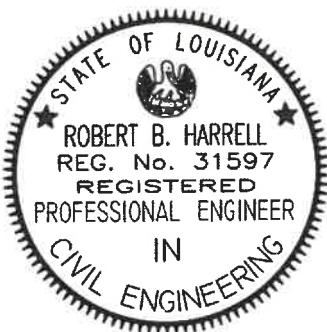


SPECIFICATIONS AND
CONTRACT DOCUMENTS FOR
CITY OF BASTROP
SEWER TREATMENT PLANT REPAIRS
PROJECT NO. 1203975

DATE: AUGUST, 2025



RB Har
ROBERT B. HARRELL, P.E.

01-08-26

PREPARED BY

VOLKERT

VOLKERT, INC.
MONROE, LOUISIANA
(318) 388-1422

SPECIFICATIONS & CONTRACT DOCUMENTS

FOR

**CITY OF BASTROP
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ADVERTISEMENT FOR BIDS

**City of Bastrop
c/o Volkert, Inc.
114 Venable Lane
Monroe, LA 71203**

Separate sealed BIDS for the **Sewer Treatment Plant Repairs**, will be received by the Owner, **City of Bastrop, c/o, Volkert, Inc.** located at **114 Venable Lane, Monroe, LA 71203**, until **2:00 PM** (local time), on **February 3, 2026**, and then at said office publicly opened and read aloud.

The CONTRACT DOCUMENTS, consisting of Advertisement for Bids, Information for Bidders, BID, BID BOND, AGREEMENT, GENERAL CONDITIONS, Payment Bond, Performance Bond, DRAWINGS, SPECIFICATIONS, and ADDENDA, may be examined at the following location:

Volkert Inc.
114 Venable Lane
Monroe, Louisiana 71203

Copies of the CONTRACT DOCUMENTS must be obtained at the office of Volkert, Inc., located at 114 Venable Lane, Monroe, Louisiana, upon payment of \$50.00 deposit for each paper set or request a link for an electronic set of plans and specs in PDF format. **Please mail all requests and deposits for plans to our mailing address, 114 Venable Lane, Monroe, Louisiana 71203.**

Deposits on the first set of documents furnished bona fide prime bidders shall be fully refunded upon return of the documents no later than 10 days after receipt of bids. On other sets of documents furnished to bidders, the deposit less the actual cost of reproduction, shall be refunded upon return of the documents no later than ten days after receipt of bids.

The Owner reserves the right to reject any and all bids received for just cause per State Public Bid Law.

January 2, 2026
Date

/s/
Honorable Mark Moore, Sr., Mayor

Ad to Appear:

January 8, 2026
January 15, 2026
January 22, 2026
January 29, 2026

INFORMATION FOR BIDDERS

BIDS will be received by the **CITY OF BASTROP**, (herein called the "OWNER"), until the time and at the location specified in the Advertisement for Bids, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to the **CITY OF BASTROP, C/O VOLKERT, INC., 114 VENABLE LANE, MONROE, LA 71203**. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **SEWER TREATMENT PLANT IMPROVEMENTS**, and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable, and the name of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER, **CITY OF BASTROP, C/O VOLKERT, INC., 114 VENABLE LANE, MONROE, LA 71203**.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER reserves the right to reject any and all BIDS received for just cause per State Public Bid Law. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 45 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

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

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

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

Each BID must be accompanied by a BID bond payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND, payment BOND, Attestations Affidavit, Felony Conviction/E-Verify Affidavit and the Non Collusion Declaration within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of the acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within **30** days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the **30** day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

After opening of the bids, THE OWNER may make such investigations as deemed necessary to determine if the bidder is a “responsible bidder” as defined in R.S. 2216 C(2)(a). A “Responsible bidder” shall mean a contractor or subcontractor who has an established business and who has demonstrated the capability to provide goods and services in accordance with the terms of the contract, plan, and specifications without excessive delays, extensions, cost overruns, or changes for which the contractor or subcontractor was held to be responsible, and who does not have a documented record of past projects resulting in arbitration or litigation in which such contractor or subcontractor was found to be at fault.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

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

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the GENERAL CONDITIONS.

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

Preparation of Bid: Each bid must be submitted on the prescribed form and accompanied by a Corporate Resolution authorizing a representative of the corporation to sign the bid, if the bidder is a corporation. All blank spaces for bid prices must be filled in, in ink or typewritten, in figures, and the foregoing certification must be fully completed and executed when submitted. Each bid must acknowledge of any addenda issued, must include a bid bond in the correct amount along with the appropriate power of attorney and include a corporate resolution. The checklist following the Information for Bidders will be used at the time of bid opening and any bid not having the forms listed will be rejected.

BIDDERS CHECK SHEET

BIDDERS ARE URGED TO USE THIS CHECK SHEET TO AVOID HAVING THEIR BID DISQUALIFIED. THE FOLLOWING ARE THE VARIOUS ITEMS WHICH MUST BE SUBMITTED IN ORDER TO HAVE A QUALIFIED BID.

- [] 1. Form of the Bid complete and signed on the prescribed form.
- [] 2. 5% Bid Bond in the unit amount of the bid.
- [] 3. Acknowledgment of receipt of Addendum issued, if any.
- [] 4. A Corporate Resolution or written evidence of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

PLEASE USE THIS CHECK LIST -- WE WANT AND NEED YOUR BID!

SPECIAL / SUPPLEMENTARY CONDITIONS

REQUIRED CLAUSES FOR CONTRACT DOCUMENTS

REQUIRED CLAUSES FOR CONTRACT DOCUMENTS

I. EQUAL OPPORTUNITY CLAUSE: 40 CFR PART 8.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this equal opportunity clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under this equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractors noncompliance with the equal opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. HISTORICAL PRESERVATION CLAUSE: 36 CFR PART 800.

