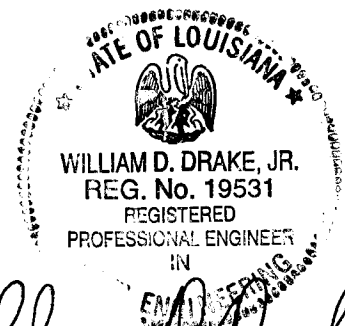


# **RE- ADVERTISEMENT**

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

### **CONSTRUCTION PROPOSAL**



*William D. Drake, Jr.*  
2/14/2008

**STATE PROJECT NO. 812-05-0009  
LA 1143 DITCH CLEANING (RITA)  
LA 1143  
CAMERON PARISH**

**FOR INFORMATION ONLY**

**STATE PROJECT NO. 812-05-0009**  
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FOR INFORMATION ONLY

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

Either sealed paper bids or electronic bids for the following project will be received by the Department of Transportation and Development (DOTD). Paper bids can be delivered to the DOTD Headquarters Administration Building, 1201 Capitol Access Road, Room 405-L, Baton Rouge, Louisiana 70802 until 8:00 a.m on **Wednesday, March 26, 2008**. After 8:00 a.m., paper bids will be received in the Headquarters Auditorium until 10:00 a.m. Electronic bids must be submitted through [www.bidx.com](http://www.bidx.com) prior to the electronic bidding deadline. Beginning at 10:00 a.m., all bids will be publicly opened and presented in the Headquarters Auditorium. No bids will be received after 10:00 a.m. Any person requiring special accommodations shall notify DOTD at (225) 379-1111 not less than 3 business days before bid opening.

### **RE-ADVERTISEMENT**

#### **STATE PROJECT NO. 812-05-0009**

DESCRIPTION: LA 1143 DITCH CLEANING (RITA)

ROUTE: LA 1143

PARISH: CAMERON

LENGTH: 7.100 miles.

TYPE: DITCH CLEANING

LIMITS: State Project No. 812-05-0009: Begin: 0.10 Miles East of Jct. LA 27 & LA 1143

- End: 7.20 Miles East of Jct. LA 27 & LA 1143

ESTIMATED COST RANGE: \$500,000 to \$1,000,000

PROJECT ENGINEER: DUBERVILLE, DON; 5827 HIGHWAY 90 EAST, LAKE

CHARLES, LA 70616, (337) 437-9200

DOTD COORDINATOR: LEBLANC, LESTER; (337) 437-9245

PROJECT MANAGER: LANDRY, PAT; (337) 437-9104.

COST OF PROPOSAL FORMS: \$25.00

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

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.

**FOR INFORMATION ONLY**

## **NOTICE TO CONTRACTORS (CONTINUED)**

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

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

**FOR INFORMATION ONLY**

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

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

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

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

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

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

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

**DBE PARTICIPATION IN FEDERAL AID CONSTRUCTION CONTRACTS (07/00):**

This project has not been selected for a specific DBE Goal. The contractor shall meet the obligations of the Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts contained elsewhere herein.

**PARTICIPATION IN JOB TRAINING (11/95):** If the contractor desires to participate in job training, as provided by Supplemental Specifications elsewhere herein, he shall submit a written request to the project engineer with a copy to the Construction Section. The number of trainees to be trained under this contract will be 0 (zero). For the purposes of reimbursement, this number of trainees has been translated into an estimated 0 (zero) hours. The pay item for Trainee Reimbursement, will be established in the contract in accordance with the Supplemental Specifications for Job Training and the above hours.

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**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.

**NAVIGABLE WATERS AND WETLANDS (07/05):** Subsection 107.09 of the Standard Specifications is amended to include the following.

In accordance with the provisions of this Subsection, the Department has obtained the required U.S. Army Corps of Engineers permit.

The Department has obtained a Coastal Use Permit for all work within the Louisiana Coastal Zone.

Bidders shall comply with the permit requirements. Bidders may obtain a copy of these permits by contacting the Department's Environmental Section at (225) 379-1317.

**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 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

**ITEM S-001, CLEANING EXISTING DITCHES (4/99):** This item consists of excavating and disposing of materials from existing ditches in accordance with plan details and the following.

Unless otherwise directed, material excavated from existing ditches shall be disposed of by the contractor in accordance with Subsection 202.02.

FOR INFORMATION ONLY

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All excavated material and debris shall be disposed of at a Louisiana Department of Environmental Quality approved site. The following approved LDEQ sites may be used for disposal:

Chaney Trucking  
1662 Miller Street  
Lake Charles, LA 70611

Krause & Managan Disposal C/D Landfill  
1360 Beglis Parkway  
Sulphur, LA 70663

McManus C/D Landfill  
4128 Hwy 3059  
Lake Charles, LA

Tommasi Brothers, Inc C/D Landfill  
7124 Corbina Road  
Lake Charles, LA 70607

If the contractor needs additional approved LDEQ disposal sites, he shall obtain and submit the permit documents to the Project Engineer for review. The Department shall review the documents and issue a decision. Departmental approval is required prior to the use of additional disposal sites.

Cleaning existing ditches will be measured by the linear foot along the center line of each ditch.

Payment for cleaning existing ditches will be made at the contract unit price per linear foot, which includes removal of obstructions and all applicable landfill fees associated with the disposal at one of the listed approved LDEQ sites.

Payment will be made under:

<b>Item No.</b>	<b>Pay Item</b>	<b>Pay Unit</b>
S-001	Cleaning Existing Ditches	Linear Foot

**ADDITIONAL SPECIAL PROVISIONS FOR DITCH CLEANING**

**1. GENERAL**

This proposal is for the execution of all work associated with ditch cleaning in Cameron Parish.

- 1.1. The scope of work on this project includes the cleaning of the roadside drainage ditches, side drain culverts, and cross drain culverts, and the grading of roadside ditches to match the existing culvert flow lines.

