents and/or as directed by the Engineer.

Payment Items

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
S-112	Repair Crack in Cross Girder	each

ITEM S-113, REPAIR EXPANSION JOINT:

This item consists of furnishing all repair/replacement material, and the labor, supervision and equipment to satisfactorily repair the existing bridge expansion joints at Pier 1N (STA. 269+25) per the repair scope and procedures in these Plans and Special Provisions.

All work must be performed in accordance with the traffic control requirements shown in the Plans.

The Contractor will be responsible for protection of vehicular and marine traffic against falling objects and other potential hazards resulting from construction activities, in accordance with the safety plan prepared under Special Provision S-101.

The expansion joint at Pier 1N utilizes two different sizes of bridge end modular expansion joints. A WABO- MAURER type seven rail assembly is found on the Southbound Roadway and a WABO-MAURER type nine rail assembly found on the Northbound roadway. Both installations consist of seven support assemblies of support bars, bearings, compression springs, control springs, rails, and seals. Each support assembly consists of one support bar for each rail. Southbound would therefore have seven support assemblies with seven support bars each while Northbound would have seven support assemblies with nine support bars each. Each rail is securely welded to its own respective support bar at each support assembly. Each support bar is secured into the structural bridge and pier elements by a compressible Teflon coated epoxy lower bearing and a similar but opposing upper compression spring. These provide impact cushion for each rail support bar relative to the structural elements of the bridge, while the Teflon and stainless steel slide plates of each support bar allows the bar to move with the thermal changes of the bridge. An additional Stabilizer Bar is installed at each curb for added rail support on the Southbound Roadway. These additional two bars also have bearings and compression springs.

Contractor is advised to perform the joint seal and support assembly cleaning work prior to forcing any rails or support bars out of normal positions so as not to damage existing seals.

Rails – Replacement: Rail #2 is cracked and a portion of rail #3 is missing on the Northbound Roadway. The work scope will be the removal of existing sections of rail and providing and installing, by welding, new A588 rails sections. To accomplish the work the seals adjacent to the rails need to be removed and reinstalled (see Seals – Remove/Reinstall). For bidding purposes, the Contractor will allow for installing 25' of rail section.

Stainless Steel Slides – Replacement: Three (3) of the stainless steel slide cover plates are missing between the support bars and support bearings. The ends of the support bars have a 12ga 304 stainless steel slide cover plate between the support bar top and its compression spring and the support bar bottom and its bearing. These thin slides were initially riveted with 304 stainless steel rivets or spot tack welded to the bar. The work scope will be the removal of any existing support bar underside attachment rivet(s) and/or weld and providing and installing, by tack welding, stainless steel slide plate to the cleaned surface of the existing A588 support bar. For bidding purposes, Contractor is to allow for attaching five (5) 304 stainless steel slide plates by tack welding.

Support Bar Compression Springs – Replacement: Three (3) of the support bar compression springs are dislodged and will be replaced. The work scope will be to removal of existing support bar compression springs and providing and installing new support bar compression springs. To accomplish the work the lower bearing will need to be removed and reset/replace (see Support Bar Bearings – Rotation/Reposition & Replacement). For bidding purposes, Contractor is to allow for replacing (5) support bar compression springs.

Support Bar Bearings – Rotation/Reposition & Replacement: Many of the support bar bearings have rotated out of position and/or are loose or missing. Southbound has $7 \times 7 = 49$ support bars and two stabilizer bars for a total for $51 \times 2 = 102$ bearings and 102 compression springs. Northbound has $7 \times 9 = 63$ support bars for a total of $63 \times 2 = 126$ bearings and 126 compression springs. Of the total 228 bearings, a minimum of 27 need to be replaced (loose, worn, or missing) and at least 77 need to be rotated back into position – 46% of the 228 total lower bearings. The work scope requires that individual support bars be jacked up a minimum of $\frac{1}{8}$ " to allow for a rotation adjustment and just over $\frac{3}{8}$ " for replacement. Such action will compress the compression spring on top of the support bar. Previous tests conducted on new replacement compression springs indicate that it will take 3,600 lbs of compression to force the support bar up $\frac{1}{2}$ ". This would allow enough clearance for the removal/replacement of the support bar lower bearing. For bidding purposes, the Contractor will plan on replacing all 104 bearings designated as replace or rotate in the PLANS as well as allow for the rotation and reuse of an additional 16 existing yet-to-be designated specific bearings to be determined and marked by the Engineer at the time of start of work.

Control Spring and/or Dowel – Replacement: Two (2) of the HDPE springs and dowels are dislodged and eight (8) of the dowels are dislodged. The rails are held in equally spaced alignment for varying joint openings by control springs captured between each adjacent rail support bar at each support assembly. The control springs are a new HDPE design doweled into position by a $\frac{3}{4}$ " diameter nylon rod (replaced in 2004). Each spring pushes against its support bar bracket counterpart thereby forcing the attached rail/support bar into an equal distance from each other as the total joint opening changes. Previous tests conducted on replacement control springs took 1000 lbs of compression force to compress the $5 \frac{1}{8}$ " new control spring unit 2". Individual rail spacing may have to be adjusted by hydraulic rams to facilitate control spring and/or dowel installation. The Northbound unit utilizes $4 \frac{1}{2}$ " units and the Southbound utilizes $5 \frac{1}{8}$ " units. The work scope will be the removal of existing control springs and/or dowel and providing and installing new control springs and/or dowel. For bidding purposes, Contractor is to allow for replacement of (8) control springs and dowels.

Seals – Remove/Reinstall: Seals #2, 3 & 4 Northbound will be removed and reinstalled to facilitate rail repairs. Individual rail spacing may have to be adjusted by hydraulic rams to facilitate seal installation. The work scope will be removal and reinstalling seals along with the cleaning of the existing rail insert glands. Replacement seals will be inclusive of the design upturns at the barrier and will be installed as one continuous piece of seal. For bidding purposes, the Contractor will plan on reinstalling 120' of seals as well reinstalling 80 linear feet of seals Southbound and 80 linear feet Northbound as directed by the Engineer.

Holding Plate Bolts – Replace: Holding plate bolts are loose and/or missing and need replacement. The work scope will be the removal of existing bolts and providing and installing new galvanized bolts. For bidding purposes, Contractor is to allow for replacing fifteen (15) holding plate bolts.

Vendor Assistance: Contractor is advised that the expansion joint vendor Watson-Bowman Acme has inspected the joints in a previous contract and has an excellent understanding of the repairs required. Vendor has also prepared basic recommended repair procedures and the Contractor will contact the Vendor and, in concert, develop delivery schedules and specific

repair procedures to best fit the Contractor's overall Project schedule, sequence and repair plans.
Recommended Vendor contact is:

Mr. Jim Weglarski @ (716) 691-8162 (ext.234) or (716) 691-9239 (fax)

LULING I-310 – Expansion Joint Repairs (as of October 31, 2008) [All numbers are from outside in & pier to bridge] See Sheets 154-158 for details

Southbound (8 Seals/7 Rails/7 Supports Assemblies)

Clean all seals of foreign matter

Clean all support assemblies of foreign matter

SA1 – No deficiencies noted

SA2 – Rotate pier side bearing @ SB3

Rotate bridge side bearings @ SB5 & SB7

Replace Control Spring between SB3 & SB4

SA3 – Rotate pier side bearing @ SB2, SB3, SB4, & SB6

Rotate bridge side bearings @ SB2, SB3, SB6, & SB7

SA4 – Rotate pier side bearings @ SB2, SB3, & SB4

Rotate bridge side bearings @ SB5 & SB6

Replace control spring dowel between SB6 & SB7

SA5 – Rotate pier side bearings @ SB3, SB4, & SB6

Rotate bridge side bearings @ SB2, SB4, SB5, & SB6

SA6 – Rotate pier side bearings @ SB1, SB3, SB4, SB5 & SB6

Rotate bridge side bearings @ SB4 & SB6

SA7 – No deficiencies noted

Remove and Reinstall Seals - 80 linear feet – as directed by the Engineer

Northbound (10 Seals/9 Rails/7 Supports Assemblies)

Clean all seals of foreign matter

Clean all support assemblies of foreign matter

SA1 – Replace pier side compression spring @ SB2

Replace missing pier side bearings @ SB1 & SB2

Rotate pier side bearings @ SB4, SB5 & SB6

Rotate bridge side bearings @ SB5, SB7, & SB9

SA2 – Rotate pier side bearings @ SB6, SB7, SB8, & SB9

Replace loose bridge side bearing @ SB3, SB4, SB5, & SB7

Rotate bridge side bearings @ SB6, SB8, & SB9

SA3 – Replace missing pier side stainless steel slide @ SB7 & SB8

Replace missing bridge side stainless steel slide @ SB8

Replace missing pier side bearings @ SB6, SB7, SB8, & SB9

Rotate pier side bearings @ SB3 & SB5

Replace undersized bridge side bearings @ SB7

Rotate bridge side bearings @ SB2, SB3, SB4, SB5, SB6, & SB8

Replace missing control spring dowels between SB5 & SB6, SB6 & SB7, SB7 & SB8

and SB8 & SB9

SA4 – Replace pier side compression springs @ SB8

Replace loose/missing pier side bearings @ SB2, SB3, SB4, SB5, SB8, & SB9

Rotate pier side bearings @ SB6 & SB7

- Replace loose bridge side bearing @ SB3, SB4, SB5, & SB6
- Rotate bridge side bearings @ SB2, SB8, & SB9
- Replace control spring and dowel between SB1 & SB2
- Replace 1 holding plate bolt @ SB1
- SA5 – Replace loose pier side bearing @ SB7
- Rotate pier side bearing @ SB3, SB4, SB5, & SB8
- Replace loose bridge side bearings @ SB2 & SB3
- Rotate bridge side bearings @ SB5, SB6, & SB7
- Replace 3 holding plate bolts @ SB9
- SA6 – Rotate pier side bearings @ SB2, SB3, SB4, SB5, SB6, & SB7
- Replace loose bridge side bearings @ SB3 & SB9
- Rotate bridge side bearings @ SB1, SB2 & SB6
- Replace 3 holding plate bolts @ SB1
- SA7 – Replace pier side compression springs @ SB3
- Rotate pier side bearings @ SB3 & SB4
- Replace missing bridge side bearing @ SB6
- Rotate bridge side bearings @ SB1, SB2, & SB4
- Replace control spring dowel between SB5 & SB6
- Remove and Reinstall Seals - #2, #3 & #4
- Remove and Reinstall Seals - 80 linear feet – as directed by the Engineer
- Remove 6'-0"± of rail #2 from midway between SB2 & SB3 to SB3 & SB4. Splice 6'-0"± of new rail to existing rail #2
- Remove 5'-0" ± of rail #3 to the east of missing rail piece at SB3. Remove 5'-0" ± of rail #3 to the west of missing rail piece at SB4. Splice 15'-0" ± of new rail to existing rail #3

Summary of supply and work scope for Item S-113, Repair Expansion Joints (Lump Sum):

Remove and Replace Rail	25 lf.
Install new stainless steel slide	5 ea.
Replace support bar compression spring	5 ea.
Replace support bar bearing	104 ea.
Reposition/rotate support bar bearing	16 ea.
Replace 5¼" control spring and dowel rod	2 ea.
Replace 4½" control spring and dowel rod	6 ea.
Remove and replace bolts	15 ea.
Remove and reinstall joint seal	280 lf.
Clean debris from existing joint seals and roadway	all seals
Clean debris from existing support assemblies	all assemblies

COMPENSATION

Method of Measurement

Item S-113 - Repair Expansion Joint will not be measured.

Basis of Payment

Payment for Item S-113, Repair Expansion Joint will be made at the lump sum price bid, which price shall include full compensation for all materials, tools, labor and equipment necessary and

incidental to complete the work in accordance with the contract documents and/or as directed by the Engineer.

Payment shall be made under:

Item S-113, Repair Expansion Joint, per each.

ITEM S-114, REPAIR FAIRING PLATE:

This item consists of furnishing all the repair/replacement material, labor, supervision and equipment to rehabilitate the entire fairing plate and to also repair pitted or voided areas of the existing wind fairing plates on the cable stay main span that are attached on both the east and west side of the bridge.

Voids and loss of steel section currently exist in the fairing plates due to corrosion. The existing fairing plates for the cable stay main span are 1,250 feet long on the east and west side of the bridge and consists of steel plate. The existing fairing plate consists of two weathering steel plates, one that extends from the top of the barrier rail at deck level and the other to the bottom of the steel box girder. The fairing plates are braced with stiffeners consisting of weathering steel plates and steel angles throughout its 1,250 ft. length.

The work and proposed material to be used under this item shall include the following:

1. Pressure wash inside of east and west fairing plate (1,250 feet for each fairing plate).
2. Apply a fairing compound mixture of Epon 828 (or approved equal) and Ancamine 2390 (or approved equal) mixed with Cabosil (or approved equal) and Fillite (or approved equal) to the inside of plate locations where the fairing plate has voids or has rusted through. This application is to fill voids and to bring the plate to original dimensions. It is currently approximated from the latest July 2008 bridge inspection report that approximately 20 square feet of pitting and void areas are present in the existing east fairing plate and 21 square feet of pitting and void areas in the existing west fairing plate.
3. Apply a coating of Epon 813 Resin (or approved equal) and Epikure 3055 (or approved equal) to the entire inside area of the fairing plate and stiffeners.
4. Apply a polyurethane foam façade (or approved equal) in a 45 degree angle from the edge of all stiffeners to the fairing plate.
5. Install a 9 ounce per square yard, 8 Harness Satin (8HS) weave glass cloth, Style No. 7781 (or approved equal) to all interior fairing plate areas.
6. Apply a second coat of Epon 813 Resin (or approved equal) and Epikure 3055 (or approved equal) to the entire inside area of the fairing plate and stiffeners.

The actual locations and quantity of repairs for the pitting and void areas may vary from these plans, the contractor will inspect the fairing areas prior to beginning work to verify these repair areas and adjust as needed. The Contractor will be paid for the actual, authorized, accepted and completed repair areas.

The Contractor is advised that he will be required to coordinate this work with other work in similar areas of the bridge. The Contractor is responsible for protection of vehicular and marine traffic against falling objects and other potential hazards resulting from construction activities, in accordance with the safety plan prepared under Special Provision S-101.

References:

1. Bridge superstructure details for S.P. NO. 450-37-0002 may be referred to for the wind fairing details. Available from LA DOTD.
2. Bridge Inspection Report, TranSystems, July, 2008. Available from LA DOTD.

Submittals:

Prior to start of work on this item, the Contractor shall prepare and submit for approval his proposed sequence of construction for the work under this item. The proposed sequence shall detail the Contractor's intended activities to perform this work, including but not limited to, material to be used, pitted and void repair areas, means and methods, equipment, means of access and anticipated schedule.

Payment shall be made at the contract price under:

Item S-114, Repair Fairing Plate, per lump sum.