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

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

III. ENDANGERED SPECIES CLAUSE: ENDANGERED SPECIES ACT OF 1973, AS AMENDED

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

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

IV. PRESIDENTIAL EXECUTIVE ORDERS

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

- (1) 11625, 12138, and 12432 - Women's and Minority Business Enterprise;
- (2) 12549 - Debarment and Suspension
- (3) 11246 - Equal Employment Opportunity.

V. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Recipients and subrecipients of EPA funded assistance agreements must comply with regulations at [2 CFR 200.216](#), *Prohibition on certain telecommunication and video surveillance services or equipment*, implementing section 889 of [Public Law 115-232](#). The regulation prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the [System for Award Management](#) (<https://sam.gov/SAM/>) exclusion list.

As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.

- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

VI. USE OF AMERICAN IRON AND STEEL

The following text must be included the bidding documents:

“In accordance with Section 608 of the Clean Water Act as amended by the Water Resources Reform and Development Act of 2014, the contractor agrees that all of the iron and steel products used in the performance of the contract will be produced in the United States.”

(a) **Definitions.** As used in this award term and condition—

- (1) “**iron and steel products**” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (2) **Steel** means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) **Domestic preference.**

- (1) This award term and condition implements -the Water Resources Reform and Development Act of 2014 (WRRDA) by requiring that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (b)(2) and (b)(3) of this section and condition.
- (2) This requirement does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to January 17, 2014.
- (3) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that:—
 - (i) applying the requirement would be inconsistent with the public interest;
 - (ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) **Request for a Waiver under (b)(3)**

- (1) Any recipient request to use foreign iron or steel products in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—
 - (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Cost;
 - (E) Time of delivery or availability;
 - (F) Location of the project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(3) of this section.
- (2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.
- (3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with the -FY 2015 Water Resource Reform and Development Act.

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

For additional information including published waivers, please see the EPA website:
http://water.epa.gov/grants_funding/aisrequirement.cfm

VII. DAVIS BACON AND RELATED ACTS

The bidding documents must include the current U.S. Department of Labor wage rates for the project. Wage rates may be downloaded from <https://beta.sam.gov/> and clicking on “Search Wage Determinations” under the “What Can I Do Here?” subsection. Search for the appropriate Wage Determination for your project and include it in the specifications when you advertise for bids. Recheck the Wage Determination ten days before bid opening, and if it has been revised, the revised version must be issued to bidders as an addendum.

Some consulting engineers have staff members that are capable of monitoring Davis-Bacon and Related Acts requirements, and others may not. There are administrative consultants that specialize in monitoring and managing contractor submittals and conformance with Davis-Bacon and Related Acts requirements. An administrative consultant engaged for this purpose is considered an eligible project cost.

The following text must be included in the bidding documents:

Wage Rate Requirements Under The Clean Water Act, Section 513

Preamble

With respect to the Clean Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides sub grants or loans to eligible entities within the State. Typically, the sub recipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the sub recipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Water Resources Reform and Development Act of 2014 (WRRDA) For Sub recipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the Water Resources Reform and Development Act of 2014 (WRRDA) - with respect to State recipients and sub recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact EPA's Julie Milazzo at Milazzo.Julie@epa.gov or 415-972-3687 for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the Water Resources Reform and Development Act of 2014 (WRRDA) -, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor <https://beta.sam.gov/> weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor <https://beta.sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from <https://beta.sam.gov/> into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any

increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or -FY 2014 Water Resource Reform and Development Act, the following clauses:

(1) Minimum wages.

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

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

Sub recipients may obtain wage determinations from the U.S. Department of Labor's website, www.dol.gov or from the following website: <https://beta.sam.gov/>.

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

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

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

(2) **Withholding.** The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any

subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/forms/index.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

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

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

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

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

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

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

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

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be

paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or sub contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$25 for each calendar day on which such

individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

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

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

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

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance

with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

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

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

II. Requirements Under The Water Resource Reform and Development Act of 2014 (WRDA) -) For Sub recipients That Are Not Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under -FY 2014 Water Resource Reform and Development Act with respect to sub recipients that are not governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient may contact EPA's Julie Milazzo at Milazzo.Julie@epa.gov or 415-972-3687 for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

Under these terms and conditions, the sub recipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2014 Water Resource Reform and Development Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients must obtain proposed wage determinations for specific localities at <https://beta.sam.gov/>. After the Sub recipient obtains its proposed wage determination, it must submit the wage determination to Scott Templett, P.E., Scott.Templett@La.Gov, and 225-219-3463, for approval

prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor <https://beta.sam.gov/> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor <https://beta.sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from <https://beta.sam.gov/> into the ordering instrument.

(d) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - or in accordance with guarantees of a Federal agency

or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2014 Water Resource Reform and Development Act -, the following clauses:

(1) Minimum wages.

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

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

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, <https://beta.sam.gov/>.

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

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

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

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

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

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

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

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

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must

be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by

the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

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

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

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

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

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

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

6. State Cybersecurity Condition

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

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

FEDERAL WAGE RATES

"General Decision Number: LA20260004 01/02/2026

Superseded General Decision Number: LA20250004

State: Louisiana

Construction Type: Heavy

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.

HEAVY CONSTRUCTION PROJECTS (includes water wells, water & sewer lines, and flood control; excludes elevated storage tanks)

Modification Number	Publication Date
0	01/02/2026

ELEC0130-007 12/02/2024

ASSUMPTION AND ST. MARY (Northeast of Atchafalaya River)
PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.00	16.03

ELEC0194-006 09/02/2025

BIENVILLE, CLAIBORNE, DE SOTO, NATCHITOCHES (Northeast of the Red River), and RED RIVER PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.85	15.58

ELEC0446-004 03/01/2025

CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MADISON, MOREHOUSE, RICHLAND, TENSAS, UNION, and WEST CARROLL PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 29.55	2%+13.77

ELEC0576-002 09/01/2025

AVOYELLES, CATAHOULA, CONCORDIA, EVANGELINE, GRANT, LA SALLE, NATCHITOCHES (Southwest of Red River), SABINE, VERNON, AND WINN PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.00	4.25%+10.75