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- 1.2. The Contractor shall submit to the Department's Project Engineer for approval all subcontractor(s) prior to their beginning work. The Department reserves the right to approve or disapprove any subcontractor.
- 1.3. All ditch cleaning will be in accordance with: Louisiana Department of Environmental Quality's (DEQ) Debris Plan; FEMA Public Assistance and Hazard Mitigation Grant Program; Army Corps of Engineer Permit; Coastal Use Permit; and all Federal, State, and Local laws and regulations.

2. EQUIPMENT

- 2.1. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms. Any truck used to haul sediment and debris must be mechanically loaded by an appropriately sized front end loader, backhoe or other approved and appropriate equipment. All trucks and trailers used for hauling shall be equipped with approved tarps to completely cover the exposed portions of the loads being hauled during the entire time they are traveling on state or local roads. Additionally, the truck or trailer must dump hydraulically and be capable of unloading its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the Project Engineer's Representative. All trailers shall have a metal-framed exterior and metal interior wall. All equipment used to haul sediment and debris shall be equipped with a solid tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. Plastic webbing is not acceptable for a tailgate. All hauling equipment shall be measured and marked for its load capacity. The Contractor is responsible for ensuring all loading and transport equipment complies with state and local laws. The Contractor prior to use shall inspect all equipment. The Contractor will provide a form for this purpose.
- 2.2. Prior to commencing ditch cleaning operations, the Contractor shall present to the Project Engineer all trucks, trailers, or containers that will be used for hauling sediment and debris. The time and place of this inspection will be as directed by the Project Engineer.
- 2.3. Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

3. CONSTRUCTION LAYOUT

- 3.1. Section 740.02 of the Louisiana Standard Specifications for Roads and Bridges 2006 Edition is amended to include the following requirements. The contractor shall clean

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SPECIAL PROVISIONS

existing ditches to match flow line grades at existing side drains, cross drains and dry ramps using a method approved by the project engineer. The ditches shall be graded using a slope that produces movement of water into existing outfalls in such a manner that ponding within the ditch does not occur. Ditch grades shall re-establish pre-storm drainage patterns by satisfactorily promoting gravity drainage into existing drainage outfalls (locations shown in the plans). The contractor shall provide documentation of finish grades for ditches at high points, low points, side drains, cross drains, and outfalls.

- 3.2. Section 740.04 of the Louisiana Standard Specifications for Roads and Bridges 2006 Edition is amended to include the following requirements. Final payment for construction layout will be made after the project engineer has approved the contractors profile documentation and drainage patterns.

4. DISPOSAL REQUIREMENTS

- 4.1. Disposal of all excavated material and debris shall be at one of the DEQ approved sites listed with item S-001: Cleaning Existing Ditches.

5. OTHER CONSIDERATIONS

- 5.1. The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 5.2. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Department.
- 5.3. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with the Department's Maintenance Traffic Control Manual. If DOTD finds that flagging is unsatisfactory, the contractors operations will be suspended until corrective action is taken.
- 5.4. The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local laws for dust control.
- 5.5. No news releases (including photographs, films, public announcements or denial of confirmation of same) on any part of the subject matter of this contract shall be made by the Contractor without the prior written approval of the Project Engineer.
- 5.6. The prime contractor is solely responsible to assure the safety of contract personnel in all contract activities that they and their subcontractors perform. The contractor shall also provide and take necessary measures to protect the public and DOTD

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personnel during their activities. Actions may include but are not limited to providing additional traffic control, removal of unsafe equipment, and removal of unsafe workers.

- 5.7. The Contractor shall employ as many local residents and subcontractors as possible as part of this contract.

6. OTHER CONTRACTS AND OTHER WORK

The Department reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

**CONTRACT TIME (03/05):** The entire contract shall be completed in all details and ready for final acceptance in accordance with Subsection 105.17(b) within 90 (ninety) calendar days.

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

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

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

FOR INFORMATION ONLY

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

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**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.

**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.

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**SECTION 108 – PROSECUTION AND PROGRESS:**

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

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

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

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

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

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

Delete the first sentence and substitute the following.

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

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

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

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

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

**SECTION 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”.

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

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

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

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

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

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

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

**SECTION 704 – GUARD RAIL:**

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

Add the following to 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 713 – TEMPORARY TRAFFIC CONTROL:**

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

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

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

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

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

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

## **SECTION 729 – TRAFFIC SIGNS AND DEVICES:**

### **Subsection 729.02 – Materials (04/07), 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 III, except as follows:

Reflective sheeting for the permanent signs of Table 729-1 shall meet the requirements of ASTM D 4956, Type IX or Type X as modified in Subsection 1015.05.

FOR INFORMATION ONLY



**Table 729-1**  
**Permanent Signs for Use With Type IX or X (modified) Reflective Sheeting**

Sign	MUTCD Number
Stop	R1-1
Yield	R1-2
4-Way	R1-3
All Way	R1-4
Do Not Enter	R5-1
Wrong Way	R5-1a
Chevrons	W1-8
No Passing Zone Pennants	W14-3
Type 3 Object Marker	OM-3 (Right & Left)
Type 2 Object Marker	-----
Guardrail End Decals	-----

Subsection 729.04, Fabrication of Sign Panels and Markers (04/07), Pages 458 – 460.

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

ASTM D 4956 Type IX or X (modified) 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 IX or X (modified) 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 IX or X (modified) 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

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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 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:

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<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 (05/07), Pages 833 – 838.

Add the following to Heading (a), Permanent and Temporary Standard Sheeting.

Type X (Modified) (White, Yellow, Red) - A super high-intensity retroreflective sheeting having highest retroreflectivity characteristics at medium distances. This sheeting is typically an unmetalized microprismatic retroreflective element material. This material shall meet the requirements of ASTM D 4956 Type X except as modified below.

(1) Retroreflectivity: Minimum Coefficients of Retroreflection for Type X (Modified) White, Yellow, and Red sheeting shall be as specified in Table 1015-a.

**Table 1015-a**  
**Coefficients of Retroreflection for Type X (Modified) Sheeting<sup>1</sup>**

Observation Angle, degrees	Entrance Angle, degrees	White	Yellow	Red
0.2	-4	600	450	90
0.2	+30	300	225	45
0.5	-4	240	180	36
0.5	+30	120	90	18

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

Heading (d), Accelerated Weathering.