CONTRACT TIME: The entire contract shall be completed in all details and ready for final acceptance in accordance with Subsection 105.17(b) within the time specified by the contractor, which shall not exceed the maximum allowable contract time stated on the "Contract Time" form contained elsewhere herein.

Prior to assessment of contract time, the contractor will be allowed 60 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.

The contractor is directed to the special provisions and the plans for any restrictions that may affect work schedules.

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

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

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

PART I – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION, DEFINITIONS, AND TERMS:

Subsection 101.03 – Definitions (07/07), Pages 3 – 13).

Delete the definition for “Proposal/Bid Guaranty” and substitute the following.

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

SECTION 102 – BIDDING REQUIREMENTS:

Subsection 102.09 – Proposal / Bid Guaranty (07/07), Page 19.

Delete the contents of this subsection and substitute the following.

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 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.

SECTION 107 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

Subsection 107.05 – Federal Aid Participation (04/08), Pages 57 and 58.

Delete the second paragraph.

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.

PART II – EARTHWORK

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.

PART III – BASE COURSES

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 305 – SUBGRADE LAYER:

Subsection 305.06 – Payment (01/08), Page 184.

Delete the contents of this subsection and substitute the following.

305.06 Payment. Payment for subgrade layer will be made at the contract unit price which includes lime, lime treatment, cement, cement treatment, water, stone, recycled portland cement concrete, crushed slag, blended calcium sulfate, asphaltic concrete, and asphalt curing membrane or prime coat, subject to the payment adjustment provisions of Section 1002 for specification deviations of asphalt materials and Subsection 303.11(a) for density deficiencies of cement treated materials. Adjustments in pay for increase or decrease in the percent cement ordered by the engineer will be in accordance with Subsection 303.13. Adjustments in pay for

increase or decrease in the percent lime ordered by the engineer will be based on the price of lime shown on paid invoices (total of all charges). The Materials and Testing Section will provide the payment adjustment percentage for properties of asphalt materials.

Payment for geotextile fabric will be included in the contract unit price for subgrade layer.

Payment will be made under:

Item No.	Pay Item	Pay Unit
305-01	Subgrade Layer _____ in (mm) Thick	Square Yard (Sq m)

SECTION 307 – PERMEABLE BASES:

Subsection 307.02 – Materials (09/07), Pages 187 and 188.

Delete the contents of Subheading (b), Asphalt, and substitute the following.

(b) Asphalt: The asphalt for asphalt treated permeable base shall be an approved polymer modified asphalt cement, PG 76-22m, or PG 82-22rm complying with Section 1002. The percentage of asphalt cement shall be 2.0 percent to 4.0 percent by weight (mass) of the total mixture. Asphalt cement content and mixing process shall be such that all aggregates are visibly coated. The mixture shall retain 90 percent coating when tested in accordance with DOTD TR 317.

A job mix formula shall be submitted and approved in accordance with Section 502.

SECTION 308 – IN-PLACE CEMENT TREATED BASE COURSE:

All Subsections within Section 308 – (07/07), Pages 191 – 198.

Whenever the reference to “DOTD TR-432, Method D” is used, it shall mean “DOTD TR-432”.

PART V – ASPHALTIC PAVEMENTS

SECTION 502 – SUPERPAVE ASPHALTIC CONCRETE MIXTURES:

Subsection 502.02 – Materials (08/06) (11/07), Pages 210 – 213.

Delete Table 502-2, Superpave Asphalt Cement Usage under Subheading (a) and substitute the following.

Table 502-2
Superpave Asphalt Cement Usage

Current Traffic Load Level	Mixture Type	Grade of Asphalt Cement
Level 1	Wearing Course	PG 70-22m
	Binder Course	PG 70-22m
	Base Course	PG 64-22
Level 2	Wearing Course	PG 76-22m
	Binder Course	PG 76-22m
Level A	Incidental Paving	PG 70-22m

Note: A PG 82-22 rm, Waste Tire Rubber Modified Asphalt, may be substituted for any other grade of asphalt cement.

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

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 ¹
IV	All mixtures, except travel lane wearing courses ²

¹ 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.

² 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.

Subsection 502.14 – Lot Sizes (11/07). Pages 232 and 233.

Delete the first sentence of the first paragraph and substitute the following.

A lot is a segment of continuous production of asphaltic concrete mixture from the same job mix formula produced for the Department at a specific plant, delivered to a specific DOTD project.

SECTION 508 – STONE MATRIX ASPHALT:

Subsection 508.01 – Description (09/07), Page 274.

Delete this subsection and substitute the following.

508.01 DESCRIPTION. This work consists of furnishing and constructing Stone Matrix Asphalt (SMA) which is a plant mixed asphalt concrete wearing course for high traffic applications. This mixture is a rut resistant hot mix design with stone on stone contact. The mixture shall be composed of a PG 76-22m, or PG 82-22rm asphalt cement and a gap graded coarse aggregate structure. Mineral filler and/or fibers shall be used to control draindown. This work shall be in accordance with these specifications, plan details, and as directed. All requirements of Section 502 apply to Stone Matrix Asphalt, except as modified herein. All plant and paving equipment and processes must meet the requirements of Section 503.

Mixture used for shoulder may be Stone Matrix Asphalt or any mixture type shown in Table 502-5.

Subsection 508.02 – Materials (09/07), Page 274.

Delete the contents of subheading (a), Asphalt Cement and substitute the following.

(a) Asphalt Cement: Asphalt cement shall be PG 76-22m, or PG 82-22rm as listed on QPL 41 and complying with Section 1002.

PART VI – RIGID PAVEMENT

SECTION 602 – PORTLAND CEMENT CONCRETE PAVEMENT

REHABILITATION:

Subsection 602.17 – Payment (09/07), Pages 341 – 344.

Delete the last paragraph of Subheadings (d), Full Depth Corner Patching of Jointed Concrete Pavement, (e) Full Depth Patching of Jointed Concrete Pavement, and (g) Patching Continuously Reinforced Concrete Pavement, and substitute the following.

Payment for deteriorated base course removed as directed by the engineer and replaced with concrete will be made as follows: The value per inch (mm) thickness will be determined by dividing the contract unit price per square yard (sq m) by the plan thickness. Thickness of patches will be measured from the surface that exists at the time of patching. Payment for the additional thickness will be made at 50 percent of the value per inch (mm) thus determined.

PART VII – INCIDENTAL CONSTRUCTION

SECTION 701 – CULVERTS AND STORM DRAINS:

All Subsections within Section 701 (08/07), Pages 347 – 358.

Delete Section 701, Culverts and Storm Drains and substitute the following.

SECTION 701
CULVERTS AND STORM DRAINS

701.01 DESCRIPTION. This work consists of furnishing, installing, and cleaning pipe, pipe arch, storm drains and sewers, also referred to as culverts or conduit, in accordance with these specifications and in conformity with lines and grades shown on the plans or established.

701.02 MATERIALS. Materials shall comply with the following sections and subsections:

Usable Soil	203.06(a)
Selected Soil	203.06(b)
Plastic Soil Blanket	203.10
Mortar	702.02
Flowable Fill	710
Portland Cement Concrete	901
Reclaimed Asphaltic Pavement (RAP)	1003.01 & 1003.04(d)
Stone	1003.03(b)
Recycled Portland Cement Concrete	1003.03(c)
Granular Material	1003.07
Bedding Material	1003.08
Concrete Sewer Pipe	1006.02
Reinforced Concrete Pipe	1006.03
Reinforced Concrete Pipe Arch	1006.04
Gasket Materials	1006.06
Plastic Pipe	1006.07
Split Plastic Coupling Bands	1006.07(d)(4)
Plastic Yard Drain Pipe	1006.09
Bituminous Coated Corrugated Steel Pipe and Pipe Arch	1007.02
Structural Plate for Pipe, Pipe Arch and Arch	1007.04
Corrugated Aluminum Pipe and Pipe Arch	1007.05
Coupling Bands	1007.09
Reinforcing Steel	1009
Geotextile Fabric	1019

(a) Side Drain Pipe or Side Drain Pipe Arch: When the item for Side Drain Pipe or Side Drain Pipe Arch is included in the contract, the contractor has the option of furnishing reinforced concrete pipe or reinforced concrete pipe arch, corrugated metal pipe or corrugated metal pipe arch, or plastic pipe, as allowed by EDSM II.2.1.1 or unless otherwise specified.

(b) Cross Drain Pipe or Cross Drain Pipe Arch: When the item for Cross Drain Pipe or Cross Drain Pipe Arch is included in the contract, the contractor has the option of furnishing reinforced concrete pipe or reinforced concrete pipe arch, corrugated metal pipe or corrugated metal pipe arch, or plastic pipe, as allowed by EDSM II.2.1.1 or unless otherwise specified.

(c) Storm Drain Pipe or Storm Drain Pipe Arch: When the item for Storm Drain Pipe or Storm Drain Pipe Arch is included in the contract, the contractor has the option of furnishing reinforced concrete pipe or reinforced concrete pipe arch, or plastic pipe, as allowed by EDSM II.2.1.1 or unless otherwise specified.

(d) Yard Drain Pipe: When the item for Yard Drain Pipe is included in the contract, the contractor has the option of furnishing concrete sewer pipe, plastic yard drain pipe or plastic pipe in accordance with Section 1006 unless otherwise specified.

(e) Material Type Abbreviations:

(1) Reinforced Concrete Pipe:

RCP	Reinforced Concrete Pipe
RCPA	Reinforced Concrete Pipe Arch

(2) Corrugated Metal Pipe:

CAP	Corrugated Aluminum Pipe
CAPA	Corrugated Aluminum Pipe Arch
CMP	Corrugated Metal Pipe
CMPA	Corrugated Metal Pipe Arch
CSP	Corrugated Steel Pipe
CSPA	Corrugated Steel Pipe Arch
BCCSP	Bituminous Coated Corrugated Steel Pipe
BCCSPA	Bituminous Coated Corrugated Steel Pipe Arch

(3) Plastic Pipe:

PP	Plastic Pipe
PVCP	Polyvinyl Chloride Pipe
RPVCP	Ribbed Polyvinyl Chloride Pipe
CPEPDW	Corrugated Polyethylene Pipe Double Wall

(f) Joint Type Abbreviations:

T1	Type 1 Joint
T2	Type 2 Joint
T3	Type 3 Joint

(g) Quality Assurance for Pipe: Manufacturing plants will be periodically inspected for compliance with specified manufacturing methods, and material samples will be randomly obtained for laboratory testing for verification of manufacturing lots. Materials approved at the manufacturing plant will be subject to visual acceptance inspections at the jobsite or point of delivery.

701.03 EXCAVATION. For all pipe, when the sides of the trench are stable as evidenced by the sides of the trench being able to maintain a vertical cut face, the minimum trench width at the bottom of the excavation will be 18 inches (460mm) on either side of the outside diameter of the pipe. If the sides of the trench are unstable, the width of the trench at the bottom of the excavation, for plastic or metal pipe, shall be a minimum width of at least 18 inches (460mm) or one pipe diameter on each side of the outside diameter of the pipe, which ever is greater. Surplus material or excavated material that does not conform to the requirements of Subsection 203.06(a) shall be satisfactorily disposed of in accordance with Subsection 202.02. Moisture controls

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including backfill materials selection and dewatering using sumps, wells, well points or other approved processes may be necessary to control excess moisture during excavation, installation of bedding, over-excavated trench backfilling, pipe placement and pipe backfill.

(a) Over-excavation: When unsuitable soils as defined in Subsection 203.04 or a stable, non-yielding foundation cannot be obtained at the established pipe grade, or at the grade established for placement of the bedding, unstable or unsuitable soils below this grade shall be removed and replaced with granular material meeting the requirements of Subsection 1003.07, bedding materials meeting the requirements of Subsection 1003.08 or Type A backfill. All granular, backfill materials placed below the established pipe or bedding grade shall be placed in lifts not exceeding 8 inches (200 mm) thick and sufficiently compacted by hand or a dynamic mechanical hand compaction device over the surface of each lift to form a stable, non-yielding foundation at the surface of the established bedding or pipe grade.

When rock is encountered, it shall be removed below grade and replaced with material complying with Subsection 1003.07, bedding materials meeting the requirements of Subsection 1003.08 or Type A backfill. The compacted earth cushion shall have a thickness under the pipe of at least 1/2 inch per foot (40 mm/m) of fill height over the top of the pipe with a minimum thickness of 8 inches (200 mm). All granular, backfill materials placed below the established pipe or bedding grade shall be placed in lifts not exceeding 8 inches (200 mm) thick and sufficiently compacted by hand or a dynamic mechanical hand operated compaction device over the surface of each lift to form a stable, non-yielding foundation at the surface of the established bedding or pipe grade.

Materials used to backfill in an over-excavated portion of a trench do not require encasement in a Geotextile Fabric.

Density of approved materials placed in over-excavated trenches will not be measured or determined.

701.04 FORMING PIPE BED. Bedding material, when specified, shall be constructed in accordance with Section 726. Materials allowed for bedding shall be as specified in Subsection 1003.08 or may be Type A backfill materials. When bedding materials are specified, additional excavation shall be performed below established pipe grade and the bedding material placed in lifts not exceeding 8 inches (200 mm) thick and lightly compacted by hand or a dynamic hand compaction device over the surface of each lift.

When the bottom of the pipe is not laid in a trench but is constructed above natural soils, a uniform bed shall be constructed as specified for the bottom of a trench.

Density of approved bedding materials will not be measured or determined.

701.05 LAYING PIPE. Pipe laying shall begin at the downstream end of the line. The pipe shall be in contact with the foundation throughout its length. Bell or groove ends of pipe and outside circumferential laps of riveted metal pipe shall be placed facing upstream. Riveted seam metal pipe shall be placed with longitudinal laps at sides. Pipes in each continuous line shall have the same wall thickness. Metal pipes provided with lifting lugs shall be handled only by these lugs.

After pipe has been laid and before backfill is placed, the engineer will inspect the pipe for alignment, grade, integrity of joints, and coating damage.

701.06 JOINING PIPE.

(a) Joint Usage:

(1) Type 1 (T1) joints shall be used for side drains under drives and similar installations.

(2) Type 2 (T2) joints shall be used for cross drains under roadways, including turnouts.

(3) Type 3 (T3) joints shall be used for closed storm drain systems, flumes and siphons.

(b) Concrete Pipe: Concrete pipe may be either bell and spigot, or tongue and groove. The method of joining pipe sections shall be such that ends are fully entered and inner surfaces are flush and even.

An approved mechanical pipe puller shall be used for joining pipes over 36 inches (900 mm) in diameter. For pipe 36 inches (900 mm) or less in diameter, any approved method for joining pipe may be used which does not damage the pipe.

Joints shall comply with Subsection 1006.05, and shall be sealed with gasket material installed in accordance with the manufacturer's recommendations.

(c) Metal Pipe: Metal pipe shall be firmly joined by coupling bands. Bands shall be centered over the joint.

For Type 1 joints, approved gasket material shall be placed in one corrugation recess on each side of the joint at the coupling band and on each band connection in such manner to prevent leakage.