ELEC0861-004 09/01/2024

ALLEN, BEAUREGARD, CAMERON, IBERIA, JEFFERSON DAVIS, ST. MARY (Southwest of Atchafalaya River), AND VERMILION PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 31.98	4.34%+13.75

ELEC0995-002 01/01/2025

EAST FELICIANA, IBERVILLE, POINTE COUPEE, ST. HELENA, AND WEST FELICIANA PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 29.47	13.50

ELEC1077-005 05/26/2025

TANGIPAHOA and WASHINGTON PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.35	3%+11.55

SULA2004-008 05/19/2004

	Rates	Fringes
CARPENTER (including formsetting/formbuilding).....	\$ 14.75	0.00

Laborers:

Common.....	\$ 7.60	0.00
Pipelayer.....	\$ 8.47	0.00

**PIPEFITTER (excluding
pipelaying).....** \$ 18.75 4.05

Power equipment operators:

Backhoe/Excavator.....	\$ 11.67	0.00
Boring Machine.....	\$ 10.25	0.00
Bulldozer.....	\$ 11.82	0.00
Crane.....	\$ 13.60	0.00
Dragline.....	\$ 13.12	0.00
Front End Loader.....	\$ 9.93	0.00
Mechanic.....	\$ 12.50	0.00
Trackhoe.....	\$ 11.99	0.00
Tractor.....	\$ 10.43	0.00
Water Well Driller.....	\$ 10.73	2.01

Truck drivers:

Dump.....	\$ 10.00	0.00
Water.....	\$ 8.00	0.00

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

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

Note: Executive Order 13658 generally applies to contracts

subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the

classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination.

The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION

"

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: City of Bastrop
C/O Volkert, Inc.
114 Venable Lane
Monroe, LA 71203
(Owner to provide name and address of owner)

BID FOR: Sewer Treatment Plant Repairs
Volkert Project No. 1203975

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

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

Volkert, Inc. and dated: August, 2025
(Owner to provide name of entity preparing bidding documents.)

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

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

Dollars (\$ _____)

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

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

N/A Dollars (\$ _____) N/A _____)

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

N/A Dollars (\$ _____) N/A _____)

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

N/A Dollars (\$ _____) N/A _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

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

BID FORM: PAGE 1 OF 2

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: City of Bastrop
C/O Volkert, Inc.
114 Venable Lane
Monroe, LA 71203
(Owner to provide name and address of owner)

BID FOR: Sewer Treatment Plant Repairs
Volkert Project No. 1203975
(Owner to provide name of project and other identifying information)

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

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>RBC #4 IMPROVEMENTS (COMPLETE-IN-PLACE)</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
1.	JOB	L.S.		
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>PUMP STATION NO. 1 IMPROVEMENTS (COMPLETE-IN-PLACE)</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
2.	JOB	L.S.		
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>PUMP STATION NO. 2 IMPROVEMENTS (COMPLETE-IN-PLACE)</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
3.	JOB	L.S.		
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>REMOVE AND REPLACE PUMP EFFLUENT GATE VALVE (IF NEEDED)</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
4.	1	EA.		
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>REMOVE AND REPLACE PUMP EFFLUENT CHECK VALVE (IF NEEDED)</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
5.	1	EA.		
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>PIPING MODIFICATIONS AS NECESSARY TO REMOVE AND REPLACE PUMPS (IF NEEDED)</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
6.	JOB	L.S.		
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>GRIT CLASSIFIER IMPROVEMENTS (COMPLETE-IN-PLACE)</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
7.	JOB	L.S.		
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>PRIMARY CLARIFIER NO. 1 IMPROVEMENTS (COMPLETE-IN-PLACE)</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
8.	JOB	L.S.		

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

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

BID FORM: PAGE 2 OF 2

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

as Principal, and

as Surety, are hereby held and firmly bound
unto the **CITY OF BASTROP**, as OWNER in the penal sum of

Dollars (\$_____), for the payment of which, well
and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2026.

The Condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF BASTROP**, a certain Bid attached hereto and hereby made a part hereof to enter into a contract in writing, for the CONSTRUCTION OF:

SEWER TREATMENT PLANT IMPROVEMENTS

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall be in all other respects perform the agreement created by the acceptance of said Bid,

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

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

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

(L. S.)

Principal

By _____
Surety

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for, and on behalf of said corporation by authority of this governing body.

(Corporate Seal)

Title: _____

CERTIFICATE AS TO SURETY

I, _____, certify that I am the _____, _____ of the Surety who signed the bond. I certify that we are licensed to do business in the State of Louisiana and are currently recognized by the U.S. Department of the Treasury as acceptable sureties.

Power of Attorney for person signing for surety company must be attached to bond.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2026, by and between the **CITY OF BASTROP**, hereinafter called "OWNER" and _____
_____ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of:

SEWER TREATMENT PLANT REPAIRS

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

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 180 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay as liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

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

Dollars (\$ _____).

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

- (A) Advertisement for Bids
- (B) Information for Bidders
- (C) BID
- (D) BID Bond
- (E) Agreement
- (F) General Conditions
- (G) Payment Bond
- (H) Performance Bond
- (I) Drawings prepared by VOLKERT, INC., dated **AUGUST, 2025**
- (J) SPECIFICATIONS prepared or issued by VOLKERT, INC., dated **AUGUST, 2025**
- (K) ADDENDA:

NO. _____, dated _____, 2026.

NO. _____, dated _____, 2026.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Specifications such amounts as required by the CONTRACT DOCUMENTS.

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

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) copies each of which shall be deemed an original on the date first above written.

OWNER:

CITY OF BASTROP

BY _____
NAME _____

TITLE _____

(SEAL)

ATTEST:

NAME _____

TITLE _____

WITNESS AS TO OWNER

CONTRACTOR:

BY _____

NAME _____

ADDRESS _____

(SEAL)

ATTEST:

(PLEASE PRINT)

WITNESS AS TO CONTRACTOR
*CORPORATE RESOLUTION REQUIRED

Agreement:

Page 3 of 3

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that _____, a _____, hereinafter called Principal and _____, hereinafter called Surety, are held and firmly bound unto the **CITY OF BASTROP**, hereinafter called OWNER in the total aggregate penal sum of _____ (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

SEWER TREATMENT PLANT REPAIRS

in accordance with drawings and specifications prepared by VOLKERT, INC., dated **AUGUST, 2025**.