Delete Table 1015-3, Accelerated Weathering Standards and substitute the following.

**Table 1015-3**  
**Accelerated Weathering Standards<sup>1</sup>**

Type	Retroreflectivity <sup>2</sup>				Colorfastness <sup>3</sup>	
	Orange		All colors, except orange		Orange	All colors, except orange
III	1 year	80 <sup>4</sup>	3 years	80 <sup>4</sup>	1 year	3 years
III (for drums)	1 year	80 <sup>4</sup>	1 year	80 <sup>4</sup>	1 year	1 year
VI	1/2 year	50 <sup>5</sup>	1/2 year	50 <sup>5</sup>	1/2 year	1/2 year
IX	Not used		3 years	80 <sup>6</sup>	Not used	3 years
X (Fluorescent Orange)	1 year	80 <sup>7</sup>	Not used		1 year	Not used
X (Modified)	Not used		3 years	80 <sup>8</sup>	Not used	3 years

<sup>1</sup>At 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.

<sup>2</sup>Percent retained retroreflectivity of referenced table after the outdoor test exposure time specified.

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

<sup>4</sup>ASTM D 4956, Table 8.

<sup>5</sup>ASTM D 4956, Table 13.

<sup>6</sup>ASTM D 4956, Table 3.

<sup>7</sup>ASTM D 4956, Table 4.

<sup>8</sup>DOTD Standard Specifications, Table 1015-a.

Heading (e), Performance.

Delete Table 1015-4, Reflective Sheeting Performance Standards and substitute the following.

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**Table 1015-4  
Reflective Sheeting Performance Standards**

Type	Retroreflectivity <sup>1</sup> -- Durability <sup>2</sup>				Colorfastness <sup>3</sup>
	Orange		All colors, except orange		
III	3 years	80 <sup>4</sup>	10 years	80 <sup>4</sup>	3 years
IX	Not used		7 years	80 <sup>5</sup>	3 years
X (Fluorescent. Orange)	3 years	80 <sup>6</sup>	Not used		3 years
X (Modified)	Not used		7 years	80 <sup>7</sup>	3 years

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

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

<sup>3</sup>All colors shall conform to the color specification limits of ASTM D4956 after installation and the field exposure time specified.

<sup>4</sup>ASTM D4956, Table 8.

<sup>5</sup>ASTM D 4956, Table 3.

<sup>6</sup>ASTM D 4956, Table 4.

<sup>7</sup> DOTD Standard Specifications, Table 1015-a.

Heading (g), Sheeting Guaranty.

Delete Table 1015-5, Manufacturer's Guaranty-Reflective Sheeting and substitute the following.

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**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 <sup>1</sup> 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 <sup>1</sup> as specified below
	Orange	All colors, except orange	All colors, except orange
III	<3 years	<7 years	7-10 years
IX	Not used	<5 years	5-7 years
X (Fluorescent Orange)	<3 years	Not used	<b>Not used</b>
X (Modified)	Not used	< 5 years	<b>5-7 years</b>

<sup>1</sup>From the date of sign installation.

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.

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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

<u>Time</u>	<u>Observation Angle, degrees</u>	<u>Entrance Angle, degrees</u>	Specific Luminance (mcd/sq m/lx)	
			<u>White</u>	<u>Yellow</u>
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.

(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

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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.

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

**FEMALE AND MINORITY PARTICIPATION IN CONSTRUCTION**

The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the director of OFCCP. Execution of the contract by the successful bidder and any subsequent subcontracts will be considered the contractor's and subcontractor's commitment to the EEO provisions contained in this notice.

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

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

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

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

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

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

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

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

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The following Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) shall be included in, and shall be a part of, all solicitations for offers and bids on all federal and federally assisted construction contracts or subcontracts in excess of \$10,000. Execution of the contract by the successful bidder and any

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

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

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. If the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, he shall include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is required to comply with his obligations under the EEO clause, and to make good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractor or subcontractors toward a goal in an

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**

1. General

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

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

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

2. EEO Policy

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

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin. Such action shall include employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship and on-the-job training.

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### 3. EEO Officer

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

### 4. Dissemination of Policy

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

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

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

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

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

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

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

## 5. Recruitment

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

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

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

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

## 6. Personnel Actions

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

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

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

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

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

#### 7. Training and Promotion

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

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

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

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

#### 8. Unions

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

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

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

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

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

#### 9. Subcontracting

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

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

#### 10. Records and Reports

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

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

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

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

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

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

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



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

These supplemental specifications are in implementation of 23 USC 140(a). Training under this contract shall be optional to the successful bidder, provided the item for which training is requested is less than 70 percent complete. If the contractor elects to provide training under the contract as established in these specifications, he may submit a written request to the project engineer with a copy to the Construction Section. A plan change will be prepared to incorporate a pay item using the trainee hours stated in the Special Provisions elsewhere herein. Training will only be reimbursed after the approval of this plan change.

Training under these supplemental specifications will only be reimbursed in those trades identified by the Department as critical. A statewide critical trade is defined as a job category with 30 or more employees where underrepresentation of minorities and women exists in relation to their availability in the civilian labor force. Training shall be conducted in the critical trades listed in Table 1.

It is intended that training under these supplemental specifications be in crafts directly related to highway construction. Therefore, training in classifications such as clerk-typist, secretary, bookkeeper, fireman, office engineer, estimator, timekeeper, or flagger will not be approved for participation under these supplemental specifications.

No employee shall be employed as a trainee in any classification which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyman. The contractor shall satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records shall document the findings in each case.

The contractor will be reimbursed \$2.00 per hour of training provided to minorities and women in accordance with an approved training program. Reimbursement will be made for training minorities and women in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other sources do not specifically prohibit the contractor from receiving other reimbursement. The contractor will be reimbursed for the number of trainee hours actually trained on the project in accordance with these supplemental specifications.