When Type 2 or 3 joints are specified, joining of metal pipe sections shall conform to the following provisions:

(1) General: Band joints shall be sealed with gasket material. Gasket material shall be placed in accordance with the plan details.

(2) Circular Section: Connecting bands shall be of an approved design and shall be installed in accordance with plan details.

(3) Arch Section: Connecting bands shall be a minimum of 12 inches (300 mm) wide for pipe arch less than 36 inches (900 mm) round equivalent diameter, and a minimum of 21 inches (525 mm) wide for 36 inches (900 mm) round equivalent diameter pipe arch and greater. Bands shall be connected at the ends by approved angle or strap connections. Connecting bands used for 36 inches (900 mm) round equivalent diameter pipe arch and above shall be 2-piece bands.

(d) Plastic Pipe: Joints for plastic pipe shall be either bell and spigot or split coupling bands.

(1) Bell and Spigot Type Joint System: The method of joining pipe sections shall be such that ends are fully entered and inner surfaces are flush and even.

Any approved method for joining pipe may be used which does not damage the pipe.

Joints shall be approved and shall be sealed with a gasket system utilizing gasket material complying with Subsection 1006.06(a).

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(2) Split Coupling Type Joint System: Split coupling bands shall comply with all dimensional and material requirements of Subsection 1006.07. The bands shall be centered over the joint. The split coupling band shall be secured to the pipe with a minimum of five stainless steel or other approved corrosion resistant bands.

Joints shall be approved and shall be sealed with gasket material. Gasket material shall be placed in the first two corrugation recesses on each side of the pipe connections. Gasket material shall also be placed on each band connection to prevent leakage. When flexible plastic gasket material is used it shall be a minimum of 1/2 inch (13 mm) in size. The bands shall be tightened to create overlap of the band and shall adequately compress the gasket material.

(e) Connections: Approved connections shall be used when joining new pipes to existing pipes. When concrete collars are required in order to extend the ends of existing pipes that have been damaged or to join different types or sizes of pipes, the concrete collars shall be constructed in accordance with plan details, the applicable requirements of Section 901, and as directed.

(f) Geotextile Fabric, Pipe Joints: For concrete, metal and plastic pipes, Types 2 and 3 joints shall be wrapped with geotextile fabric for a minimum of 12 inches (300 mm) on each side of joint for pipe 36 inches (900 mm) or less in diameter and a minimum of 18 inches (450 mm) on each side of the joint for pipe greater than 36 inches (900 mm) in diameter. Ends of the fabric shall be lapped at least 10 inches (250 mm). The edges and ends of fabric shall be suitably secured for the entire circumference of the pipe.

701.07 RELAYING PIPE. If specified or directed, existing pipes shall be removed and suitable sections relaid as specified for new pipes.

701.08 BACKFILLING.

(a) General: Prior to backfilling, pipes found to be damaged or out of alignment or grade shall be removed and reinstalled, or replaced.

Type A backfill material shall be stone, recycled portland cement concrete, flowable fill, or RAP.

Type B backfill materials are selected soils. Where Type B backfill materials are called for, Type A backfill materials may be substituted.

When corrugated metal pipe is used, the backfill material shall be tested and shall have a resistivity greater than 1500 ohm-cm and a pH greater than 5 when tested in accordance with DOTD TR 429 and DOTD TR 430 respectively.

When Type A backfill material is used, geotextile fabric surrounding this backfill shall be placed in accordance with Subsection 726.03 between the aggregate backfill material and all other natural or placed soils in the trench or embankment. Care shall be taken to prevent damage to geotextile fabric during placement of backfill material. For concrete pipe, the fabric shall enclose not only the initial backfill but shall be wrapped over the top of the pipe with at least 12 inches (300 mm) of overlap.

When a trench box or trench sheeting is used in unstable soils and/or for worker safety, and when moved during backfilling operations, filling and additional compaction of the disturbed zone of backfill must take place immediately and in a manner acceptable to the engineer.

Initial backfill is a structural backfill encasing the pipe from the bottom of the pipe to the springline for concrete pipe and to a point one foot (0.3 m) above the top of the pipe for both metal and plastic pipe. Final backfill is not a structural backfill and shall extend from the top of the initial backfill to the top of the natural ground or subgrade in cut areas or to the top of existing ground in fill areas. Any fill required above the final backfill is considered and treated as embankment.

(b) Backfill Applications: For projects using A+B+C bidding method where rigid and flexible pavement alternates are considered, backfill application (2) below, "Cross Drains Under Flexible Pavements", shall apply for either rigid or flexible pavements.

(1) Under Concrete Pavements: Type B backfill may be used as initial and final backfill for all pipes, culverts or drains under concrete pavements. Placement and compaction shall be as specified in Heading (d) below.

(2) Cross Drains Under Flexible Pavements: All reaches, exclusive of those portions of the pipe which are under shoulders, of cross drains and all other culverts, pipes or drains that cross the centerlines of the new roadway or centerlines of existing roadways, such as intersections and are under flexible pavements shall receive an initial backfill of Type A material. Type B backfill materials may be used as final backfill for all pipes. Placement and compaction shall be as specified in Heading (c) and (d) below. Where the subgrade is above existing ground, embankment material as specified for the remainder of the project shall be used from the top of the final backfill to the top of the established embankment grade.

(3) Other Drains Under Flexible Pavements: All reaches of all culverts, pipes or drains under flexible pavements that do not cross the centerlines of new roadway or centerlines of existing roadways, and exclusive of those portions of the pipe which are totally under shoulders, shall receive an initial and final backfill of Type B material. Placement and compaction shall be as specified in Heading (d) below. Where the subgrade is above existing ground, embankment material as specified for the remainder of the project shall be used from the top of the final backfill to the top of the established embankment grade.

(4) Other Areas: All culverts, pipes or drains in nonpaved areas or paved areas that serve as driveways or shoulders shall receive an initial and final backfill of Type B material. Placement and compaction shall be as specified in Heading (d) below.

(5) Pipes Subject to Construction Traffic: The embankment or pipe backfill shall be constructed to a minimum of 24 inches (600 mm) over the pipe before heavy construction equipment is allowed to cross the installation. Where practical, installations with less than 24 inches (600 mm) of cover over the top of the pipe shall be constructed after heavy hauling is completed over the pipe location. After completion of hauling operations, the contractor shall remove excess cover material. Pipe damaged by hauling and backfilling operations shall be removed and reinstalled, or replaced, at no direct pay.

(c) Placement and Compaction; Type A Backfill: For all pipes, culverts and conduits under paved and nonpaved areas, where Type A backfill material is used, the Type A backfill shall be thoroughly hand compacted under the pipe haunches and then dynamically compacted in layers not exceeding 8 inches (200 mm) compacted thickness. Compaction under the haunches of the pipe shall initially be by hand tamping or other acceptable means, until a level is reached that the dynamic tamping can commence. Each lift shall be compacted by applying at least eight

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passes of a hand operated, dynamic mechanical compaction device over the surface of each lift. With approval of the engineer, layer thickness may be increased to 12 inches (300 mm) with verification of satisfactory installation and performance. If flowable fill is used it shall be furnished, placed and consolidated in accordance with Section 710. The contractor shall control placement operations during initial backfill operations so as not to damage protective coatings on metal pipes. The contractor shall repair damaged coatings at no additional pay.

(d) Placement and Compaction; Type B Backfill: For all pipes, culverts and conduits, where Type B backfill is allowed, the Type B material shall be placed in layers not exceeding 8 inches (200 mm) compacted thickness. Compaction shall be with suitable mechanical equipment. With approval of the engineer, layer thickness may be increased to 12 inches (300 mm) with verification of satisfactory installation and performance.

(e) Placement and Compaction; Trenchless or Partial Trench Condition: All pipes, culverts, drains and conduits placed with any portion of the pipe above existing ground must also comply with Subsections (a),(b) (c) and (d) above for the portion of the pipe within a trench and that portion of the pipe not constructed in a trench. The width of initial and final backfill of that portion above existing ground and not within a trench will be constructed to such a width that the requirements for placement, compaction and density are met.

(f) Density Requirements: The in place density of Type A backfill materials and bedding materials, will not be measured or determined. Type A backfill, exclusive of RAP and flowable fill, shall be placed at or near optimum moisture content determined in accordance with DOTD TR 415 or 418. RAP materials shall be placed and compacted in a slightly moist condition.

The maximum dry density of initial or final Type B backfill under all paved areas which are to be under traffic will be determined in accordance with DOTD TR 415 or TR 418 and in-place density determined in accordance with DOTD TR 401. Initial and final Type B backfill under all paved areas, under traffic, shall be placed at or near optimum moisture content determined in accordance with DOTD TR 415 or TR 418. Each layer shall be compacted by approved methods prior to the placement of a subsequent layer. The engineer will approve the compaction method based upon validation that such method, including moisture control, will achieve at least 95 percent of maximum dry density as determined in accordance with DOTD TR 401. With approval of the engineer, density testing may be waived on subsequent layers with backfill installation in accordance with approved compaction methods and continued satisfactory performance.

Initial and final backfill in unpaved areas or paved areas such as shoulders or driveways, shall be placed evenly and compacted along the length of the culvert, pipe or drain from the top of the initial backfill to the top of the subgrade. Layered backfill shall be compacted at least to the density of the adjoining existing soils or the compaction required of the laterally adjoining layers of soil immediately outside the trench for embankment elevations. Initial and final backfill shall be placed and compacted at or near optimum moisture content determined in accordance with DOTD TR 415 or TR 418.

701.09 INSPECTION OF PIPES. After completion of embankment and prior to roadway surfacing, the engineer shall inspect pipes for proper alignment and integrity of joints. Any misaligned pipe or defective joints shall be corrected by the contractor at no direct pay.

(a) Plastic Pipe: Installed plastic pipe shall be tested to ensure that vertical deflections do not exceed 5.0 percent. Maximum allowable deflections shall be governed by the mandrel requirements stated herein.

Deflection tests shall be performed no sooner than 30 calendar days after installation and compaction of backfill. The pipe shall be cleaned and inspected for offsets and obstructions prior to testing.

For pipe 36 inches (900 mm) and less in diameter, a mandrel shall be pulled through the pipe by hand to ensure that maximum allowable deflections have not been exceeded. The mandrel shall be approved by the engineer prior to use. Use of an unapproved mandrel or a mandrel altered or modified after approval will invalidate the test. If the mandrel fails to pass, the pipe is overdeflected.

Unless otherwise permitted, overdeflected pipe shall be uncovered and, if not damaged, reinstalled. Damaged pipe shall not be reinstalled, but shall be removed and replaced with new pipe. Any pipe subjected to any method or process other than removal, which attempts, even successfully, to reduce or cure any overdeflection, shall be removed and replaced with new pipe.

The mandrel shall be a rigid, nonadjustable, odd-numbered legged (minimum 9 legs) mandrel having a length not less than its nominal diameter or 24 inches (600 mm), whichever is less. The minimum diameter at any point shall be 5.0 percent less than the base inside diameter of the pipe being tested. The mandrel shall be fabricated of steel, aluminum or other approved material fitted with pulling rings at each end. The nominal pipe size and outside diameter of the mandrel shall be stamped or engraved on some segment other than a runner. A suitable carrying case shall be furnished.

For pipe larger than 36 inches (900 mm) in diameter, deflection shall be determined by a method approved by the engineer. If a mandrel is selected, the minimum diameter, length, and other requirements shall conform to the above requirements.

Mandrel testing shall be conducted by the contractor in the presence of the engineer. Mandrel testing shall be at no direct pay.

(b) Metal Pipe: If the inside diameter of metal pipe or rise dimension of metal pipe arch deflects more than 5.0 percent from original dimensions, they shall be removed and reinstalled, unless they do not rebound or are damaged. Pipe or pipe arch which are damaged or do not rebound shall be removed and replaced at no direct pay. Measurement of deflection will be made by the engineer away from rerolled ends.

701.10 CLEANING PIPES.

(a) Existing Pipes: Pipes designated to be cleaned shall be cleaned of soil, debris and other materials to the invert of the pipe. Designated pipes shall be cleaned by approved methods that will not damage the pipes. Any damage caused by the contractor's operations shall be satisfactorily repaired at no direct pay.

Removed soil, debris and other materials shall be disposed of in accordance with Subsection 202.02 or as otherwise approved in writing.

(b) Contractor Installed Pipes: Prior to final acceptance, pipes shall be cleaned of all debris and soil to the invert of the pipe at no direct pay.

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Removed soil, debris and other materials shall be disposed of in accordance with Subsection 202.02 or as otherwise approved in writing.

701.11 STUBBING AND PLUGGING PIPES. When it is required that pipes be plugged, such plugs shall be constructed of Class R concrete complying with Section 901. Thickness of plug and method of construction shall be as directed.

When new pipes are to be stubbed into new or existing pipes or other structures, the connection shall be made with approved mortar complying with Subsection 702.02.

701.12 MEASUREMENT. Pipe, both new and relaid, will be measured in linear feet (lin m) as follows unless stated otherwise.

(a) Pipe not confined by fixed structures will be measured by the number of joints at the nominal length of each joint.

(b) Pipe confined by fixed structures will be measured along the pipe between the termini of pipe in structure walls.

(c) Pipe confined by a fixed structure on one end and unconfined at the other end will be measured along the pipe from the terminus of pipe in the structure wall to the unconfined end of pipe.

(d) Fabricating of pipe tees, elbows and other fittings will be measured per each fitting. The length of pipe in such fittings will be included in the pay length measurement of pipes of which they form a part.

(e) Excavation required for installation of pipes will not be measured for payment, except as otherwise specified in Subsection 203.14.

(f) Furnishing and placing backfill material below existing ground level for pipes will not be measured for payment. Backfill material needed to complete backfill above natural ground and around pipes that extend above natural ground will be measured and payment will be made under applicable earthwork items. When specified, flowable fill will be measured and paid for in accordance with Section 710.

(g) Plugging and stubbing of pipes will not be measured for payment.

(h) Cleaning existing pipes will be measured by the length of pipe cleaned and accepted.

(i) Concrete collars will be measured per each.

701.13 PAYMENT.

(a) Payment for pipe will be made at the contract unit price per linear foot (lin m) of the types and sizes specified.

When plastic pipe is specified on the plans or elected to be used by the contractor, payment will be made at the contract unit price per linear foot (lin m) of the types and sizes specified in accordance with the payment schedule of Table 701-1.

Table 701-1
Payment Schedule for Plastic Pipe

Percent Payment	Stage of Completeness
75	After placement and backfill has been completed
25	After the pipe has met vertical deflection requirements in accordance with Subsection 701.09(a)

(b) Payment for fabricating pipe tees, elbows and other fittings will be made at the contract unit price per each fitting.

(c) When unstable conditions are encountered, the additional excavation will not be measured for payment; however, the additional materials furnished and placed for the pipe foundation will be measured and paid for as follows:

(1) Granular Materials: Payment will be made under the embankment item. The net section volume of the materials will be multiplied by 3 to determine the pay volume. When the contract does not include a pay item for embankment, payment will be made in accordance with Subsection 104.02.