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

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

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each of which shall be deemed an original, this the _____ day of _____, 2026.

ATTEST:

Principal

(Principal Secretary)

(SEAL)

BY _____

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

(Witness as to Surety)

BY _____
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners should execute BOND.

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: _____,

a _____, hereinafter called Principal and _____
_____, hereinafter called Surety, are held
and firmly bound unto the **CITY OF BASTROP**, hereinafter called OWNER, and unto all persons, firms,
and corporations who or which may furnish labor, or who furnish materials to perform as described under
the contract and to their successors and assigns in the total aggregate sum of
_____ (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain
contract with the OWNER, dated the _____ day of _____, 2026, a copy of which is hereto
attached and made a part hereof for the construction of:

SEWER TREATMENT PLANT REPAIRS

in accordance with drawings and specifications prepared by VOLKERT, INC., dated **AUGUST, 2025**.

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

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

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

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: the PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

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

WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each of which shall be deemed an original, this the _____ day of _____, 2026.

ATTEST:

(Principal Secretary)

Principal

(SEAL)

BY _____

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

Witness as to Surety

BY _____
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

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

Name of Project

Project No.

STATE OF _____

PARISH OF _____

ATTESTATIONS AFFIDAVIT

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

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

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

(a) Public bribery (R.S. 14:118)	(c) Extortion (R.S. 14:66)
(b) Corrupt influencing (R.S. 14:120)	(d) Money laundering (R.S. 14:230)

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

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

LA. R.S. 38:2212.10 Verification of Employees

A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.

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

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

Name of Project

Project No.

LA. R.S. 23:1726(B) Certification Regarding Unpaid Workers Compensation Insurance

- A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.
- B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

**SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER/AFFIANT**

Sworn to and subscribed before me by Affiant on the _____ day of _____, 20____.

Notary Public

FELONY CONVICTION/E-VERIFY AFFIDAVIT

By signing this document, the bidder hereby certifies, understands, and affirms that:

- 1.0 The bidder, partner, incorporator, director, manager, officer, organizer, or member who has a minimum of ten percent ownership **has not** been convicted of, or has not entered a plea of guilty, or nolo contendere to any of the state felony crimes or equivalent federal crimes (hereinafter referred to as "the crimes").
- 2.0 The conviction of the crimes listed below shall permanently bar any person or the bidding entity from bidding on public projects:
 - 2.1 Public Bribery (R.S. 14:118), Corrupt Influencing (R.S. 14:120), Extortion (R.S. 14:66), and Money Laundering (R.S. 14:230).
- 3.0 The conviction of the crimes listed below shall bar any person or the bidding entity from bidding on public projects for a period of five years:
 - 3.1 Theft (R.S. 14:67), Identity Theft (R.S. 14:67.16), Theft of a Business Record (R.S. 14:67.20), False Accounting (R.S. 14:70), Issuing Worthless Checks (R.S. 14:71), Bank Fraud (R.S. 14:71.1), Forgery (R.S. 14:72), Contractors; Misapplication of Payments (R.S. 14:202), Malfeasance in Office (R.S. 14:134).
- 4.0 If evidence is submitted substantiating that a false attestation has been made and the project must be re-advertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the cost of rebidding, additional costs due to increased cost of bids and any and all delay costs due to the rebid or cancellation of the contract.
- 5.0 **By signing this document in accordance with La. R.S. 38:2212.10, the company on the above project, does hereby attest that:**
 - 5.1 The private employer is registered and participates in a status verification system (E-Verify) to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
 - 5.2 The private employer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
 - 5.3 The private employer shall require all subcontractors to submit to the employer a sworn affidavit verifying compliance with Paragraphs (5.1) and (5.2) of this subsection.

And, executes this document as:

Company Name: _____

Address: _____

Phone Number: _____ FAX Number: _____

By: _____
Signature of Authorized Owner or Representative Title Date

Print Name: _____ E-Mail Address: _____

NON COLLUSION DECLARATION

A sworn statement shall be submitted in the form of an affidavit as indicated below, executed and sworn to by the bidder before persons authorized by laws of the State to administer oaths.

Affidavit

Project No. _____

Name of Project: _____

Parish: _____ (an individual)
_____ (a partnership)
_____ (a corporation)

certify that:

(1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant, and

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

(an individual)
(a partnership)
(a corporation)

Signed _____

By _____

Title _____

Parish or county _____

State of _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

My commission expires the _____ day of _____, 20_____.

Notary Public

GENERAL CONDITIONS

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1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

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

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

3. SCHEDULES, REPORTS AND RECORDS

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

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

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

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

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

4. DRAWINGS AND SPECIFICATIONS

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

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

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

5. SHOP DRAWINGS

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

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

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

6. MATERIALS, SERVICES AND FACILITIES

- 6.1** It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.
- 6.2** Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6.3** Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4** Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the OWNER.
- 6.5** Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

- 7.1** All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.
- 7.2** The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.
- 7.3** The CONTRACTOR shall provide at the CONTRACTOR'S expense the testing and inspection services required by the CONTRACT DOCUMENTS.
- 7.4** If the CONTRACT DOCUMENTS, laws ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the OWNER the required certificates of inspection, testing or approval.
- 7.5** Inspections, tests, or approvals by the OWNER or others shall not relieve the CONTRACTOR from the obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

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

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

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

8. SUBSTITUTIONS

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

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement or any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

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

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

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

11. PROTECTION OF WORK, PROPERTY, AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, will provide the necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or

equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the OWNER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

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

13. CHANGES IN THE WORK

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

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

14. CHANGE IN CONTRACT PRICE

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

- A.** Unit prices previously approved.
- B.** An agreed lump sum.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

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

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

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

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

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

16. CORRECTION OF WORK

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

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

17. SUBSURFACE CONDITIONS

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

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

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

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

18. SUSPENSION OF WORK, TERMINATION, AND DELAY

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

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

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

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

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

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

19. PAYMENT TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect the OWNER'S interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (25) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage. The Owner may withhold up to 10 percent of the contract price on projects of less than \$500,000 and 5 percent of the contract price on projects of \$500,000 or more until

the expiration of 45 days after the recordation of formal Notice of Substantial Completion, or notice of default by the Contractor or Subcontractor.