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**TABLE 1**  
**STATEWIDE CRITICAL TRADES**

MINORITIES	WOMEN
FOREMAN	FOREMAN
EQUIPMENT OPERATORS	EQUIPMENT OPERATORS
MECHANICS	MECHANICS
CARPENTERS	TRUCK DRIVERS
---	IRONWORKERS
---	CARPENTERS
---	CEMENT MASONS
---	PAINTERS
---	SEMI-SKILLED LABORERS

The contractor shall submit to the Department for approval, the training program to be used, the number of trainees to be trained in each selected job classification, and the approximate time training will begin. Only classifications contained in the critical trades included in Table 1 shall be used by the contractor. The contractor will be credited for each trainee employed on the work who is currently enrolled or becomes enrolled in an approved training program and will be reimbursed for such trainees as provided in these supplemental specifications.

The minimum length and type of training for each classification will be established in the training program selected by the contractor approved by the Department, Federal Highway Administration (FHWA), and/or Office of Federal Contract Compliance Programs (OFCCP). The Department, FHWA, and/or OFCCP will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Apprenticeship programs registered with the U. S. Department of Labor, Bureau of Apprenticeship and Training or with a state apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U. S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training will also be considered acceptable if it is being administered in a manner consistent with the equal employment obligations of federal-aid highway construction contracts.

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It is normally expected that a trainee will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his/her work classification or until he/she has completed the training program.

Enrollment of minorities and women in excess of the required number will be permitted, with approval to allow the contractor to maintain the required continuous effort to complete the training of individual trainees.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent of the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by these supplemental specifications.

The contractor, prior to the start of training, shall provide written notice to each person to be trained under these supplemental specifications of that person's designation as a trainee, the training program and classification under which training will be provided, the length of the training program, and the hourly wage rate to be paid to the trainee.

The Department shall furnish each trainee an identification card identifying the trainee by name, social security number, and training program classification. Upon graduation, the contractor shall furnish the trainee a certification showing the type and length of training satisfactorily completed along with a permanent photo identification card designating the bearer as a graduate journey person of the appropriate training program.

The contractor shall submit an initial enrollment report for each employee on the project who is enrolled as a trainee in an approved training program or apprenticeship program. The reports shall be submitted to the Construction Section within the first payroll period in which each trainee or apprentice is assigned to the project. The Initial Report of Trainee Employed on Federal Aid Project Form, DOTD 03-40-5018, will be furnished by the Construction Section.

In order to collect the \$2.00 per hour reimbursement for training minorities and women, the contractor shall submit two copies of Form DOTD-03-37-0014, Request for Reimbursement for Training, to the project engineer each month that training is conducted on the project. Instructions for furnishing this information and copies of these forms may be obtained from the Department's Construction Section.

At anytime during the life of the project, provided that the item for which training is requested is less than 70 percent complete, a subcontractor may elect to train. The contractor should make

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known on Form OMF-1A, Request to Sublet, which is submitted to the Department's Contracts Management Section, the specific program the subcontractor intends to utilize. If the subcontractor does not utilize a previously approved training program, he is directed to develop and submit a training program to the Department for approval by DOTD and FHWA.

**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

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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

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(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

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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

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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 of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. 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**

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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,*

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*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, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

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

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

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

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

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

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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.

\* \* \* \* \*

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**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.

FOR INFORMATION ONLY

General Decision Number: LA080012 02/08/2008 LA12

Superseded General Decision Number: LA20070033

State: Louisiana

Construction Types: Highway

Counties: Allen, Assumption, Avoyelles, Beauregard, Bienville, Caldwell, Cameron, Catahoula, Claiborne, Concordia, De Soto, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson Davis, La Salle, Lincoln, Madison, Morehouse, Natchitoches, Pointe Coupee, Red River, Richland, Sabine, St Helena, St Mary, Tangipahoa, Tensas, Union, Vermilion, Vernon, Washington, West Carroll, West Feliciana and Winn Counties in Louisiana.

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

Modification Number	Publication Date
0	02/08/2008

SULA2004-016 08/03/2004

	Rates	Fringes
Carpenter (including formbuilding/formsetting).....	\$ 11.55	1.85
Cement Mason/Concrete Finisher..	\$ 11.26	
Electrician (including traffic signal wiring and installation).....	\$ 12.00	
Ironworker, Reinforcing .....	\$ 10.69	
Laborers		
Asphalt Raker.....	\$ 8.12	
General including landscape/erosion.....	\$ 8.07	
Guardrail.....	\$ 8.22	
Mason Tender.....	\$ 8.46	
Pipelayer.....	\$ 8.19	
Striping/Pavement Marker including paint striping and attachment of reflector buttons.....	\$ 7.91	
Traffic Control including flagger, sign placement, barricades, and cones.....	\$ 7.95	
Piledriverman.....	\$ 11.87	
Power Equipment Operators		
Asphalt Distributor.....	\$ 8.84	
Asphalt Paving Machine.....	\$ 12.23	
Asphalt Screed.....	\$ 10.50	
Asphalt/Aggregate Spreader..	\$ 10.11	
Backhoe/Excavator.....	\$ 10.96	
Bobcat/Skid Loader.....	\$ 10.33	
Broom Sweeper.....	\$ 8.70	
Bulldozer.....	\$ 11.87	
Concrete Saw.....	\$ 12.46	
Crane.....	\$ 13.63	

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Front End Loader.....	\$ 9.62
Grade Checker.....	\$ 9.00
Mechanic.....	\$ 13.67
Milling/Cold Planing Machine including rotomill and CMI cutter.....	\$ 11.65
Motor Grader/Blade.....	\$ 11.23
MTV/Shuttlebuggy.....	\$ 10.14
Oiler.....	\$ 10.20
Post Driver including guardrails.....	\$ 12.21
Roller.....	\$ 9.68
Scraper.....	\$ 10.93
Stabilizer.....	\$ 9.85
Trackhoe.....	\$ 11.92
Tractor.....	\$ 9.49
Truck drivers	
Dump (all types).....	\$ 8.56
Flatbed.....	\$ 9.86
Lowboy.....	\$ 11.02
Pickup including paint truck	\$ 9.30
Tack.....	\$ 9.61
Trailer.....	\$ 10.00
Water.....	\$ 9.27

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

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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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

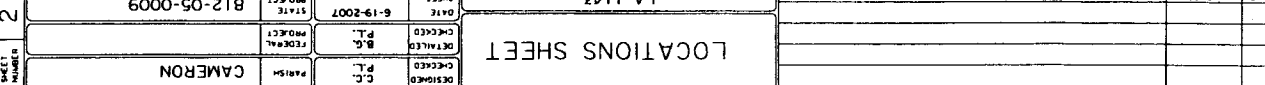
4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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## GENERAL NOTES

## I. PROJECT LIMITS:

THIS PROJECT IS LOCATED IN CAMERON PARISH ON ROUTE LA 1143.