(2) Bedding Material: Measurement and payment will be made in accordance with Section 726. When the contract does not include a pay item for bedding material, payment will be made in accordance with Subsection 104.02.

(d) Payment for cleaning existing pipes will be made at the contract unit price per linear foot (lin m).

(e) Payment for concrete collars will be made at the contract unit price per each.

Payment will be made under:

Item No.	Pay Item	Pay Unit
701-01	Cross Drain Pipe (Size & Type)	Linear Foot (Lin m)
701-02	Cross Drain Pipe Arch (Size & Type)	Linear Foot (Lin m)
701-03	Storm Drain Pipe (Size & Type)	Linear Foot (Lin m)
701-04	Storm Drain Pipe Arch (Size & Type)	Linear Foot (Lin m)
701-05	Side Drain Pipe (Size)	Linear Foot (Lin m)
701-06	Side Drain Pipe Arch (Size)	Linear Foot (Lin m)
701-07	Yard Drain Pipe (Size)	Linear Foot (Lin m)
701-08	Relaying Pipe	Linear Foot (Lin m)
701-09	Fabricating Pipe Fittings	Each
701-10	Reinforced Concrete Pipe (Extension)	Linear Foot (Lin m)
701-11	Reinforced Concrete Pipe Arch (Extension)	Linear Foot (Lin m)
701-12	Corrugated Metal Pipe (Extension)	Linear Foot (Lin m)
701-13	Corrugated Metal Pipe Arch (Extension)	Linear Foot (Lin m)

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701-14	Cleaning Existing Pipes	Linear Foot (Lin m)
701-15	Concrete Collar	Each
701-16	Plastic Pipe (Extension)	Linear Foot (Lin m)

SECTION 704 – GUARD RAIL:

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

Add the following to Heading (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 706 – CONCRETE WALKS, DRIVES AND INCIDENTAL PAVING:

All Subsections within Section 706 (04/08), Pages 375 – 377.

Delete Section 706, Concrete Walks, Drives and Incidental Paving and substitute the following.

SECTION 706
CONCRETE WALKS, DRIVES AND INCIDENTAL PAVING

706.01 DESCRIPTION. This work consists of furnishing and constructing portland cement concrete walks, handicapped curb ramps, drives and incidental paving slabs in accordance with these specifications and in conformity with lines, grades and dimensions shown on the plans or established.

706.02 MATERIALS. Materials shall comply with the following Section or Subsections.

Portland Cement Concrete (Class M)	901
Joint Filler	1005.01(c)
Reinforcing Steel	1009.01
Curing Materials	1011.01

706.03 CONSTRUCTION REQUIREMENTS.

(a) Excavation: Excavation shall be made to required depth and width. The top of the subgrade shall be shaped and compacted to a firm, even surface conforming to the section shown on the plans. Unsuitable material shall be removed and disposed of in accordance with Subsection 202.02 and replaced with approved material at no direct pay.

(b) Forms: Forms shall be of wood or metal and shall extend the full depth of concrete. Forms shall be straight, clean and of sufficient strength to resist the pressure of concrete. Bracing of forms shall be such that forms remain in horizontal and vertical alignment until their removal.

Concrete may be placed by slip-form methods. Slip-formed concrete shall be placed with an approved machine designed to spread, vibrate, consolidate and finish concrete in one pass of the machine in such manner that minimum hand finishing is necessary. Sliding forms shall be

rigidly held together to prevent spreading of forms. After the passing of the side forms there shall be no noticeable slumping of concrete.

(c) Subgrade: The subgrade shall be thoroughly moistened immediately prior to placing concrete.

(d) Placing and Finishing: Concrete shall be placed on the subgrade, struck off to required thickness and tamped sufficiently to bring the mortar to the surface. The surface shall be finished with a wood float or steel trowel followed by brushing to a slightly rough finish. Joints and edges shall be rounded with an edging tool having a 1/4-inch (6 mm) radius.

(e) Joints:

(1) Expansion Joints: Expansion joints shall be filled with 1/2 inch (13 mm) thick preformed expansion joint filler. Expansion joints shall be installed at maximum 100-foot (30 m) intervals, and between intersecting paving and any fixed structure such as a building, bridge or curbing, and between intersecting paving and the handicapped curb ramps. Expansion joint material shall extend for the full width and depth of paving.

(2) Weakened Plane: Weakened planes shall be formed by a jointing tool or other acceptable means. Weakened planes shall extend into concrete for at least 1/4 of the depth and shall be approximately 1/8 inch (3 mm) wide.

a. Walks: Spacing of weakened planes for walks shall be equal to the width of walk.

b. Drives: A longitudinal weakened plane shall be formed along the centerline of drives more than 16 feet (5 m) wide, and transverse weakened planes shall be formed at not more than 16-foot (5 m) intervals.

c. Incidental Paving: Weakened planes for incidental paving shall be formed at intervals not exceeding 30 times the thickness of the concrete in length or width. Incidental paving poured adjacent to jointed concrete shall be jointed to match existing joints, with intermediate joints formed as necessary not to exceed the maximum joint spacing.

(3) Construction Joints: Construction joints shall be formed around manholes, utility poles, etc., extending into paving and 1/4 inch (6 mm) thick preformed expansion joint filler shall be installed in these joints.

(4) Tie-ins: Tie-ins of existing concrete shall be made by full depth sawing at no direct pay.

(f) Curing: Concrete shall be cured in accordance with Subsection 601.10.

(g) Detectable Warning Surface for Handicap Ramps and At-Grade Sidewalk Intersections: Sidewalks, when intersecting with roadways, shall be equipped with a detectable warning surface system consisting of raised truncated domes as a transition between the sidewalk and the street as required by the Americans with Disabilities Act, 28 CFR Part 36, ADA Standards for Accessible Design.

Detectable warnings (truncated domes) shall be installed on the ramp surface over the full width of the ramp throat for a distance of 24 inches (600 mm) in the direction of travel from the back of the curb. Detectable warnings (truncated domes) shall also be installed on at-grade sidewalks intersecting with roadways for a distance of 36 inches (900 mm) in the direction of travel from the end of the sidewalk. Truncated domes shall be laid out on a square grid in order to allow enough space for wheelchairs to roll between the domes.

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Light reflectance of the truncated domes and the underlying surface must meet the 70 percent contrast requirement of ADAAG.

706.04 MEASUREMENT. Quantities of concrete walks, drives and incidental paving slabs for payment will be the design quantities as specified on the plans and adjustments thereto. Design quantities will be adjusted if the engineer makes changes to adjust to field conditions, if design errors are proven or if design changes are made. Design areas are based on the horizontal dimensions shown on the plans. Excavation, backfill, reinforcing steel and joint materials will not be measured for payment.

Handicapped curb ramps, including the detectable surface warning system, will be measured per each.

Detectable surface warning systems for at-grade sidewalk intersection will not be measured for payment.

706.05 PAYMENT. Payment for concrete walks, drives and incidental paving will be made on a lot basis at the contract unit price per square yard (sq m), adjusted in accordance with the following provisions. Payment for each lot will be made in accordance with Table 901-6. Size, sampling, and testing of each concrete lot shall be in accordance with the Materials Sampling Manual.

Payment for handicapped curb ramps, including the detectable surface warning system, will be made by each and shall include, but not limited to, curb transitions, detectable warning system, gutter, landing and base.

Payment will be made under:

Item No.	Pay Item	Pay Unit
706-01	Concrete Walk (inch (mm) Thick)	Square Yard (Sq m)
706-02	Concrete Drive (inch (mm) Thick)	Square Yard (Sq m)
706-03	Incidental Concrete Paving (inch (mm) Thick)	Square Yard (Sq m)
706-04	Handicapped Curb Ramps	Each

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^{1,2}

		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.

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

²On 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 729 – TRAFFIC SIGNS AND DEVICES:

Subsection 729.02 – Materials (04/08), Pages 456 and 457.

Delete the contents of Heading (a), Sign and Marker Sheeting, and substitute the following.

(a) Sign and Marker Sheeting: Sheeting material for sign panels, delineators, barricades and other markers shall comply with Section 1015. All permanent signs shall meet the requirements of ASTM D 4956, Type X.

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Subsection 729.04, Fabrication of Sign Panels and Markers (04/08), Pages 458 – 460.

Delete the third paragraph of Heading (c), Sheeting Application and substitute the following.

ASTM D 4956 Type X reflective sheeting shall be applied with an orientation determined by the engineer to obtain the optimum entrance angle performance. Fabricated vertical splices in ASTM D 4956 Type X reflective sheeting will be allowed only when the horizontal dimension of the sign face or attached shield is in excess of the maximum manufactured width of the sheeting. Fabricated vertical splices in ASTM D 4956 Type X reflective sheeting will also be allowed when the specified orientation will create excessive sheeting waste.

SECTION 804 – DRIVEN PILES:

Subsection 804.08 – Construction Requirements (04/07), Pages 548 – 554.

Delete the first sentence of Heading (a), Preboring and substitute the following.

Preboring by augering, wet-rotary drilling, or other methods used to facilitate pile driving will not be permitted unless specified in the plans or allowed by the engineer.

Delete the first sentence of Heading (b), Jetting and substitute the following.

Jetting will not be permitted unless allowed in the plans or allowed by the engineer.

SECTION 901 – PORTLAND CEMENT CONCRETE:

Subsection 901.06 – Quality Control of Concrete (08/06), Pages 726 – 731.

Add the following to the contents of Heading (b), Quality Control Tests.

The contractor shall be responsible for monitoring the components (cement, mineral and chemical admixtures, aggregates) in their mix to protect against any changes due to component variations. As component shipments arrive, the contractor shall verify slump, air content and set time by testing at ambient temperatures. The contractor shall make adjustments to the mix design to rectify any changes which would adversely affect constructability, concrete placement or the specifications. The contractor shall submit test results to the Department for review each day of paving. Testing to validate component consistency will be documented on the control logs. Conformance or variation in mix parameters (workability, set times, air content, etc.) shall be noted on the control logs. The contractor shall provide a copy of the proposed testing plan to the engineer for record. Acceptance of the plan does not relieve the contractor's responsibility for consistency.

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 1001 – HYDRAULIC CEMENT:

Subsection 1001.01 – Portland Cement (09/07). Page 749.

Delete the contents of this subsection and substitute the following.

1001.01 PORTLAND CEMENT. Portland cement shall be from an approved source listed in QPL 7 and shall comply with AASHTO M 85.

Alkali content calculated as sodium oxide equivalent shall not exceed 0.60 percent by weight for all types of cement.

SECTION 1003 – AGGREGATES:

Subsection 1003.02 – Aggregates for Portland Cement Concrete and Mortar (07/07).

Pages 763 – 766.

Delete the contents of Heading (c), Aggregates for Types B and D Pavements, and substitute the following.

(c) Aggregates for Types B and D Pavements: For the combined aggregates for the proposed portland cement concrete pavement mix, the percent retained based on the dry weight (mass) of the total aggregates shall meet the requirements of Table 1003-1A for the type of pavement specified in the plans. Additionally, the sum of the percents retained on any two adjacent sieves so designated in the table shall be at least 12 percent of the total combined aggregates. The maximum amounts by weight (mass) of deleterious materials for the total aggregate shall be the same as shown in Subsection 1003.02(b).

Table 1003-1A
Aggregates for Types B and D Pavements

U.S. Sieve	Metric Sieve	Percent Retained of Total Combined Aggregates	
		Pavement Type	
		Type B	Type D
2 1/2 inch	63 mm	0	0
2 inch	50 mm	0	0-20
1 1/2 inch	37.5 mm	0-20	0-20
1 inch	25.0 mm	0-20	5-20
3/4 inch	19.0 mm	5-20	5-20
1/2 inch	12.5 mm	5-20	5-20
3/8 inch	9.5 mm	5-20	5-20
No. 4	4.75 mm	5-20	5-20
No. 8	2.36 mm	5-20	5-20
No. 16	1.18 mm	5-20	5-20
No. 30	600 µm	5-20	5-20
No. 50	300 µm	0-20	0-20
No. 100	150 µm	0-20	0-20
No. 200	75 µm	0-5	0-5
Note: For the sieves in the shaded areas, the sum of any two adjacent sieves shall be a minimum of 12 percent of the total combined aggregates.			

Each type of aggregate to be used in the proposed mixture shall be sampled and tested individually. The percent of total combined aggregates retained shall be determined mathematically based on the proportions of the combined aggregate blend. All gradation calculations shall be based on percent of dry weight (mass).

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.

(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 1006 – CONCRETE AND PLASTIC PIPE:

Subsection 1006.09 – Plastic Yard Drain Pipe (06/07), Page 789.

Delete the contents of Subheading (a)(3), Ribbed Polyvinyl Chloride Pipe (RPVCP) and substitute the following.

Ribbed Polyvinyl Chloride Pipe (RPVCP): Ribbed Polyvinyl Chloride Pipe shall comply with ASTM F 794, Series 46 or ASTM F 949 (46 psi).

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”.

SECTION 1015 – SIGNS AND PAVEMENT MARKINGS:

Subsection 1015.04 – Sign Panels (05/07), Pages 832 and 833.

Delete the contents of Heading (a), Permanent Sign Panels and substitute the following.

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(a) Permanent Sign Panels: Flat panels shall be aluminum sheets or plates complying with ASTM B 209, Alloy 6061-T6 or Alloy 5052-H38. Extruded aluminum panels shall comply with ASTM B 221 (ASTM B 221M), Alloy 6063-T6 and after fabrication, have a flatness equal to or less than 0.031 inch per foot of length and 0.004 inch per inch of width.

Subsection 1015.05 - Reflective Sheeting (04/08), Pages 833 – 838.

Delete the contents of this subsection and substitute the following.
1015.05 REFLECTIVE SHEETING.

(a) Permanent and Temporary Standard Sheeting: Reflective sheeting shall be one of the following standard types as specified on the plans and complying with ASTM D 4956 except as modified herein. Permanent warning, regulatory, guide and supplemental guide sign sheeting shall meet the requirements of ASTM D 4956 Type X. Reflective sheeting for temporary signs and devices shall meet the requirements of ASTM D 4956 Type III except as noted in Subsection 1015.05(f). Reflective sheeting shall be an approved product listed in QPL 13.

- Type III - A high-intensity retroreflective sheeting that is typically encapsulated glass-bead retroreflective material.
- Type VI - An elastomeric high-intensity retroreflective sheeting without adhesive. This sheeting is typically a vinyl microprismatic retroreflective material.
- Type X - A super high-intensity retroreflective sheeting having highest retroreflectivity characteristics at medium distances. This sheeting is typically an unmetalized microprismatic retroreflective element material.

(b) Fluorescent Pink Retroreflective Sheeting: Signs for temporary control of traffic through incident management areas shall be Type VI fluorescent pink retroreflective sheeting and shall comply with the MUTCD. Temporary traffic control signs for incident management shall be placed to notify motorists of upcoming incidents on the roadway, and shall be removed from public view once the incident has been managed. Physical properties shall comply with ASTM D 4956. Photometric properties shall be as follows.