All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of material and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the contractor for any such payments made in good faith.

When the Contractor considers that the work, or a designated portion thereof is acceptable to the Owner, and is substantially complete, which is defined as "the construction is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the work or designated portion thereof for the use for which it was intended" the Contractor shall notify the Owner who shall arrange for a "Substantial Completion Inspection" to be attended by representatives of the Contractor, Engineer and the Owner.

Upon recommendation of the Engineer, the Owner shall issue a Notice of Substantial Completion which shall be executed by appropriate officials of the Contractor, Owner, and Engineer. The Certificate of Substantial Completion shall contain the date on which the project was or is to be accepted as Substantially Complete which shall be the date on which the one year warranty period shall begin.

A "Punch" list of "Exceptions" and the dollar value related thereto will be prepared by the Engineer and Owner, attached to the Certificate of Substantial Completion. A monetary value will be assigned to each item so that a "Special" retainage can be withheld in addition to the "Normal" retainage for exceptions to the Acceptance.

The Contractor shall record the Certificate in the Parish in which the work has been performed and shall furnish a clear lien certificate from the Clerk of Court of that Parish not less than forty-five (45) calendar days after the Certificate was recorded.

At the end of the forty-five (45) day lien period and upon presentation of a clear lien certificate, the Contractor shall be due any "Normal" retainages that have been held to this point.

Upon recommendation by the Engineer that the Contractor has satisfied, corrected or repaired all items on the "Punch List" the Contractor shall be due the "Special" retainage which has been retained against the "Punch List".

However, under no conditions shall the "Normal" retainage be due the Contractor until the expiration of the forty-five (45) day lien period and the submission of a clear lien certificate.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site. Stored materials may be processed for payment, but only with an attached certified invoice from the material supplier. Afterwards, the Contractor must provide proof that they have paid their material supplier within 60 days or the Contractor will be required to reimburse the Owner the full amount of the stored materials payment.

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

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

19.5 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon

the OWNER to either the CONTRACTOR, the CONTRACTOR'S Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

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

21. INSURANCE

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

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

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

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

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

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

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

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

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR. Insurance limit must be with an issuer licensed to do business in the State of Louisiana and the OWNER will be named as "Additional Insured" on the policy. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

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

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

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

Commercial General Liability:

- City of Bastrop needs to be named as Additional Insured and have Waiver of Subrogation
- Policy needs to be primary and non-contributory
- 30 day notice of cancellation in favor of City of Bastrop

Automobile:

- City of Bastrop needs to be named as Additional Insured and have Waiver of Subrogation
- 30 day NOC in favor of City of Bastrop

Workers Compensation:

- Waiver of Subrogation for City of Bastrop
- Alternate employer in name of City of Bastrop
- \$1M/\$1M/\$1M limits

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

22. CONTRACT SECURITY

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

acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

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

24. INDEMNIFICATION

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

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

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

25. SEPARATE CONTRACTS

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

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

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

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

26. SUBCONTRACTING

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

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

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

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

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

27. ENGINEER'S AUTHORITY

27.1 The ENGINEER shall act as the OWNER'S representative, furnishing construction supervision services as required to coordinate the Engineering design with Construction Contract Work. These duties shall not include Field Inspection services, which will be provided by the OWNER. The ENGINEER shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

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

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

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

28. LAND AND RIGHTS-OF-WAY

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

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

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

29. GUARANTEE

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of the damage of other parts of the

system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

30. ARBITRATION BY MUTUAL AGREEMENT

30.1 All claims, disputes, and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided by Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

30.2 Notice of the request for the arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and a copy shall be filed with the ENGINEER and OWNER. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31. TAXES

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

32. ENVIRONMENTAL REQUIREMENTS (Added 09-16-92, PN 191.)

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

32.1 WETLANDS

The CONTRACTOR, when disposing of excess, spoil, or other construction materials on public or private property, WILL NOT FILL IN or otherwise CONVERT WETLANDS.

32.2 FLOODPLAINS

The CONTRACTOR, when disposing of excess spoil or other construction materials on public or private property, WILL NOT FILL IN or otherwise CONVERT 100 YEAR FLOODPLAIN areas delineated on the latest FEMA Floodplain Maps.

32.3 HISTORIC PRESERVATION

Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the ENGINEER and a representative of the OWNER. Construction shall be temporarily halted pending the notification process and further directions issued by the OWNER after consultation with the State Historic Preservation Officer. (SHPO).

32.4 ENDANGERED SPECIES

The CONTRACTOR shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the CONTRACTOR, the CONTRACTOR will immediately report this evidence to the ENGINEER and a representative of the OWNER. Construction shall be temporarily halted pending the notification process and further directions issued by the OWNER after consultation with the U.S. Fish and Wildlife Service.

PART II – TECHNICAL SPECIFICATIONS

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SUMMARY OF WORK

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SECTION 0
SUMMARY OF WORK

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SECTION 0 - SUMMARY OF WORK

0-1 GENERAL

1. The work of this Contract is generally described in this section and further specified in following individual sections.
2. The Contractor shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, replacements and restoration required as a result of damages caused during this construction.
3. The Contractor shall furnish and install all materials which are reasonably and properly inferable and necessary for the proper completion of the Work, whether specifically indicated in the Contract Documents or not.
4. The Contractor shall comply with all municipal, county, state, federal, and other codes which are applicable to the proposed construction work.
5. Excavations shall not remain open overnight, without the permission of the Engineer.