## II. SCOPE OF PROJECT:

THE SCOPE OF WORK ON THIS PROJECT INCLUDES THE CLEANING OF THE ROADSIDE DRAINAGE DITCHES, SIDE DRAIN CULVERTS, AND CROSS DRAIN CULVERTS, AND THE GRADING OF THE ROADSIDE DITCHES TO MATCH THE EXISTING CULVERT FLOW LINES.

### III. CONSTRUCTION NOTES:

**A. GENERAL:**

1. REFER TO THE SPECIAL PROVISIONS ATTACHED IN THE CONTRACT FOR DETAILS ON ITEM 740-01 CONSTRUCTION LAYOUT.
2. CLEANED DITCH BOTTOMS SHALL MATCH THE FLOW LINE OF EXISTING SIDE AND CROSS DRAIN CULVERTS.
3. THE SIDE AND CROSS DRAIN CULVERTS SHALL BE CLEANED BY APPROVED METHODS THAT WILL NOT CAUSE DAMAGE.
4. ANY PIPE DAMAGE CAUSED BY THE CONTRACTOR'S OPERATION SHALL BE SATISFACTORILY REPAIRED AT NO DIRECT PAY.
5. EQUIPMENT AND TEMPORARY PORTABLE SIGNS FOR WORK SHALL BE REMOVED FROM THE ROADWAY AT NIGHT.
6. WORK SHALL BE ALLOWED DURING DAYLIGHT HOURS WITHIN CURFEWS ESTABLISHED BY AUTHORITIES.
7. THE CONTRACTOR SHALL DISPOSE OF ALL EXCAVATED MATERIAL, INCLUDING DEBRIS AND OBSTRUCTIONS, FROM THE DOTD R/W.
8. THE CONTRACTOR SHALL CONTACT LOUISIANA ONE CALL BEFORE EXCAVATION BEGINS AND CONDUCT THE WORK IN A MANNER THAT WILL NOT DISRUPT EXISTING UTILITIES, INCLUDING SEWER OUTFALL PIPES.
9. THE COST OF DEWATERING, IF NECESSARY, TO CLEAN PIPES SHALL BE INCLUDED IN THE PRICE FOR ITEM 701-14 CLEANING EXISTING PIPES.
10. INTERSECTING DITCHES MAY BE CLEANED TO THE APPARENT R/W AT THE DISCRETION OF THE PROJECT ENGINEER.
  1. THE REMOVAL OF OLD FENCE AND DEBRIS SHALL BE INCLUDED IN ITEM S-001 CLEANING EXISTING DITCHES.
  2. ALL WORK INCLUDING DISPOSAL OF EXCAVATED DEBRIS AND HAZARDOUS WASTE SHALL COMPLY WITH SUBSECTION 107.01 OF THE LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES 2006 EDITION.
  3. REFER TO SECTION 202 OF THE LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES 2006 EDITION FOR THE HANDLING OF HAZARDOUS WASTE.

[illegible]