(1) Retroreflectivity: Minimum Coefficients of Retroreflection shall be as specified in Table 1015-1.

Table 1015-1
Coefficients of Retroreflection for Fluorescent Pink Sheeting¹

Observation Angle, degrees	Entrance Angle, degrees	Fluorescent Pink
0.2	-4	100
0.2	+30	40
0.5	-4	40
0.5	+30	15

¹Minimum Coefficient of Retroreflection (R_A) ($\text{cd lx}^{-1}\text{m}^{-2}$)

(2) Color and Daytime Luminance: Color Chromaticity Coordinates and Daytime Luminance Factors shall be as specified in Table 1015-2.

Table 1015-2
Fluorescent Pink Color Specifications Limits (Daytime)

Chromaticity Coordinates (corner points) ¹								Luminance Factor, min.
1		2		3		4		Y%
x	y	x	y	x	y	x	y	25
0.450	0.270	0.590	0.350	0.644	0.290	0.536	0.230	

¹The four pairs of chromaticity coordinates measured with CIE 2° Standard Observer and 45/0 (0/45) geometry and CIE D65 Standard Illuminant.

(c) Adhesive Classes: The adhesive required for retroreflective sheeting shall be Class 1 (pressure sensitive) as specified in ASTM D 4956.

(d) Accelerated Weathering: Reflective sheeting, when processed, applied and cleaned in accordance with the manufacturer's recommendations shall perform in accordance with the accelerated weathering standards in Table 1015-3.

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Table 1015-3
Accelerated Weathering Standards¹

Type	Retroreflectivity ²				Colorfastness ³	
	Orange/ Fluorescent Orange		All colors, except orange/Fluorescent Orange		Orange/ Fluorescent Orange	All colors, except orange/Fluorescent Orange
III	1 year	80 ⁴	3 years	80 ⁴	1 year	3 years
III (for drums)	1 year	80 ⁴	1 year	80 ⁴	1 year	1 year
VI	1/2 year	50 ⁵	1/2 year	50 ⁵	1/2 year	1/2 year
X	1 year	80 ⁶	3 years	80 ⁶	1 year	3 years

¹At an angle of 45° from the horizontal and facing south in accordance with ASTM G 7 at an approved test facility in Louisiana or South Florida.

²Percent retained retroreflectivity of referenced table after the outdoor test exposure time specified.

³Colors shall conform to the color specification limits of ASTM D 4956 after the outdoor test exposure time specified.

⁴ASTM D 4956, Table 8.

⁵ASTM D 4956, Table 13.

⁶ASTM D 4956, Table 4.

(e) Expected Sign Life Data and Performance: The sheeting manufacturer shall supply expected retroreflectivity service life curves for each of the following sign sheeting colors: white, green, blue, brown, red, and yellow. The service life curves shall be plots of the 95 percent expected life plotted on an x-y graph with life years on the x-axis and retroreflectivity on the y-axis. The expected life shall account for worst case installations, equivalent to an installation in South Louisiana with the sign facing to the South. The sheeting manufacturer shall also supply a table of expected life values taken from the service life curves for Revision Number 2 to the 2003 Edition of the MUTCD minimum reflectivity requirements published in the Federal Register on December 21, 2007. Reflective sheeting for signs, when processed, applied and cleaned in accordance with the manufacturer's recommendations shall perform outdoors in accordance with the performance standards in Table 1015-4.

Table 1015-4
 Reflective Sheeting Performance Standards

Type	Retroreflectivity ¹ -- Durability ²				Colorfastness ³
	Orange/ Fluorescent Orange		All colors, except orange/Fluorescent Orange		
III	3 years	80 ⁴	10 years	80 ⁴	3 years
X	3 years	80 ⁵	7years	80 ⁵	3 years

¹Percent retained retroreflectivity of referenced table after installation and the field exposure time specified.

²All sheeting shall maintain its structural integrity, adhesion and functionality after installation and the field exposure time specified.

³All colors shall conform to the color specification limits of ASTM D 4956 after installation and the field exposure time specified.

⁴ASTM D4956, Table 8.

⁵ASTM D 4956, Table 4.

(f) Temporary Signs, Barricades, Channelizing Devices, Drums and Cones: Reflective sheeting for temporary signs, barricades and channelizing devices, shall meet the requirements of ASTM D 4956, Type III except that temporary warning construction signs used on the mainline of freeways and expressways shall be fluorescent orange and meet the requirements of ASTM D 4956, Type X.

Reflective sheeting for vertical panels shall meet the requirements of ASTM D 4956, Type III.

Reflective sheeting for drums shall be a minimum of 6 inches (150 mm) wide and shall meet the requirements of ASTM D 4956, Type III, and the Supplementary Requirement S2 for Reboundable Sheeting as specified in ASTM D 4956. Reflective sheeting for traffic cone collars shall meet the requirements of ASTM D 4956, Type III or Type VI.

(g) Sheeting Guaranty. The contractor shall provide the Department with a guaranty from the sheeting manufacturer stating that if the retroreflective sheeting fails to comply with the performance requirements of this subsection, the sheeting manufacturer shall do the following:

Table 1015-5
 Manufacturer's Guaranty-Reflective Sheeting

Type	Manufacturer shall restore the sign face in its field location to its original effectiveness at no cost to the Department if failure occurs during the time period ¹ as specified below		Manufacturer shall replace the sheeting required to restore the sign face to its original effectiveness at no cost to the Department if failure occurs during the time period ¹ as specified below
	Orange/Fluorescent Orange	All colors, except orange/Fluorescent Orange	All colors, except orange/Fluorescent Orange
III	<3 years	<7 years	7-10 years
X	<3 years	<5 years	5-7 years

¹ From the date of sign installation.

Replacement sheeting for sign faces, material, and labor shall carry the unexpired guaranty of the sheeting for which it replaces.

The sign fabricator shall be responsible for dating all signs with the month and year of fabrication at the time of sign fabrication. This date shall constitute the start of the guaranty obligation period.

Subsection 1015.11 - Preformed Plastic Pavement Marking Tape (06/07), Pages 842 – 844.

Delete the contents of this subsection and substitute the following.

1015.11 PREFORMED PLASTIC PAVEMENT MARKING TAPE.

(a) General: Preformed plastic pavement marking tape shall be approved products listed on QPL 64 and shall comply with ASTM D4505 Retroreflectivity Level I or Level II, or DOTD Intersection Grade (as specified below), except as modified herein. The marking tape shall be Class 2 or 3. The type and color shall be in accordance with the plans and the MUTCD.

(b) Thickness: All preformed plastic pavement marking tape shall have a minimum overall thickness of 0.060 inches (1.5 mm) when tested without the adhesive.

(c) Friction Resistance: The surface of the Retroreflectivity Level II preformed plastic pavement marking tape shall provide a minimum frictional resistance value of 35 British Polish Number (BPN) when tested according to ASTM E303. The surface of the Retroreflectivity Level I and DOTD Intersection Grade preformed plastic pavement marking tape shall provide a minimum frictional resistance value of 45 BPN when tested according to ASTM E303. Values for the Retroreflectivity Level I material with a raised surface pattern as defined in ASTM D4505 are calculated by averaging values taken at downweb and at a 45 degrees angle from downweb.

(d) **Retroreflective Requirements:** The preformed plastic pavement marking tape shall have the minimum initial specific luminance values shown in Table 1015-7 when measured in accordance with ASTM D 4061.

Table 1015-7
Specific Luminance of Preformed Plastic Tape

Type	Observation Angle, degrees	Entrance Angle, degrees	Specific Luminance (mcd/sq m/lx)	
			White	Yellow
Retroreflectivity Level I	1.05	88.76	500	300
DOTD Intersection Grade	1.05	88.76	375	250
Retroreflectivity Level II	1.05	88.76	250	175

(e) **Durability Requirements:** The DOTD Intersection Grade preformed plastic pavement marking tape shall show no appreciable fading, lifting or shrinkage for a least 12 months after placement when placed in accordance with the manufacturer's recommended procedures on pavement surfaces having a daily traffic count not to exceed 15,000 ADT per lane.

The Retroreflectivity Level I preformed plastic pavement marking tape shall show no appreciable fading, lifting or shrinkage for a least 4 years after placement for longitudinal lines and at least 2 years after placement for symbols and legends.

The Retroreflectivity Level I preformed plastic pavement marking tape shall also retain the following reflectance values for the time period detailed in Table 1015-8.

Table 1015-8
Retained Specific Luminance for Retroreflectivity Level I
Preformed Plastic Pavement Marking Tape

Time	Observation Angle, degrees	Entrance Angle, degrees	Specific Luminance (mcd/sq m/lx)	
			White	Yellow
1 year	1.05	88.76	400	240
4 years (2 years for symbols and legend)	1.05	88.76	100	100

(f) **Plastic Pavement Marking Tape Guaranty (DOTD Intersection Grade and Retroreflectivity Level I):** If the plastic pavement marking tape fails to comply with the performance and durability requirements of this subsection within 12 months for DOTD Intersection Grade and 4 years for Retroreflectivity Level I, the manufacturer shall replace the plastic pavement marking material at no cost to the Department.

SECTION 1020 – TRAFFIC SIGNALS:

Subsection 1020.01 – Traffic Signal Heads (06/07). Pages 873 – 884.

Delete the contents of Heading (a), General Requirements and substitute the following.

Supplemental Specifications (August 2008)

Page 30 of 30

(a) General Requirements: Traffic signal sections, beacon sections and pedestrian signal sections shall be of the adjustable type. Materials and construction of each section shall be the same.

Signals shall be constructed for either 8 or 12-inch (200 mm or 300 mm) lens in accordance with the plans. Signal sections shall have three to five sections per face and beacon sections have only one section per face. Signal sections and associated brackets shall be finished inside and out with two coats of high grade dark olive green enamel, color number 14056 according to Federal Standard No. 595b with each coat independently baked. Visors shall be coated green on the outside and black on the inside. Edges shall be deburred and smooth with no sharp edges.

Subsection 1020.04 – Poles for Traffic Signal Systems (06/07), Pages 890 – 894.

Delete the sixth paragraph of Heading (a), Pedestal Support Signal Poles, and substitute the following.

Pedestals shall be finished with at least one coat of rustproofing primer, applied to a clean surface and one coat of dark olive green enamel, color number 14056 according to Federal Standard No. 595b.

**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 (%)
FEMALE PARTICIPATION		
-	All Covered Areas	6.9
MINORITY PARTICIPATION (UNDER NEW ORLEANS PLAN)		
-	* See Note Below	20 to 23
MINORITY PARTICIPATION (NOT UNDER NEW ORLEANS PLAN)		
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

*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.

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.

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

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

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

- 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

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

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

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**

NEW ORLEANS PLAN

Each bidder, contractor or subcontractor (hereinafter called the contractor) must fully comply with these bid conditions as to each construction trade intended to be used on this construction contract and all other construction work (both federal and nonfederal) in New Orleans Plan Area during the performance of this contract or subcontract. The contractor commits to the minority and female employment utilization goals set forth herein and all other requirements, terms and conditions expressed herein by submitting a properly signed bid.

The contractor shall appoint a company executive to assume the responsibility for implementation of the requirements, terms and conditions of these bid conditions.

These specifications implementing the New Orleans Plan for employment of minorities and females have been imposed by the U. S. Department of Labor by order on September 8, 1971, as amended, for all nonexempt federal and federally assisted construction contracts to be awarded in the area of jurisdiction of the Southeast Louisiana Building and Construction Trades Council in the City of New Orleans and Southeast Louisiana. This area consists of 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.

The provisions of these bid conditions apply to contractors which are party to collective bargaining agreements with labor organizations which together have agreed to the New Orleans Area Construction Program (hereinafter called the New Orleans Plan) for equal opportunity and have jointly made a commitment to goals of minority and female utilization. The New Orleans Plan is a voluntary agreement between (1) Southeast Louisiana Building and Construction Trades Council; (2) contractors and subcontractors who are signatory to the New Orleans Plan; (3) the Urban League of Greater New Orleans and representatives of the minority community; and (4) the City of New Orleans. The New Orleans Plan, together with all implementing agreements that have been and may hereafter be developed pursuant thereto, are incorporated herein by reference.

The requirements set forth herein shall constitute the specific affirmative action requirements for activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

The contractor and all subcontractors holding contracts in excess of \$10,000 shall comply with the following minimum requirement activities of equal employment opportunity. The contractor shall include these requirements in every subcontract in excess of \$10,000 with such modification of language as necessary to make them binding on the subcontractor.

Each contractor and subcontractor shall submit a monthly employment utilization report, Standard Form 257, covering the contractor's entire work force employed on all contracts (both federal and nonfederal) held in the New Orleans Area. In addition, a list of the federal and nonfederal contracts which are covered by the report shall be furnished. The report shall be submitted to the engineer no later than the 10th day following the end of the month being reported. The report shall end on the next to the last Saturday in the month being reported and shall reflect all hours worked between this date and the close out date in the preceding month. Copies of all payrolls and personnel data shall be retained for 3 years after final acceptance of the project. These records and documents, or copies thereof, shall be made available at reasonable times and places for inspection by an authorized representative of the State or Federal Government and shall be submitted upon request with any other compliance information which such representative may require.

In addition to the reporting requirements set forth above, the contractor and the subcontractors holding subcontracts, not including material suppliers, in excess of \$10,000 shall submit for every month of July during which work is performed, employment data as contained under Form FHWA-1391, and in accordance with the instructions included thereon.

A contractor may be in compliance with these bid conditions by its participation in the New Orleans Plan and applicable provisions contained in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" and Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

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.

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 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 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:

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 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, 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 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 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 SUSPENSION, 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, 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 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.

LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
REQUIRED CONTRACT PROVISIONS FOR
DBE PARTICIPATION IN FEDERAL AID CONSTRUCTION CONTRACTS
(DBE GOAL PROJECT)

A. AUTHORITY AND DIRECTIVE: The Code of Federal Regulations, Title 49, Part 26 (49 CFR Part 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 this 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. FAILURE TO COMPLY WITH DBE REQUIREMENTS: All contractors and subcontractors are hereby advised that failure to carry out the requirements set forth above shall constitute a breach of contract and, after notification by DOTD may result in rejection of the bid; 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. Failure to comply with the DBE requirements shall include but not be limited to failure to meet the established goal and/or failure to submit documentation of good faith efforts; failure to exert a reasonable good faith effort (as determined by DOTD) to meet established goals; and failure to realize the DBE participation set forth on approved Form CS-6AAA and attachments. Failure to submit Form CS-6AAA and attachments and/or reasonable good faith efforts' documentation within the specified time requirements will result in the Department taking the actions specified in Heading G(6) below. The utilization of DBE is in addition to all other equal opportunity requirements of the contract. The contractor shall include the provisions in Sections B, C and D of these provisions in subcontracts so that such provisions will be binding upon each subcontractor, regular dealer, manufacturer, consultant, or service agency.