0-2 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment, tools, services, supervision and incidentals required to complete the work as shown on the Drawings and specified herein.
- B. The Work includes, but is not necessarily limited to, the following:
 1. Proposed Repairs to the Bastrop Sewer Treatment Plant:
 - a. Remove and properly dispose of RBC # 4 motor & gear reducer and subsequently install new motor & gear reducer.
 - b. Remove and properly dispose of existing pumps and subsequently install new pumps in Pump Station #1 and #2.
 - c. Vacuum out grit classifier and properly dispose of waste.
 - d. Remove and properly dispose of Suspension Arm in Primary Clarifier No. 1 and subsequently install new Suspension Arm.
 - C. Any part or item of the Work which is reasonably implied or normally required to make each installation satisfactorily and completely operable shall be performed by the Contractor and the expense thereof shall be included in the applicable unit prices or lump sum prices bid for the various items of Work. It is the intent of the Contract Documents to provide the Owner with complete operable systems, subsystems, and

other items of Work. All miscellaneous appurtenances and other items or Work that are incidental to meeting the intent of these Contract Documents shall be considered as having been included in the applicable unit prices or lump sum prices bid for the various items of Work even though these appurtenances and items may not be specifically called for in the Specifications or shown on the Drawings.

- D. The Contractor shall comply with all City, State, Federal and other codes which are applicable to the proposed work.

0-3 WORK SEQUENCE

- A. Construct work in stages to accommodate the use of the premises during the construction period; coordinate the construction schedule and operations with the Engineer.

0-4 CONTRACTOR'S USE OF PREMISES

- A. Coordinate use of premises with the Owner.
- B. Contractor shall assume full responsibility for security of all materials and equipment stored on the site under this Contract, including those items salvaged and stored by contractor for later delivery to Owner.
- C. If directed by the Owner, move any stored items, which interfere with operations of Owner.
- D. Obtain and pay for use of additional storage or work areas if needed to perform the Work.

END OF SECTION

SECTION II

CONCRETE

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SECTION II

CONCRETE

II-1

GENERAL:

The Contractor shall provide all plant, labor, material, and equipment necessary for mixing, transporting, placing, finishing and curing all concrete including cutting, bending, placing all steel reinforcement as specified herein and as shown on the plans.

The mixing, placing, finishing and curing of any concrete shall be under the direct supervision of a foreman experienced in such work and the Engineer shall have the right to order the Contractor to discontinue any operations he considers not in accordance with good recognized practice.

Except as otherwise specified herein, all materials, equipment, operations, mixing, proportioning, conveying, placing, curing, finishing, or other materials or operations incidental to concrete work shall be in accordance with the current edition of "Building Code Requirements for Reinforced Concrete", ACI 318.

II-2

MATERIALS:

- (A) **Cement:** Cement shall be Portland Cement of American Manufacture, conforming to specification for Portland Cement, Types 1 and 3, ASTM C150.
- (B) **Fine Aggregates:** Fine aggregates shall conform to the standard specifications for Concrete Aggregates, ASTM C33. The aggregate shall consist of hard, durable, uncoated particles free from any foreign materials.
- (C) **Coarse Aggregates:** Coarse aggregates shall conform to the standard specifications for Concrete Aggregates, ASTM C33. The maximum size aggregate shall be three-quarters of an inch (3/4-inch).
- (D) **Water:** The water used for mixing and curing concrete shall be fresh, clean, and free from injurious amounts of oil, acid, alkali, salt, organic matter or other deleterious substances.
- (E) **Water Stops:** Water stops shall be of polyvinyl chloride (PVC) and shall be 6 inches wide with 3/16-inch web similar and equal to "Durajoint" as manufactured by Electronvent, Inc.

(F) Admixtures: The use of admixtures for the purpose of improving the workability, accelerating the "setting", lowering the water or cement requirement or for other reasons, except for air-entraining admixtures which are permitted, will be permitted only by written approval of the Engineer. Air-entraining admixtures shall conform to "Specification for Air-Entraining Admixtures for "Concrete" ASTM C260.

(G) Steel Reinforcement: Round Steel Bar Reinforcement shall conform to the requirement of ASTM A615, "Deformed Billet - Steel Bars for Concrete". Wire fabric shall meet requirements of ASTM A185 for "Welded Steel Wire Fabric for Concrete Reinforcement".

II-3

CLASSES OF CONCRETE:

Classes of concrete shall be as designated on the plans and each class shall meet the minimum compressive strengths as listed below:

<u>CLASS</u>	<u>28-DAY COMPRESSIVE STRENGTH</u>
Class A(M)	4,400 psi
Class A	3,800 psi
Class F	3,400 psi
Class M	3,000 psi
Grout	See Article II-15

All classes of concrete shall meet the applicable portions of this section.

II-4

PROPORTIONING OF CONCRETE:

All concrete shall be proportioned by a testing laboratory in accordance with the methods given in "Method of Making and Curing Test Specimens in the Laboratory," ASTM C192 or other approved means.

Each class of concrete will be proportioned to result in the minimum compressive strength as given in Article II-3 and shall have the minimum amount of water necessary to produce a plastic, workable mix that will enter into the corners and angles of the forms and voids to be filled and around the reinforcement by utilizing placing methods which are as specified herein and as is considered good practice.

II-5

BATCHING AND MIXING CONCRETE:

If the Contractor elects to batch and mix the concrete on the job site it shall be in a modern and dependable batch-type mixing plant which shall be approved by the Engineer. The plant shall be capable of combining the aggregate, cement, water and any admixtures into a uniform and homogenous mixture and of discharging this

mixture without segregation. Concrete shall be mixed only in quantities required for immediate use and any concrete not placed within 45 minutes after being discharged from the mixer shall not be used. Excessive overmixing, requiring additions of water to preserve the required consistency will not be permitted.

II-6

READY-MIX CONCRETE:

Ready-mixed concrete may be used; however, it shall conform to all requirements of these specifications.