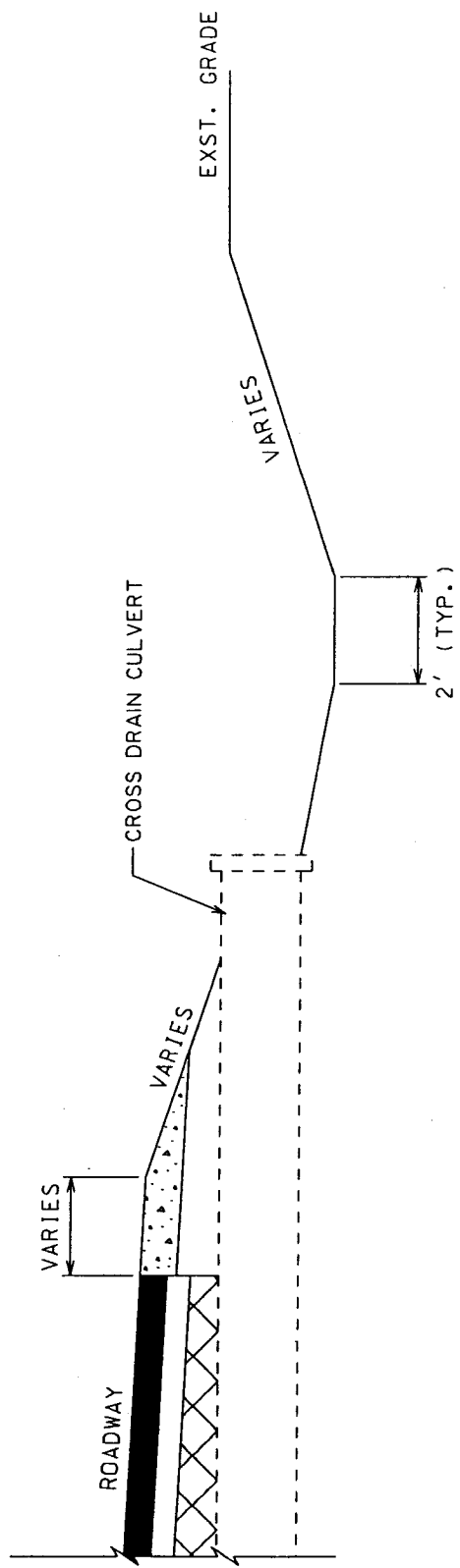




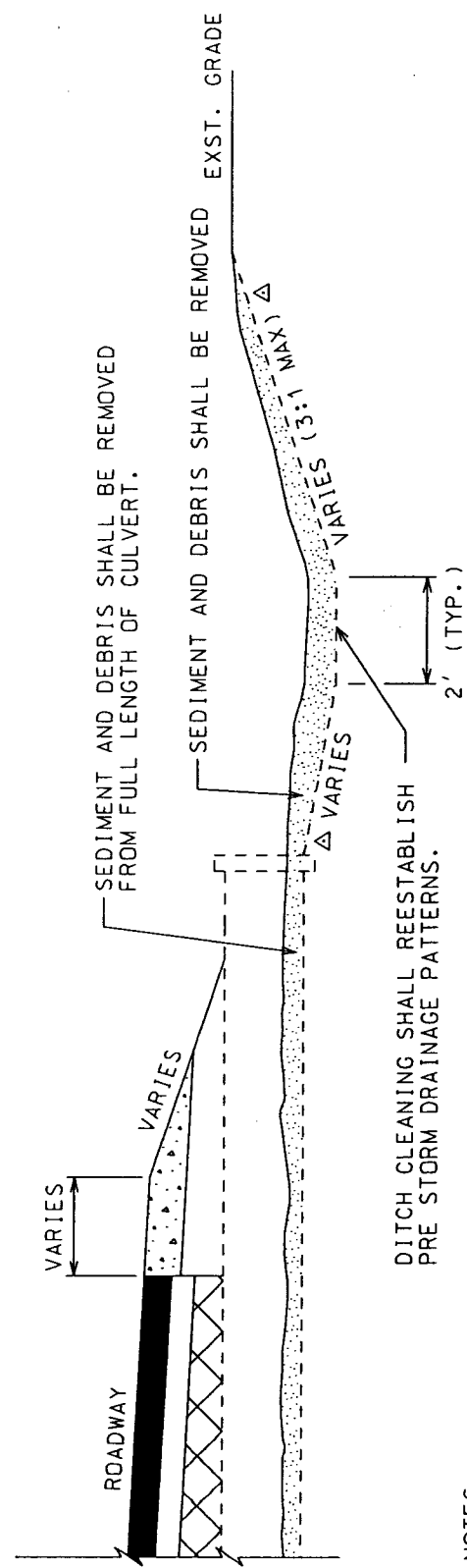
NO.	DATE	REVISION DESCRIPTION	BY
1			
2			
3			
4			
5			
6			

DESIGNER	C.C. CAMERON	CHECKED	P.L.	DATE	10-30-2006	SHEET	6
PROJECT	LA 1143	CHECKED	P.L.	DATE	10-30-2006	SHEET	6
PROJECT	LA 1143	CHECKED	P.L.	DATE	10-30-2006	SHEET	6
PROJECT	LA 1143	CHECKED	P.L.	DATE	10-30-2006	SHEET	6

# PRE-STORM



# POST-STORM (EXISTING)



## NOTES:

1. THE CROSS DRAIN CULVERT SHALL BE CLEANED BY APPROVED METHODS THAT WILL NOT DAMAGE THE CULVERT.
  2. DITCH SLOPES SHALL MATCH THE FLOW LINES OF EXISTING SIDE AND CROSS DRAIN CULVERTS.
- △ SLOPES MAY BE ADJUSTED TO FACILITATE DRAINAGE WHEN APPROVED BY P.E.

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701-14 : CLEANING EXISTING PIPES						
LINE ITEM	LOG MILE	TYPE	SIDE	CROSS DRAIN	DIAMETER (INCHES)	LENGTH (FEET)
1	0.102	METAL	LEFT		18	35
2	0.116	RCP	RIGHT		18	23
3	0.125	RCP	RIGHT		18	16
4	0.142	RCP	RIGHT		24	18
5	0.165	RCP	LEFT		18	24
6	0.178	METAL	LEFT		20	64
7	0.192	RCP	LEFT		18	115
8	0.234	RCP	LEFT		15	30
9	0.243	CMPA	—	CROSS DRAIN	36 X 22	40
10	0.273	METAL	LEFT		30	38
11	0.306	CMP	RIGHT		24	41
12	0.324	CMP	RIGHT		24	41
13	0.355	CMP	RIGHT		24	24
14	0.409	CMP	RIGHT		24	44
15	0.485	RCP	RIGHT		18	33
16	0.499	CMP	—	CROSS DRAIN	18	36
17	0.519	RCP	LEFT		15	16
18	0.539	RCP	RIGHT		18	23
19	0.559	EAST RCP, WEST CMP	RIGHT		18	22
20	0.573	RCP	RIGHT		18	29
21	0.573	METAL	LEFT		19	35
22	0.586	RCP	LEFT		18	33
23	0.622	RCP	RIGHT		18	19
24	0.639	RCP	LEFT		18	29
25	0.682	RCP	LEFT		18	40
26	0.725		LEFT		15	25
27	0.732	CMP	RIGHT		30	70
28	0.751	CMP	LEFT		18	20
29	0.760	RCP	LEFT		18	35
30	0.861	RCP	RIGHT		18	33
31	0.871	RCP	LEFT		18	30
32	0.900	CMP	LEFT		24	24
33	0.957	METAL	RIGHT		19	32
34	0.990	RCP	RIGHT		18	33
35	1.033	RCP	LEFT		18	35
36	1.046	RCP	RIGHT		24	53
37	1.059		—	COMPLETELY SILTED		38
38	1.072	RCP	LEFT		18	21
39	1.076	RCP	RIGHT		18	33
40	1.078	CMP	LEFT		18	21
41	1.113	CMP	—	CROSS DRAIN	15	33
42	1.114	EAST RCP, WEST CMP	RIGHT		18	26
43	1.147	CMP	RIGHT		18	35
44	1.158	RCP	LEFT		18	33
45	1.236	CMPA	—	CROSS DRAIN	29 X 18	36
46	1.246	METAL	RIGHT		15	46
47	1.277	RCP	LEFT		24	45
48	1.317	CMP	LEFT		18	20
49	1.369	CMP	LEFT		18	20
50	1.377	METAL	RIGHT		15	10
					SHEET TOTAL	1675
					CUMULATIVE TOTAL	1675

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NO.	DATE	REVISION DESCRIPTION	BY