E. ELIGIBILITY OF DBE: The DOTD has included as part of the solicitation of bids a current list containing the names of firms that have been certified as eligible to participate as DBE on US DOT assisted contracts. This list is not an endorsement of the quality of performance of the firm but is simply an acknowledgment of the firm's

eligibility as a DBE. This list indicates the project numbers and letting date for which this list is effective. Only DBE listed on this list may be utilized to meet the established DBE goal for these projects.

F. COUNTING DBE PARTICIPATION TOWARD DBE GOALS: DBE participation toward attainment of the goal will be credited on the basis of total subcontract prices agreed to between the contractor and subcontractors for the contract items or portions of items being sublet as reflected on Form CS-6AAA and attachments, in accordance with the DOTD DBE Program, and the following criteria.

(1) Credit will only be given for use of DBE that are certified by the Louisiana Unified Certification Program. Certification of DBE by other agencies is not recognized.

(2) The total value of subcontracts awarded for construction and services to an eligible DBE is counted toward the DBE goal provided the DBE performs a commercially useful function. The contractor is responsible for ensuring that the goal is met using DBE that perform a commercially useful function.

The contractor shall operate in a manner consistent with the guidelines set forth in the DOTD DBE Program. A commercially useful function is performed when a DBE is responsible for the execution of a distinct element of work by actually managing, supervising, and performing the work in accordance with standard industry practices except when such practices are inconsistent with 49 CFR Part 26 as amended, and the DOTD DBE Program, and when the DBE receives due compensation as agreed upon for the work performed. To determine whether a DBE is performing a commercially useful function, the DOTD shall evaluate the work subcontracted in accordance with the DOTD DBE Program, industry practices and other relevant factors. When an arrangement between the contractor and the DBE represents standard industry practice, if such arrangement erodes the ownership, control or independence of the DBE, or fails to meet the commercially useful function requirement, the contractor will not receive credit toward the goal.

(3) A DBE prime contractor may count only the contract amount toward DBE participation for work he/she actually performs and for which he/she is paid. Any subcontract amounts awarded to certified DBE by a DBE prime will also be credited toward DBE participation provided the DBE subcontractor performs a commercially useful function.

(4) A contractor may count toward the DBE goal 100 percent of verified delivery fees paid to a DBE trucker. The DBE trucker must manage and supervise the trucking operations with its own employees and use equipment owned by the DBE trucker. No credit will be counted for the purchase or sale of material hauled unless the DBE trucker is also a DOTD certified DBE supplier. No credit will be counted unless the DBE trucker is an approved subcontractor.

(5) A contractor may count toward the DBE goal that portion of the dollar value with a joint venture equal to the percentage of the ownership and control of the DBE partner in the joint venture. Such crediting is subject to a favorable DOTD review of the joint venture agreement to be furnished by the apparent low bidder before award of the contract. The joint venture agreement shall include a detailed breakdown of the following:

- a. Contract responsibility of the DBE for specific items of work.
- b. Capital participation by the DBE.
- c. Specific equipment to be provided to the joint venture by the DBE.
- d. Specific responsibilities of the DBE in the control of the joint venture.
- e. Specific manpower and skills to be provided to the joint venture by the DBE.
- f. Percentage distribution to the DBE of the projected profit or loss incurred by the joint venture.

(6) A contractor may count toward the DBE goal only expenditures for materials and supplies obtained from DBE suppliers and manufacturers in accordance with the following:

- a. The DBE supplier assumes actual and contractual responsibility for the provision of materials and supplies.
- b. The contractor may count 100 percent of expenditures made to a DBE manufacturer provided the DBE manufacturer operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
- c. The contractor may count 60 percent of the expenditures to DBE suppliers who are regular dealers but not manufacturers, provided the DBE supplier performs a commercially useful function in the supply process including buying the materials or supplies, maintaining an inventory, and selling materials regularly to the public. Dealers in bulk items such as steel, cement, aggregates and petroleum products are not required to maintain items in stock, but they must own or operate distribution equipment. The DBE supplier shall be certified as such by DOTD.
- d. A DBE may not assign or lease portions of its supply, manufactured product, or service agreement without the written approval of the DOTD.

(7) A contractor may count toward the DBE goal reasonable expenditures to DBE firms including fees and commissions charged for providing a bona fide service; fees charged for hauling materials unless the delivery service is provided by the manufacturer or regular dealer as defined above; and fees and commissions for providing any bonds or insurance specifically required for the performance of the contract.

(8) The contractor will not receive credit if the contractor makes direct payment to the material supplier. However, it may be permissible for a material supplier to invoice the contractor and DBE jointly and be paid by the contractor making remittance to the DBE firm and material supplier jointly. Prior approval by DOTD is required.

(9) The contractor will not receive credit toward the DBE goal for any subcontracting arrangement contrived to artificially inflate the DBE participation.

G. AWARD DOCUMENTATION AND PROCEDURE: This project has specific DBE goal requirements set forth in the Special Provision for DBE Participation in Federal Aid Construction Contracts. The bidder by signing this bid certifies that:

(1) The goal for DBE participation prescribed in the special provisions shall be met or exceeded and arrangements have been made with certified DBE or good faith efforts made to meet the goal will be demonstrated.

(2) Affirmative actions have been taken to seek out and consider DBE as potential subcontractors. Bidders shall contact DBE to solicit their interest, capability, and prices in sufficient time to allow them to respond effectively, and shall retain, on file, proper documentation to substantiate their good faith efforts.

(3) Form CS-6AAA and "Attachment to Form CS-6AAA" and, if necessary, documentation of good faith efforts shall be submitted within 10 business days following the opening of bids to the DOTD Compliance Programs Office. Submittals shall be personally delivered and date and time stamped into the DOTD Compliance Programs Office by the close of business, 10 business days after opening of bids; or mailed to the DOTD Compliance Programs Office by certified mail, return receipt requested and post marked by the 10th business day after the opening of bids. A business day is defined as a normal working day of DOTD.

Should a bidder protest or appeal any matter regarding the bidding or award of a contract in accordance with Subsection 102.13 of the 2006 Standard Specifications (Subsection 102.13 of the 2000 Louisiana Standard Specifications) after the scheduled time of bid opening, the Compliance Programs Section will immediately suspend the ten day requirement for submission of the CS-6AAA and Attachments until further notice and will notify all parties involved of the suspension. Once the protest has been resolved the

Compliance Programs Section will notify the low bidder and issue a date for submission of the CS-6AAA and Attachments.

All attachments to Form CS-6AAA shall include:

- a. The names of DBE subcontractors that will actually participate in meeting the contract goal; and
- b. A complete description of the work to be performed by the DBE including the specific items or portions of items of work, quantities, and unit price(s) of each item; and
- c. The total dollar value of each item that can be credited toward the contract goal; and
- d. Any assistance to be provided to the DBE; and
- e. The original signature of each DBE and the contractor attesting that negotiations are in progress and that it is the intention of the parties to enter into a subcontract within 60 calendar days from the time the contract is finalized between the contractor and DOTD.

It shall be the bidder's responsibility to ascertain the certification status of designated DBEs. An extension of time for submittal of Form CS-6AAA and Attachments will not be granted beyond the stated time. Questionable technical points will be cleared with the DOTD Compliance Programs Office within the time period allowed. If the documentation required is not provided in the time and manner specified, DOTD will take the actions specified in Heading (6) below.

(4) If the apparent low bidder is not able to meet the DBE goal, the DBE firms that can meet a portion of the goal shall be listed on the form CS-6AAA. Form CS-6AAA and attachments shall be completed and submitted in accordance with Heading (3) above 10 business days after opening of bids. Form CS-6AAA shall indicate the DBE participation which has been secured along with documentation of good faith efforts. The apparent low bidder shall document and submit justification stating why the goal could not be met and demonstrate the good faith efforts as shown in Section J.

The DOTD's evaluation of good faith efforts in the pre-award stage will focus only on efforts made prior to submittal of the bid. For consideration, good faith efforts shall include the requirements listed in these provisions as well as other data the contractor feels is relevant.

(5) Form CS-6AAA and attachments, and documentation of good faith efforts, when appropriate, will be evaluated by DOTD in the selection of the lowest responsible bidder. The information provided shall be accurate and complete. The apparent low bidder's proposed attainment of the DBE goal and/or demonstration of good faith efforts will be considered in the award of the contract.

(6) An apparent low bidder's failure, neglect, or refusal to submit Form CS-6AAA and attachments committing to meet or exceed the DBE goal and/or documentation of good faith efforts, shall constitute just cause for forfeiture of the proposal guarantee and the DOTD rejecting the bid, pursuing award to the next lowest bidder, or re-advertising the project. The original apparent low bidder will not be allowed to bid on the project should readvertisement occur.

The apparent low bidder shall forfeit the proposal guarantee unless the bidder can show that the reason for not meeting the requirements given in these DBE Provisions was beyond the bidder's control. The DOTD DBE Oversight Committee will review the bidder's reasons for not meeting these DBE Provisions and will decide if the reasons are sufficient to allow return of the proposal guarantee.

(7) The bidder has the right to appeal the DOTD's findings and rulings to the DOTD Chief Engineer. The bidder may present information to clarify the previously submitted documentation. The decision rendered by the DOTD Chief Engineer will be administratively final. There shall be no appeal to the US DOT. If the DOTD Chief Engineer does not rule in favor of the original apparent low bidder, the new apparent low bidder shall submit, in detail, its subsequent proposed DBE participation within 14 calendar days after notification.

(8) Agreements between the bidder and the DBE, whereby the DBE agrees not to provide subcontracting quotations to other bidders, are prohibited.

H. POST AWARD COMPLIANCE

(1) If the contract is awarded on less than full DBE goal participation, such award will not relieve the contractor of the responsibility to continue exerting good faith efforts. The contractor shall submit documentation of good faith efforts with requests to sublet prior to approval of subcontracting work being performed on the project.

(2) The contractor shall establish a program which will effectively promote increased participation by DBE in the performance of contracts and subcontracts. The contractor shall also designate and make known to the DOTD a liaison officer who will be responsible for the administration of the contractor's DBE program.

(3) The contractor shall enter into subcontracts or written agreements with the DBE identified on Form CS-6AAA and attachments for the kind and amount of work specified. The subcontracting requirements of the contract will apply. The contractor shall submit copies of subcontracts or agreements with DBE to DOTD upon request.

(4) The contractor shall keep each DBE informed of the construction progress schedule and allow each DBE adequate time to schedule work, stockpile materials, and otherwise prepare for the subcontract work.

(5) At any point during the project when it appears that the scheduled amount of DBE participation may not be achieved, the contractor shall provide evidence demonstrating how the goal will be met.

(6) If the contractor is unable to demonstrate to the DOTD's satisfaction that it failed to achieve the scheduled DBE participation due to reasons other than quantitative underruns or elimination of items contracted to DBE and that good faith efforts have been used to obtain the scheduled contract participation, the DOTD may withhold an amount equal to the difference between the DBE goal and the actual DBE participation achieved as damages.

(7) When the DOTD has reason to believe the contractor, subcontractor, or DBE may not be operating in compliance with the terms of these DBE provisions, to include, but not be limited to the encouragement of fronting, brokering, or not providing a commercially useful function, the DOTD will conduct an investigation of such activities with the cooperation of the parties involved. If the DOTD finds that any person or entity is not in compliance, the DOTD will notify such person or entity in writing as to the specific instances or matters found to be in noncompliance.

At the option of the DOTD, the person or entity may be allowed a specified time to correct the deficiencies noted and to achieve compliance. In the event that the person or entity cannot achieve compliance, or fails or refuses to do so, the DOTD reserves the right to initiate administrative action against the contractor which may include but not be limited to terminating the contract; withholding a percentage of the contractor's next partial payment equal to the shortfall amount until corrective action is taken; or other action the DOTD deems appropriate. The contractor has the right to appeal the DOTD's finding and rulings to the DOTD Chief Engineer.

The contractor may present additional information to clarify that previously submitted. Any new information not included in the original submittal will not be used in the final determination. The decision rendered by the DOTD Chief Engineer will be administratively final.

(8) To ensure that the obligations under subcontracts awarded to subcontractors are met, the DOTD will review the contractor's efforts to promptly pay subcontractors for work performed in accordance with the executed subcontracts. The contractor shall promptly pay subcontractors and suppliers, including DBE, their respective subcontract amount within 14 calendar days after the contractor receives payment from DOTD for the items satisfactorily performed by the subcontractors in accordance with Louisiana Revised Statute 9:2784. The contractor shall provide the DBE with a full accounting to include quantities paid and

deductions made from the DBE's partial payment at the time the check is delivered. Retainage may not be held by the contractor. Delay or postponement of payment to the subcontractor may be imposed by the contractor only 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 of payment must have written approval by the Project Engineer. Failure to promptly pay subcontractors or to release subcontractors' retainage shall constitute a breach of contract and after notification by the DOTD may result in (1) a deduction from the contract funds due or to become due the contractor, (2) disqualification of a contractor as non-responsive, or (3) any other such remedy under the contract as DOTD deems appropriate. All subcontracting agreements made by the contractor shall include the current payment to subcontractors provisions as incorporate in the contract. All disputes between contractors and subcontractors relating to payment of completed work or retainage shall be referred to the DBE Oversight Committee. Members of the DBE Oversight Committee are: the Deputy Chief Engineer,; the DOTD Compliance Programs Director; and a FHWA Division Representative.

(9) The contractor shall meet the requirements of Subsection 108.01 Subletting of Contract, and shall submit DOTD Forms OMF-1A, Request to Sublet and OMF-2A, Subcontractor's EEO Certification. These forms shall be approved by DOTD before any subcontract work is performed.

(10) DOTD reserves the right to withhold any partial payment from the contractor when it is determined that a DBE is not performing a commercially useful function or that achievement of the goal is in jeopardy. Payment may be withheld in the amount of the DBE goal that is in jeopardy until either the contractor submits to DOTD a revised plan for achieving the contract goal and the plan is approved, or the DBE goal amount in question has been met.

(11) The DOTD will monitor the contractor's DBE involvement during the contract, the level of effort by the contractor in meeting or exceeding the goal requirements in the contract, the contractor's attempts to do so, and the efforts in soliciting such involvement. If, at the completion of the project, the contractor has failed to meet the DBE goal and has not demonstrated good faith efforts or obtained a waiver or reduction of the goal, DOTD will withhold an amount equal to the difference between the DBE goal and the actual DBE participation achieved as damages.

I. SUBSTITUTIONS OF DBE FIRMS AFTER AWARD

(1) The contractor shall conform to the scheduled amount of DBE participation.

(2) Contract items designated to be performed by the DBE on Form CS-6AAA and attachments shall be performed by the designated DBE or DOTD approved substitute. Substitutions of named DBE shall be approved in writing by the DOTD Compliance Programs Section. Substituted DBE shall not commence work until the contractor is able to demonstrate that the listed DBE is unable to perform because of default, overextension on other jobs, or other acceptable justification. It is not intended that a contractor's ability to negotiate a more advantageous contract with another subcontractor be considered a valid basis for change. Substitution of DBE will be allowed only when the DBE is unable to perform due to default, overextension on other jobs, or other similar justification. Evidence of good faith efforts exerted by the contractor shall be submitted to DOTD for approval. Pay items of work eliminated from the project will not diminish the contractor's DBE participation.