Ready-mixed concrete shall conform to the Tentative Specifications for Ready-Mix Concrete, ASTM C94 or latest revision. Except as required in ASTM C94 the concrete shall comply fully with that mixed on the site as specified in Article II-5.

The Engineer shall have the right to inspect any and all operations and facilities of the producer of the Ready-Mixed concrete and to order the Contractor to discontinue receiving concrete from any producer or to reject any concrete that does not meet these specifications.

It is the Contractor's sole responsibility to insure himself that any Ready-Mixed concrete fully complies with these specifications.

II-7

CONVEYING:

Concrete shall be conveyed from the mixer to the forms as rapidly as practicable by any approved methods which will prevent segregation, loss of ingredients or other damage to the concrete.

II-8

PLACING:

All debris or other foreign matter shall be removed from the space to be occupied by the concrete prior to placing any of the concrete. All reinforcement, inserts, hangers, ties, anchor bolts or other embedded items shall be properly located prior to the beginning of concrete placement. All forms or other containing devices shall be properly wetted prior to concrete placing.

The concrete shall be placed in approximately horizontal layers and worked into the corners and angles and around all reinforcement and embedded items without permitting the materials to segregate. The concrete shall be consolidated with the aid of mechanical vibrating equipment supplemented by handspading and tapping.

Under no circumstances shall partially hardened concrete be deposited in the work.

The permissible depth of concrete placed in each lift will be as shown on the plans or as specified herein. The placement shall be carried on at such a rate that the formation of cold joints will not occur. Slabs will be placed in one lift unless otherwise indicated on the plans.

II-9

JOINTS:

Joints shall be placed as shown on the plans or as authorized by the Engineer.

Premolded joint filler shall meet the requirements of ASTM D-1751-65 "Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction" or latest revision thereof.

Horizontal construction joints shall be prepared to receive the next lift by brushing with a wire brush or spraying with a water jet to expose coarse aggregate and provide a roughened surface. The surface shall be thoroughly washed to remove all loose material, laitance, dirt, or other foreign material and shall be thoroughly wetted and kept wet until the next lift is poured.

II-10

PLACING CONCRETE IN INCLEMENT WEATHER:

No concrete shall be placed where the ambient temperature of the air is below thirty-five degrees (35E) F or below forty degrees (40E) and falling except by written approval of the Engineer. The Engineer shall have the right to require the Contractor to postpone any concreting where, in the opinion of the Engineer, threatening weather may adversely affect the quality of the concrete to be placed.

Concrete shall have a temperature not less than fifty degrees (50E) F for not less than seventy-two hours (72 hrs.) after placing or until it has thoroughly hardened. Methods used to heat or protect the concrete shall be subject to the approval of the Engineer.

The Contractor is responsible for the final product of all concreting operations and permission given by the Engineer to place concrete at any time does not relieve the Contractor of the responsibility of satisfactory results. Any concrete placed under such conditions and proving unsatisfactory shall be removed and replaced by concrete in accordance with these specifications without additional cost to the Owner.

II-11

CURING AND PROTECTION:

All concrete shall be protected from premature drying, harmful elements of the weather, or other adverse conditions for seven (7) days after placing. All concrete shall be cured by wetting, membrane curing, or other approved methods, for seven (7) days after placing.

II-12

FINISHING:

(A) General: All exposed concrete surfaces shall immediately, upon removal of forms, be freed of form marks, voids or holes left by removal of tie rods, or other deficiencies, by reaming all affected concrete and replacing with cement mortar composed of one part cement and two parts sand with the minimum amount of water consistent with good placement. Any structurally defective concrete shall be repaired by cutting out the unsatisfactory material and replacing with new concrete secured with keys, dovetails, anchors, etc.

All concrete surfaces to be exposed to view shall be cleaned of drip marks, discolorations, or other noticeable deficiencies, washed down and broomed so that the entire structure is left with a neat clean and uniform finish and color.

(B) Finishing Slabs, Etc.: The surface shall be brought to proper grade and cross-section by a screen guided by side forms. The surface shall then be finished with a wood float and then troweled smooth and finished with a fine hair push broom drawn over the surface transversely to produce a non-skid surface. Edges shall then be finished with an edging tool.

II-13

FURNISHING AND PLACING STEEL REINFORCEMENT:

(A) General: The Contractor shall furnish, cut, bend and accurately place all steel reinforcement including round bars and fabric. All reinforcement shall be free from rust, scale, oil, grease or other deleterious coatings before the concrete is placed. Reinforcement shall conform to the provisions of Article II-2(G). Except as provided herein, all reinforcement fabrication and placing shall be in accordance with the current edition of "Building Code Requirements for Reinforced Concrete - ACI 318."

(B) Cutting and Bending: Reinforcement may be either mill or field bent. All bars shall be bent cold, unless otherwise permitted by the Engineer. The minimum diameter of the bend as measured on the inside of the bar shall be as follows:

<u>BAR SIZE</u>	<u>MINIMUM DIAMETER OF BEND</u>
#3 - #8	6 bar Diameters
#9 - #11	8 bar Diameters
#14- #18	10 bar Diameters

(C) Splices in Reinforcement: Splicing of bars will be permitted only as shown on the plans unless approved by the Engineer. The lapped ends of bars may be securely wired together or separated to permit embedment of the entire surface of the bar. Lap splices shall not be used for bars larger than #11 where approved mechanical splices or welding will be required. All lap splices shall be lapped not less than 24 times the minimal diameter of the bar, but in no case less than 12 inches. All fabric reinforcement shall be spliced by lapping not less than 12 inches and securing the lapped ends together by wiring.

(D) Placing Reinforcement: All reinforcement shall be accurately placed as shown on the plans and shall be adequately secured to prevent displacement during concrete placement. Reinforcement shall be secured in place by approved metal, PVC, or concrete supports and spacers and ties.

Reinforcing steel shall be so placed as to have the following minimum clear concrete cover:

<u>TYPE MEMBER OR CONCRETE</u>	<u>COVER</u>
Cast against and permanently exposed to earth	3 inch
Exposed to earth and weather	2 inch
Not exposed to weather or in contact with ground.....	3/4-inch

II-14

FORMS AND FALSE WORK:

(A) Material: Forms shall be of wood, steel, masonite or other approval material. Falsework shall be of any structural material which has the structural strength to support the loads and the workability to produce the desire results.