DESIGNED C.C.	CHECKED P.L.	DATE 01-05-2007	SHEET 1 OF 7
PARISH	PROJECT	STATE	B12-05-0009
CAMERON			

SHEET NUMBER	7
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SUMMARY SHEET CLEANING EXISTING PIPES	
LA 1143	



## 701-14 : CLEANING EXISTING PIPES

[illegible]

FOR INFORMATION ONLY

701-14 : CLEANING EXISTING PIPES						
LINE ITEM	LOG MILE	TYPE	SIDE	CROSS DRAIN	DIAMETER (INCHES)	LENGTH (FEET)
103	2.717	CMP	RIGHT		24	26
104	2.731	CMP	RIGHT		22	25
105	2.864	CMP	—	CROSS DRAIN	24	35
106	2.865	CMP	—	CROSS DRAIN	24	35
107	2.866	CMP	—	CROSS DRAIN	24	35
108	2.842	CMP	LEFT		22	29
109	2.851	EAST METAL, WEST CMP	LEFT		22	27
110	2.962	CMP	LEFT		22	52
111	2.972	CMP	RIGHT		22	24
112	3.018	EAST CMP, WEST CPP	LEFT		E 22, W 24	38
113	3.054	CMP	—	CROSS DRAIN	24	36
114	3.063	CMP	LEFT		24	46
115	3.076	CMP	LEFT		22	26
116	3.109	CMP	LEFT		22	26
117	3.130	CMP	LEFT		22	40
118	3.130	CMP	RIGHT		22	26
119	3.150	CMP	LEFT		22	25
120	3.168	CMP	—	CROSS DRAIN	22	34
121	3.172	CMP	LEFT		22	48
122	3.180	CMP	RIGHT		22	26
123	3.185	CMP	LEFT		22	25
124	3.184	CMP	RIGHT		24	30
125	3.195	CMP	LEFT		22	25
126	3.256	CMP	LEFT		24	24
127	3.290	CMP	LEFT		22	26
128	3.299	CMP	LEFT		22	56
129	3.318	CMP	RIGHT		22	26
130	3.319	CMP	LEFT		22	25
131	3.332	CMP	LEFT		22	25
132	3.357	CMP	LEFT		22	24
133	3.384	CMP	LEFT		24	26
134	3.407	RCP	—	CROSS DRAIN	18	33
135	3.434	CMP	RIGHT		24	40
136	3.447	CMP	LEFT		22	82
137	3.489	CMP	LEFT		22	26
138	3.492	CMP	RIGHT		22	26
139	3.498	CMP	LEFT		22	26
140	3.527	CMP	LEFT		24	26
141	3.535	CMP	LEFT		22	26
142	3.580	CMP	RIGHT		22	26
143	3.668	CMP	RIGHT		22	41
144	3.723	CMPA	—	CROSS DRAIN	30 X 24	36
145	3.830	CMP	LEFT		22	26
146	3.869	CMP	LEFT		18	24
147	3.935	CMP	RIGHT		30	27
148	3.967	CMP	RIGHT		30	25
149	4.030	RCP	RIGHT		30	28
150	4.045	CMP	RIGHT		30	26
151	4.147	CMP	RIGHT		30	26
					SHEET TOTAL	1541
					CUMULATIVE TOTAL	4891

NO.	DATE	REVISION DESCRIPTION	BY	LA 1143	SHEET 3 OF 7	PROJECT 01-05-2007	STATUS 012-05-0009
				SUMMARY SHEET CLEANING EXISTING PIPES	DESIGNED C.C.	DRAWN CAMERON	
					CHECKED P.L.		
					DETAILED C.C.	FORMAL PROJECT	
					CHECKED P.L.		

NO.	DATE	REVISION DESCRIPTION	BY

DESIGNED C.C.	CHECKED P.L.	DATE 01-05-2007	SHEET 4 OF 7	STATE B12-05-0009
DESIGNED C.C.	CHECKED P.L.	DATE 01-05-2007	SHEET 4 OF 7	STATE B12-05-0009
DESIGNED C.C.	CHECKED P.L.	DATE 01-05-2007	SHEET 4 OF 7	STATE B12-05-0009
DESIGNED C.C.	CHECKED P.L.	DATE 01-05-2007	SHEET 4 OF 7	STATE B12-05-0009

PROJECT LA 1143	SHEET 4 OF 7	STATE B12-05-0009
PROJECT LA 1143	SHEET 4 OF 7	STATE B12-05-0009
PROJECT LA 1143	SHEET 4 OF 7	STATE B12-05-0009

701-14 : CLEANING EXISTING PIPES						
LINE ITEM	LOG MILE	TYPE	SIDE	CROSS DRAIN	DIAMETER (INCHES)	LENGTH (FEET)
152	4.219	CMP	RIGHT		36	24
153	4.245	CMP	RIGHT		30	24
154	4.259	CMP	RIGHT		30	26
155	4.386	CMP	RIGHT		30	26
156	4.419	CMP	RIGHT		30	26
157	4.443	CMP	RIGHT		30	25
158	4.526	CMP	RIGHT		30	25
159	4.585	CMP	RIGHT		30	26
160	4.647	CMP	RIGHT	CROSS DRAIN	30	44
161	4.651	CMP	RIGHT		30	25
162	4.661	CMP	RIGHT		30	65
163	4.688	CMP	RIGHT		30	27
164	4.716	CMP	RIGHT		30	26
165	4.756	CMP	RIGHT		36	29
166	4.808	CMP	RIGHT		30	34
167	4.862	CMP	RIGHT		30	25
168	4.875	CMP	RIGHT		30	25
169	4.912	CMP	RIGHT		30	40
170	5.035	CMP	RIGHT		30	25
171	5.111	CMP	RIGHT		30	42
172	5.124	CMP	RIGHT		30	26
173	5.147	CMP	RIGHT		30	26
174	5.163	CMP	RIGHT		30	26
175	5.204	CMP	RIGHT		30	26
176	5.235	CMP	RIGHT	NORTH END UNRAVELED	24	36
177	5.240	CMP	RIGHT		30	26
178	5.278	CMP	RIGHT		30	26
179	5.306	CMP	RIGHT		30	26
180	5.322	CMP	RIGHT		30	26
181	5.452	CMP	RIGHT		30	26
182	5.693	CMP	RIGHT		30	26
183	5.688	CMP	RIGHT	CROSS DRAIN	24	36
184	5.924	CMP	RIGHT		30	26
185	5.956	CMP	RIGHT		30	25
186	6.174	CMP	RIGHT		30	26
187	6.221	CMP	RIGHT		30	26
188	6.398	CMP	RIGHT		30	25
189	6.403	RCP	RIGHT	WATERLINE IN PIPE	18	33
190	6.411	CMP	RIGHT		30	26
191	6.431	CMP	RIGHT		30	26
192	6.527	CMP	RIGHT		30	50
193	6.546	CMP	RIGHT		30	26
194	6.614	CMP	RIGHT		30	28
195	6.661	CMP	RIGHT		30	25
196	6.721	CMP	RIGHT		30	30
197	6.753	RCP	RIGHT		30	21
198	6.850	CMP	RIGHT		30	30
199	6.888	CMP	RIGHT		30	22
200	6.951	CMP	RIGHT		30	26
201	7.048	CMP	RIGHT		42	48
202	7.127	CMP	RIGHT		30	25
203	7.148	BEGIN BRIDGE	RIGHT		30	25
204	7.159	END BRIDGE	RIGHT		30	25
205	7.160	CMP	RIGHT		30	25
					SHEET TOTAL	1505
					CUMULATIVE TOTAL	6396