(3) Under no circumstances will a contractor perform work originally designated to be performed by a DBE without prior written approval from the DOTD Compliance Programs Section.

(4) When a listed DBE is unwilling or unable to perform the items of work specified in the Form CS-6AAA and attachments, the contractor shall immediately notify the DOTD Compliance Programs Section.

When a contractor's request to be relieved of the obligation to use the named DBE results in a DBE Goal shortfall, the contractor shall immediately take steps to obtain another certified DBE to perform an equal amount of allowable credit work or make documented good faith efforts to do so. The new DBE's name and designated work shall be submitted to the DOTD for approval using Form OMF-1A, Request to Sublet, prior to proceeding with the work.

If the contractor is unable to replace a defaulting DBE with another DBE for the applicable item, a good faith effort shall be made to subcontract other items to DBE for the purpose of meeting the goal. The DOTD Compliance Programs Section will determine if the contractor made an acceptable good faith effort in awarding work to DBE firms. Any disputes concerning good faith efforts will be referred to the DBE Oversight Committee. The DOTD Compliance Programs Section may allow a waiver or adjustment of the goal as may be appropriate, depending on individual project circumstances.

J. GOOD FAITH EFFORTS: Good faith efforts are required by the contractor when the DBE goals established for a contract are not met, or at anytime during the contract when achievement of the DBE goal is in jeopardy. It is the contractor's responsibility to provide sufficient evidence for DOTD to ascertain the efforts made. The contractor shall demonstrate good faith efforts to maximize participation by DBE prior to award and during the life of the contract. Good faith efforts include personal contacts, follow-ups and earnest negotiations with DBE. DOTD will consider, at a minimum, the following efforts as relevant, although this listing is not exclusive or exhaustive and other factors and types of efforts may be relevant:

(1) Efforts made to select portions of the work to be performed by DBE in order to increase the likelihood of achieving the stated goal. It is the contractor's responsibility to make a sufficient portion of the work available to subcontractors and suppliers and to select those portions of work or materials consistent with the availability of DBE subcontractors and suppliers to assure meeting the goal for DBE participation. Selection of portions of work are required to at least equal the DBE goal in the contract.

(2) Written notification at least 14 calendar days prior to bid opening which solicits a reasonable number of DBE interested in participation in the contract as a subcontractor, regular dealer, manufacturer, or consultant for specific items of work. The contractor shall provide notice to a reasonable number of DBE that their interest in the contract is being solicited, with sufficient time to allow the DBE to participate effectively. The contractor shall seek DBE in the same geographic area from which it generally seeks subcontractors for a given project. If the contractor cannot meet the goal using DBE from the normal area, the contractor shall expand its search to a wider geographic area.

(3) Demonstrated efforts made to negotiate in good faith with interested DBE for specific items of work include:

a. The names, addresses and telephone numbers of DBE contacted. The dates of initial contact and whether initial solicitations of interest were followed-up personally, by mail, or by phone to determine the DBE interest.

b. A description of the information provided to DBE regarding the nature of the work, the plans and specifications and estimated quantities for portions of the work to be performed.

c. A statement of why additional agreements with DBE were not reached.

d. Documentation of each DBE contacted but rejected and the reasons for rejection. All bids and quotations received from DBE subcontractors whether verbal or written, and the contractor's efforts to negotiate a reasonable price shall be submitted. Rejecting a DBE's bid because it was not the lowest quotation received will not be satisfactory reason without an acceptable explanation of how it was determined to be unreasonable. A statement that the DBE's quotation was more than the contractor's bid price for an item or items will not be acceptable.

e. Copies of all bids and quotations received from DBE subcontractors and an explanation of why they were not used.

- f. Scheduling meetings to discuss proposed work or to walk the job-site with DBE.
- g. Informing DBE of any pre-bid conferences scheduled by the DOTD.
- h. Assisting DBE in obtaining bonding, insurance, or lines of credit required by the contractor.
- i. Evidence of DBE contacted but rejected as unqualified, accompanied by reason for rejection based on a thorough investigation of the DBEs capabilities.
- j. Any additional information not included above which would aid the DOTD in evaluation of the contractor's good faith efforts.

(4) The following are examples of actions that will not be accepted as justification by the contractor for failure to meet DBE contract goals:

- a. Failure to contract with a DBE solely because the DBE was unable to provide performance and/or payment bonds.
- b. Rejection of a DBE bid or quotation based on price alone.
- c. Failure to contract with a DBE because the DBE will not agree to perform items of work at the unit price bid.
- d. Failure to contract with a DBE because the contractor normally would perform all or most of the work in the contract.
- e. Rejection of a DBE as unqualified without sound reasons based on a thorough investigation of their capabilities.
- f. Failure to make more than mail solicitations.

K. RECORD KEEPING REQUIREMENTS: The contractor shall keep such records as are necessary for the DOTD to determine compliance with the DBE contract obligations. These records shall include the names of subcontractors, including DBE; copies of subcontracts; the type of work being performed; documentation such as canceled checks and paid invoices verifying payment for work, services, and procurement; and documentation of correspondence, verbal contacts, telephone calls, and other efforts to obtain services of DBE. When requested, the contractor shall submit all subcontracts and other financial transactions executed with DBE in such form, manner and content as prescribed by DOTD. The DOTD reserves the right to investigate, monitor and/or review actions, statements, and documents submitted by any contractor, subcontractor, or DBE.

L. REPORTING REQUIREMENTS: The contractor shall submit monthly reports on DBE involvement. At the conclusion of each estimate period the contractor shall submit the Form CP-1A, CONTRACTORS MONTHLY DBE PARTICIPATION, to the project engineer to verify actual payments to DBE for the previous month's reporting period. These reports will be required until all DBE subcontracting activity is complete or the DBE Goal has been achieved. Reports are required regardless of whether or not DBE activity has occurred in the monthly reporting period.

Upon completion of all DBE participation, the contractor shall submit the Form CP-2A, DBE FINAL REPORT, to the DOTD Compliance Programs Section with a copy to the project engineer detailing all DBE subcontract payments. When the actual amount paid to DBE is less than the award amount, a complete explanation of the difference is required. If the DBE goal is not met, documentation supporting good faith efforts shall be submitted. Failure to submit the required reports will result in the withholding of partial payments to the contractor until the reports are submitted. All payments due subcontractors which affect DBE goal attainment, including retainage, shall be paid by the contractor before the DOTD releases the payment/performance/retainage bond.

The DOTD reserves the right to conduct an audit of DBE participation prior to processing the final estimate and at any time during the work.

M. APPLICABILITY OF PROVISIONS TO DBE BIDDERS: These provisions are applicable to all bidders including DBE bidders. The DBE bidder is required to perform at least 50 percent of the work of the contract with its own work force in accordance with the terms of the contract, normal industry practices, and the DOTD DBE Program. If the DBE bidder sublets any portion of the contract, the DBE bidder shall comply with provisions regarding contractor and subcontractor relationships. A DBE prime contractor may count only the contract amount toward DBE participation for work that he/she actually performs and any amounts awarded to other certified DBE subcontractors that perform a commercially useful function.

**FORM CS-6AAA
BIDDERS ASSURANCE OF DBE PARTICIPATION**

S.P.#	Contract Amount: \$
F.A.P.#	DBE Goal Percentage
Letting Date:	DBE Goal Dollar Value: \$

By its signature affixed hereto, the contractor assures the DOTD that one of the following situations exists (check only one box):

- ☐ The project goal will be met or exceeded.
☐ A portion of the project goal can be met, as indicated below. Good faith effort documentation is attached. DBE Goal Participation Amount _____ % \$ _____.

The contractor certifies that each firm listed is currently on the DBE list as maintained by DOTD and is certified for the items of work shown on the attachment(s). The contractor having assured that the goal for DBE participation prescribed in the special provisions will be met or exceeded, or that the portion of the DBE goal will be met or exceeded, attests that negotiations are in progress or complete and that a subcontract(s) will be executed with the firm(s) listed below within 60 calendar days after award of contract.

NAME OF DBE FIRM(S)	INTENDED SUBCONTRACT PRICE ¹

¹For supplier list only the value of the subcontract that can be credited toward the DBE goal. This amount shall be equal to the amount shown for the supplier on the Attachment to Form CS-6AAA. Details are listed on the attachment(s) to Form CS-6AAA.

The contractor assessed the capability and availability of named firm(s) and sees no impediment to prevent award of subcontract(s) as described on the attachments.

The contractor shall evaluate the subcontract work or services actually performed by the DBE to ensure that a commercially useful function is being served in accordance with the Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts. The contractor understands that no credit toward the DBE goal will be allowed for DBE that do not perform a commercially useful function. The contractor has a current copy of the DOTD DBE Program Implementation Guide which details the methods of operation that are acceptable on projects containing DBE goals. Copies of this guide may be obtained by calling the DOTD Compliance Programs Section at (225) 379-1382.

NAME OF CONTRACTOR	
AUTHORIZED SIGNATURE	
TYPED OR PRINTED NAME	
TITLE	
CONTRACTOR'S DBE LIAISON OFFICER (typed or printed name)	
PHONE NUMBER	
DATE	TAX ID#

06/08

ATTACHMENT TO FORM CS-6AAA

Contractor shall submit a separate attachment for each DBE listed on Form CS-6AAA.

S.P.#	F.A.P.#
NAME OF DBE	
PHONE #	CONTACT PERSON:

Fully describe the work to be performed (furnish materials and install, labor only, supply only, manufacture, hauling, etc.), quantity, unit price, and dollar value for each item to be subcontracted to the DBE listed below.

ITEM NO.	QUANTITY/UNIT PRICE/DESCRIPTION OF WORK TO BE PERFORMED	\$ VALUE

Describe the types of assistance, if any, the contractor will provide to any DBE on this project.

The contractor and DBE subcontractor attest that a subcontract will be executed for the items of work listed above. The contractor acknowledges that it will only receive credit toward the DB goal if the subcontractor performs a commercially useful function. The DBE understands that it is responsible for performing a commercially useful function.

DBE CONTRACTOR'S SIGNATURE	
TYPED OR PRINTED NAME	
TITLE	
DATE	TAX ID#
PRIME CONTRACTOR'S SIGNATURE	
TYPED OR PRINTED NAME	
TITLE	
DATE	

06/08

FORM CP-1A
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
CONTRACTOR'S MONTHLY DBE PARTICIPATION

STATE PROJECT NO.	CONTRACTOR:
FEDERAL AID PROJECT NO.	
ESTIMATE NO.	REPORT PERIOD: _____ TO _____

DOTD CERTIFIED DBE SUBCONTRACTOR OR SUPPLIER	ITEMS PERFORMED AND PAID THIS ESTIMATE PERIOD	AMOUNT PAID THIS MONTH ¹	TOTAL PAID TO DATE ¹

¹For suppliers, list total amount paid and the 60 percent value counted toward the goal.

This report covers the previous estimate period and shall be submitted to the Project Engineer with the current month's pay estimate. Estimates will be withheld until required form is submitted. Questions should be directed to the DOTD Compliance Programs Section at (225) 379-1382.

The Contractor certifies that the above amounts were paid to the listed DBEs and that documentation of these payments is available for inspection. Project Engineer has reviewed this form. _____ (Signature of Project Engineer).

Authorized Signature	
Typed or Printed Name	
Title	
Phone No.	
Date	

06/08

FORM CP-2A

STATE PROJECT NO.	DBE GOAL AMOUNT: \$	CONTRACTOR:
FEDERAL PROJECT NO.	CONTRACT AMOUNT: \$	
PARISHES)	LETTING DATE:	

[illegible]

This is to certify that \$_____ has been paid to Disadvantaged Business Enterprise Subcontractors/Suppliers listed above.

Authorized Signature
Typed or Printed Name
Title
Date

Parish or County _____ State of _____
 Subscribed and sworn to, before me, this _____ day of _____, A.D. 20____

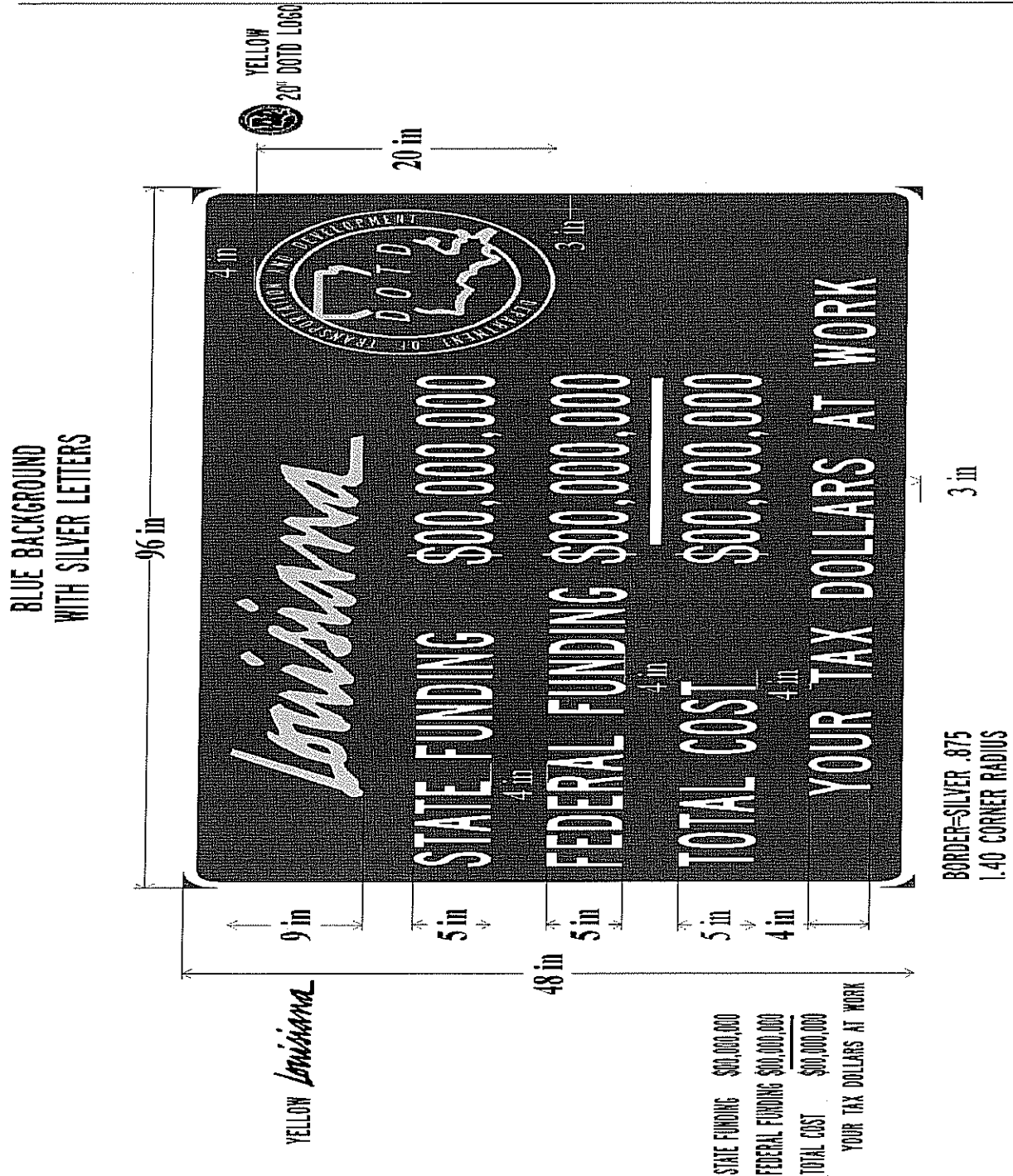
 Notary Public
 My commission expires: _____