FOR INFORMATION ONLY

H-11

FOR INFORMATION ONLY

S-001: CLEANING EXISTING DITCHES					
Control Section No.	Beg CSLM	End CSLM	SIDE TO CLEAN	CLEANING LENGTH (MILE)	CLEANING LENGTH (FT)
812-05	0.10	3.90	LT & RT	7.60	40,128
	3.90	7.20	RT	3.30	17,424
TOTAL					57,552

[illegible]

NO.	DATE	REVISION DESCRIPTION	BY

DESIGNED	C.C.	CHECKED	P.L.
DETAILS	C.C.	CHECKED	P.L.
DATE	01-05-2007	SHEET	5 OF 7
PROJECT	812-05-0009	STATE	MISSISSIPPI
PROJECT	812-05-0009	PARISH	CAMERON

LA 1143 OUTFALL LOCATIONS	
CSLM	DESCRIPTION
0.000	Flows from East to Creole Canal
0.245	Flows North
1.500	Flows North (Location of Creole Public Dumpsite)
3.160	Flows South
7.150	Flows from West to East toward Drainage Canal

FOR INFORMATION ONLY

DATED 06/19/07 14:08:44

SUMMARY OF ESTIMATED QUANTITIES				
ITEM NO.	ITEM	UNIT	QUANTITY S.P. NO. 812-05-0009	TOTAL QUANTITY
701-14	CLEANING EXISTING PIPES	LNFT	6,396	
713-01	TEMPORARY SIGNS & BARRICADES	LUMP	LUMP	
727-01	MOBILIZATION	LUMP	LUMP	
740-01	CONSTRUCTION LAYOUT	LUMP	LUMP	
S-001	CLEANING EXISTING DITCHES	LNFT	57,552	

STATE PROJECT	PARISH	SHEET NO.
812-05-0009	CAMERON	73

STATE PROJECT 812-05-0009	PARISH CAMERON	SHEET NO. 13
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FOR INFORMATION ONLY











**RE-ADVERTISEMENT**

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



**CONSTRUCTION PROPOSAL  
RETURNABLES  
FOR**

**STATE PROJECT NO. 812-05-0009  
LA 1143 DITCH CLEANING (RITA)  
LA 1143  
CAMERON PARISH**

**FOR INFORMATION ONLY**

## BID BOND

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

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

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

The condition of this obligation is such that, whereas the Principal has submitted a bid to the Department on a contract for the construction of **STATE PROJECT NO. 812-05-0009, LA 1143 DITCH CLEANING (RITA), located in CAMERON PARISH, ROUTE LA 1143**, 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)	If a Joint Venture, Second Partner
By _____	By _____
Authorized Officer-Owner-Partner	Authorized Officer-Owner-Partner
_____ Typed or Printed Name	_____ Typed or Printed Name

_____ Surety	
By _____	(Seal)
Agent or Attorney-in-Fact	
_____ Typed or Printed Name	

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

_____ Bonding Agency or Company Name	_____ Address
_____ Agent or Representative	_____ Phone Number / Fax Number

07/07  
Form CS-2A  
FOR INFORMATION ONLY

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
SCHEDULE OF ITEMS

LEAD PROJECT: 812-05-0009  
OTHER PROJECTS:

DATE: 02/14/08 08:34 PAGE: 1

ITEM NUMBER	APPROXIMATE QUANTITY	UNIT OF MEASURE	PAY ITEM UNIT PRICE (IN WORDS, INK OR TYPED)
701-14	6,396	LINEAR FOOT	CLEANING EXISTING PIPES DOLLARS CENTS
713-01	LUMP	LUMP SUM	TEMPORARY SIGNS & BARRICADES DOLLARS CENTS
727-01	LUMP	LUMP SUM	MOBILIZATION DOLLARS CENTS
740-01	LUMP	LUMP SUM	CONSTRUCTION LAYOUT DOLLARS CENTS
S-001	57,552	LINEAR FOOT	CLEANING EXISTING DITCHES DOLLARS CENTS

FOR INFORMATION ONLY

# CONSTRUCTION PROPOSAL SIGNATURE AND EXECUTION FORM

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

STATE PROJECT NO.

812-05-0009

FEDERAL AID PROJECT NO(S).

NAME OF PROJECT

LA 1143 DITCH CLEANING (RITA)

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.

FOR INFORMATION ONLY

STATE PROJECT NO.

**812-05-0009**

## **BIDDER SIGNATURE REQUIREMENTS** (APPLICABLE TO ALL PROJECTS)

THIS BID FOR THE CAPTIONED PROJECT IS SUBMITTED BY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CS-14AA  
08/06

**FOR INFORMATION ONLY**