80/90

G-13

PROJECT SIGN
LA TAX DOLLARS AT WORK
(COLOR ARTWORK FURNISHED UPON REQUEST)

Silver Font – TRAFFICAD C



GENERAL DECISION: LA20080008 09/05/2008 LA8

Date: September 5, 2008

General Decision Number: LA20080008 09/05/2008

Superseded General Decision Number: LA20070012

State: Louisiana

Construction Type: Heavy

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

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

Modification Number	Publication Date
0	02/08/2008
1	05/09/2008
2	06/06/2008
3	07/04/2008
4	09/05/2008

CARP1846-006 02/01/2006

	Rates	Fringes
CARPENTER		
(formbuilding/formsetting).....	\$ 19.92	5.00
Millwright/Piledriverman.....	\$ 19.92	5.00

ELEC0130-005 12/01/2006

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

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 22.09	7.90

* ELEC1077-002 09/01/2008

ST. TAMMANY PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 21.25	6.00

ENG10406-018 07/01/2008

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Bulldozer.....	\$ 20.76	5.70

Mechanic.....	\$ 22.31	5.70
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 PLAS0567-003 07/01/2006

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

	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 18.06	2.89

 PLAS0812-003 06/01/2004

ST. JAMES PARISH:

	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 21.85	0.00

 PLUM0060-002 06/01/2008

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

	Rates	Fringes
PLUMBER/PIPEFITTER (excluding pipe laying).....	\$ 25.02	7.93

 PLUM0198-005 01/01/2008

ST. JAMES PARISH (Northwestern Portion):

	Rates	Fringes
PLUMBER (excluding pipe laying).....	\$ 22.64	6.88

 SULA2004-007 05/13/2004

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

Laborers:

Common/Landscape.....	\$ 9.88	0.00
Fence.....	\$ 11.24	0.00
Flagger.....	\$ 8.58	0.00
Mason Tender.....	\$ 7.00	0.00
Pipelayer.....	\$ 9.84	0.00

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

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

Truck drivers:		
Dump.....	\$ 11.01	0.00
Pickup.....	\$ 12.25	0.00

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)).

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.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter
 - * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

GENERAL DECISION: LA20080014 09/05/2008 LA14

Date: September 5, 2008

General Decision Number: LA20080014 09/05/2008

Superseded General Decision Number: LA20070040

State: Louisiana

Construction Type: Highway

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

HIGHWAY CONSTRUCTION PROJECTS (Does not include building structures in rest area projects)

Modification Number	Publication Date
0	02/08/2008
1	05/09/2008
2	06/20/2008
3	07/18/2008
4	09/05/2008

CARP1098-005 02/01/2006

ST. JAMES PARISH (North of the Mississippi River) PARISH:

	Rates	Fringes
PILEDRIVERMAN.....	\$ 19.92	5.65

CARP1846-002 02/01/2006

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

	Rates	Fringes
PILEDRIVERMAN.....	\$ 19.92	5.00

ELEC0130-010 12/01/2006		

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

	Rates	Fringes
ELECTRICIAN (including traffic signal wiring and installation).....	\$ 22.09	7.90

* ELEC1077-007 09/01/2008		

ST. TAMMANY PARISH

	Rates	Fringes
ELECTRICIAN (including traffic signal wiring and installation).....	\$ 21.25	6.00

ENGI0406-015 07/01/2008		

	Rates	Fringes
POWER EQUIPMENT OPERATOR Asphalt/Aggregate Spreader..	\$ 20.76	5.70

IRON0058-004 06/01/2008		

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 19.40	6.82

SULA2004-014 07/30/2004		

	Rates	Fringes
CARPENTER (including formbuilding/formsetting).....	\$ 13.42	3.04
Cement Mason/Concrete Finisher...	\$ 13.24	1.68
IRONWORKER, REINFORCING.....	\$ 15.84	3.47
Laborers		
Asphalt Raker.....	\$ 10.13	0.18
General.....	\$ 9.26	1.14
Guardrail.....	\$ 8.81	1.80
Mason Tender.....	\$ 8.51	1.20
Pipelayer.....	\$ 9.99	1.20
Striping/Pavement Marker includes paint striping and attachment of reflector buttons.....	\$ 8.24	1.20
Traffic Control including flagger, sign placement,		

barricades, and cones.....\$	8.39	1.80
Painter, Brush, Spray and Roller.....\$	14.16	2.03
Power Equipment Operators		
Asphalt Paving Machine.....\$	14.38	0.18
Asphalt Screed.....\$	13.76	2.20
Backhoe/Excavator.....\$	13.93	3.00
Broom/Sweeper.....\$	12.78	2.92
Bulldozer.....\$	13.58	0.00
Crane.....\$	17.20	3.30
Front End Loader.....\$	13.31	0.00
Mechanic.....\$	13.53	2.92
Milling/Cold Planing		
Machine includes Rotomill and CMI Cutter.....\$	15.50	0.00
Motor Grader/Blade.....\$	14.42	3.02
Oiler.....\$	13.91	2.37
Post Driver.....\$	13.73	0.00
Roller.....\$	13.11	3.30
Trackhoe.....\$	11.00	0.00
Trenching/Boring Machine....\$	12.51	0.00
Truck drivers		
Dump (all types).....\$	10.64	0.18
Flatbed.....\$	10.87	0.00
Lowboy.....\$	13.24	0.00
Pickup.....\$	10.60	0.00
Water.....\$	12.00	0.00

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

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

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.

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
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- * a conformance (additional classification and rate) ruling

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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

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



**CONSTRUCTION PROPOSAL
INFORMATION
FOR**

FEDERAL AID PROJECT

**STATE PROJECT NO. 450-37-0022
MISSISSIPPI RIVER BRIDGE (LULING)
CABLE STAY REPLACEMENT
ROUTE I-310
ST. CHARLES PARISH**

**CONTRACT TIME FORM
COST-PLUS-TIME BIDDING PROCEDURE
(A + B) METHOD**

STATE PROJECT NO.	<u>450-37-0022</u>
FEDERAL AID PROJECT NO.	<u>4507(502)</u>
NAME OF PROJECT	<u>MISSISSIPPI RIVER BRIDGE (LULING) CABLE STAY REPLACEMENT</u>
ROUTE	<u>I-310</u>
PARISH	<u>ST. CHARLES</u>

CONTRACT TIME

The bidder shall determine the number of calendar days required for completion and final acceptance of the project and shall state this required time, in words, in the space provided below. The maximum allowable contract time for this project is **five hundred (500) calendar days**. The proposed completion time will be a factor used in considering bids for award of contract in accordance with the special provision, COST-PLUS-TIME BIDDING PROCEDURE (A+B METHOD). The stated number of calendar days required for completion will be the contract time for this project should the bidder be successful. Bids not including a contract time, or showing contract time in excess of the maximum allowable amount, will be considered irregular and will be rejected.

CONTRACT TIME (Calendar Days To Completion, In Words)
_____ Calendar Days

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. 450-37-0022, FEDERAL AID PROJECT NO. 4507(502), MISSISSIPPI RIVER BRIDGE (LULING) CABLE STAY REPLACEMENT, located in ST. CHARLES PARISH, ROUTE I-310**, 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

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SCHEDULE OF ITEMS

LEAD PROJECT: 450-37-0022
OTHER PROJECTS:

DATE: 12/24/08 07:26 PAGE: 1

ITEM NUMBER	APPROXIMATE QUANTITY	UNIT OF MEASURE	PAY ITEM UNIT PRICE (IN WORDS, INK OR TYPED)
713-01	LUMP	LUMP SUM	TEMPORARY SIGNS & BARRICADES DOLLARS CENTS
713-03-A-01	1.534	MILE	TEMPORARY PVMT. MARKINGS (BROKEN LINE) (4" W) (4' L) (TYPE I REMOVABLE) DOLLARS CENTS
713-04-A-01	3.422	MILE	TEMPORARY PVMT. MARKINGS (SOLID LINE) (4" W) (TYPE I REMOVABLE) DOLLARS CENTS
713-06	205	EACH	TEMPORARY REFLECTORIZED RAISED PAVEMENT MARKERS DOLLARS CENTS
713-07	107	EACH	TEMPORARY PRECAST CONCRETE BARRIER (CONTRACTOR FURNISHED) DOLLARS CENTS
713-08	107	EACH	TEMPORARY PRECAST CONCRETE BARRIER (DEPARTMENT FURNISHED) DOLLARS CENTS

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SCHEDULE OF ITEMS

LEAD PROJECT: 450-37-0022
OTHER PROJECTS:

DATE: 12/24/08 07:26 PAGE: 2

ITEM NUMBER	APPROXIMATE QUANTITY	UNIT OF MEASURE	PAY ITEM UNIT PRICE (IN WORDS, INK OR TYPED)
713-10	162	EACH	TEMPORARY PRECAST CONCRETE BARRIER MOVEMENT _____ DOLLARS _____ CENTS
727-01	LUMP	LUMP SUM	MOBILIZATION _____ DOLLARS _____ CENTS
731-02	205	EACH	REFLECTORIZED RAISED PAVEMENT MARKERS _____ DOLLARS _____ CENTS
732-02-A	3.422 MILE		PLASTIC PAVEMENT STRIPING (SOLID LINE) (4" WIDTH) _____ DOLLARS _____ CENTS
732-03-A	1.534 MILE		PLASTIC PAVEMENT STRIPING (BROKEN LINE) (4" WIDTH) _____ DOLLARS _____ CENTS
732-05	7.000 MILE		REMOVAL OF EXISTING MARKINGS _____ DOLLARS _____ CENTS

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SCHEDULE OF ITEMS

LEAD PROJECT: 450-37-0022
OTHER PROJECTS:

DATE: 12/24/08 07:26 PAGE: 3

ITEM NUMBER	APPROXIMATE QUANTITY	UNIT OF MEASURE	PAY ITEM UNIT PRICE (IN WORDS, INK OR TYPED)
740-01	LUMP	LUMP SUM	CONSTRUCTION LAYOUT DOLLARS CENTS
807-08	LUMP	LUMP SUM	STRUCTURAL METALWORK DOLLARS CENTS
S-001	500	DAY	EMERGENCY TOW TRUCKS DOLLARS CENTS
S-002	2	EACH	DYNAMIC MESSAGE SIGN UNIT DOLLARS CENTS
S-003	3	EACH	IMPACT ATTENUATORS (CONSTRUCTION ZONE) DOLLARS CENTS
S-004	3	EACH	REPAIR AND RESTORATION OF IMPACT ATTENUATOR DOLLARS CENTS

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SCHEDULE OF ITEMS

LEAD PROJECT: 450-37-0022
OTHER PROJECTS:

DATE: 12/24/08 07:26 PAGE: 4

ITEM NUMBER	APPROXIMATE QUANTITY	UNIT OF MEASURE	PAY ITEM UNIT PRICE (IN WORDS, INK OR TYPED)
S-005	LUMP	LUMP SUM	TRAFFIC CONTROL MANAGEMENT DOLLARS CENTS
S-101	LUMP	LUMP SUM	TEMPORARY STAY SYSTEM, INSTALLATION AND REMOVAL DOLLARS CENTS
S-102	LUMP	LUMP SUM	NEW CABLE STAY SYSTEM AND INSTALLATION DOLLARS CENTS
S-103	LUMP	LUMP SUM	REMOVAL OF EXISTING STAY SYSTEM DOLLARS CENTS
S-104	LUMP	LUMP SUM	GEOMETRY CONTROL AND CABLE FORCE VERIFICATION DOLLARS CENTS
S-105	LUMP	LUMP SUM	REMOVAL AND STORAGE OF EXISTING INSTRUMENTATION DOLLARS CENTS

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SCHEDULE OF ITEMS

LEAD PROJECT: 450-37-0022
OTHER PROJECTS:

DATE: 12/24/08 08:59 PAGE: 5

ITEM NUMBER	APPROXIMATE QUANTITY	UNIT OF MEASURE	PAY ITEM UNIT PRICE (IN WORDS, INK OR TYPED)
S-106	72	EACH	CLEANING AND MODIFICATION OF ANCHORAGE BOXES _____ DOLLARS _____ CENTS
S-107	LUMP	LUMP SUM	CLEANING AND SEALING OF THE SUPERSTRUCTURE _____ DOLLARS _____ CENTS
S-108	LUMP	LUMP	WEB-ENABLED CAMERA SYSTEM _____ DOLLARS _____ CENTS
S-109	90	EACH	REPAIR CRACK IN DECK PLATE _____ DOLLARS _____ CENTS
S-110	45	EACH	GRIND CRACK IN WELD _____ DOLLARS _____ CENTS
S-111	13	EACH	REPAIR CRACK IN DECK RIB _____ DOLLARS _____ CENTS

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SCHEDULE OF ITEMS

LEAD PROJECT: 450-37-0022
OTHER PROJECTS:

DATE: 12/24/08 07:26 PAGE: 6

ITEM NUMBER	APPROXIMATE QUANTITY	UNIT OF MEASURE	PAY ITEM UNIT PRICE (IN WORDS, INK OR TYPED)
S-112	3	EACH	REPAIR CRACK IN CROSS GIRDER DOLLARS CENTS
S-113	1	EACH	REPAIR EXPANSION JOINT DOLLARS CENTS
S-114	LUMP	LUMP SUM	REPAIR FAIRING PLATE DOLLARS CENTS

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. 450-37-0022

FEDERAL AID PROJECT NO. 4507(502)

NAME OF PROJECT MISSISSIPPI RIVER BRIDGE (LULING) CABLE STAY REPLACEMENT

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.

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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 INFORMATIONAL BID**

It is agreed that the total bid shown below, determined by the bidder, is for purposes of opening and reading bids only and that the low bidder for this project will be determined in accordance with the special provision entitled **COST-PLUS-TIME BIDDING PROCEDURE (A+B METHOD)**, as determined by the Department.

A = Summation of products of the quantities shown in the Schedule of Items multiplied by the unit prices.

A = _____

B = Bidders proposed contract time multiplied by the Daily User Cost (\$2000).

B = _____ Calendar Days x \$2000

B = _____

Contractor's Total Bid (A + B) _____

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