(B) Forms: All form material shall be of good quality, free from loose knots, holes, dents or other irregularities.

All forms shall be true to line and grade, mortar tight and rigid to prevent objectionable deformation. The Contractor will be required to remove and replace any concrete that has bulged or sagged as a result of inadequate forms or other operations of the Contractor. All internal ties shall be so designed and spaced that, upon removal of the forms, the metal remaining in the concrete will be at least 2 inches back from the exposed surfaces. Holes left by the removal of the forms or ties shall be filled as specified in Article II-12.

Forms or form lumber to be re-used shall be maintained clean and in good condition so as not to warp, deteriorate or otherwise change properties which might result in an inferior finished product.

All form surfaces shall be wetted prior to the placement of concrete.

(C) False Work: All false work shall be true to line and grade and shall be sufficiently rigid including any necessary bracing to carry the imposed loads without excessive or objectionable settlement or deformation.

II-15

GROUT:

(A) Material: Grout shall consist of one part Portland cement as specified in Article II-2 (A) and two parts sand as specified in Article II-2 (B).

(B) Mixing: Grout shall be mixed using the minimum amount of water meeting the requirements of Article II-2 (D) necessary to produce a mix of consistency which will readily flow through the grout tubes or holes and into all corners and angles of the voids to be grouted. To this mix will be added aluminum powder at the rate of one (1) ounce per sack of cement. The Contractor will add admixture which shall be similar and equal to "Intraplast-C" Grouting Aid as manufactured by the Sika Chemical Corporation.

(C) Placing: Grout shall be placed through approved holes or tubes as shown on the plans and the Contractor shall provide the necessary pipes, tubes, standpipes, pumps, etc., to ensure the grout is placed with adequate head to make certain the grout is placed into all corners and angles of the voids to be grouted.

All such devices shall be removed after grouting and any voids grouted smooth and even with the finished surface.

MEASUREMENT AND PAYMENT:

No separate measurement or payment will be made for any of the items under this section and the price of all items relating to concrete shall be included under the other items of work.

END OF SECTION

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SEWAGE PUMP STATION
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SECTION IV

SEWAGE PUMP STATION

IV-1 GENERAL:

The Contractor shall provide all plant, labor, material and equipment and perform all work required to install and make operative the improvements to the sewage pump stations as shown on the plans and specified herein.

IV-2 MATERIALS:

- (A) General:** The Contractor shall furnish and install four (4) submersible type pumps similar and equal to those manufactured by Sulzer. The installation shall include pump inlet and outlet discharge flanges. Discharge piping and valves, etc., shall be as shown on the plans.
- (B) Liftout System:** The existing liftout system shall not require any modifications.
- (C) Discharge Pipe:** The existing ductile-iron discharge piping may require modifications, as necessary to replace the pumps.
- (D) Non-Clog Submersible Solids Handling Pump:** Furnish four (4) Premium Efficiency, non-clog, Submersible Sewage Pump(s) Type ABS XFP-CB2. The pump(s) shall be supplied with a mating 8 inch discharge connection and be capable of delivering 1600 U.S. GPM at a total dynamic head of 43.1 feet. Shut off head shall be a minimum of 69 feet. The motor shall be an integral part of the pump unit. The motor shall be 34 HP, 6 pole, connected for operation on a 460 volt, 3 phase, 60 hertz electrical supply service. Each pump motor shall be equipped with 50 feet of power and control cable sized in accordance with NEC and CSA standards. Pumps intended for dry-pit installation shall be supplied with a fabricated base and 8 inch suction elbow. Pumps intended for dry-pit installation shall be supplied with a steel mounting frame.

Pump Design: Each pump shall be capable of handling raw unscreened sewage, storm water, and other similar solids-laden fluids without clogging. The pump(s) shall be driven by a Premium Efficiency motor, providing the highest level of operational reliability and energy efficiency.

Pump Construction: Major pump components shall be of gray cast iron, EN-GJL-250 (ASTM A-48, Class 35B) with smooth surfaces devoid of porosity or other irregularities. All exposed fasteners shall be of stainless steel, 1.4401 (AISI 316). All metal surfaces coming into contact with the pumped media (other than the stainless

steel components) shall be protected by a factory applied spray coating of zinc phosphate primer followed by a high solids two-part epoxy paint finish on the exterior of the pump. The pump shall be equipped with an open lifting hoop suitable for attachment of standard chain fittings. The hoop shall be of ductile iron, EN-GJS-400-18 (ASTM A-536, Grade 60-40-18), with the option of upgrading to duplex stainless steel, 1.4470 (ASTM A890, CD3MN Grade 4A), and shall be rated to lift a minimum of four times the pump weight.

Sealing design for the pump/motor assembly shall incorporate machined surfaces fitted with Nitrile (Buna-N) rubber O-rings, with the option of upgrading to Viton®. Sealing will be the result of controlled compression of rubber O-rings in two planes of the sealing interface. Housing interfaces shall meet with metal-to-metal contact between machined surfaces, and sealing shall be accomplished without requiring a specific torque on the securing fasteners. Rectangular cross sectioned gaskets requiring specific torque limits to achieve compression shall not be considered equal. No secondary sealing compounds shall be required or used.

The Sulzer Contrablock Plus impeller shall be of gray cast iron, EN-GJL-250 (ASTM A-48, Class 35B), with the option of upgrading to duplex stainless steel, 1.4470 (ASTM A890, CD3MN Grade 4A). The impeller shall be of the double shrouded, non-clogging, two-vane design, meeting the Ten State Standards requirement for minimum solids passage size of 3 inches. The impeller shall be capable of passing a minimum of 3.5 x 4.3 inch oblong solids. The impeller shall have a slip fit connection onto the motor shaft, driven by a shaft key, and shall be securely fastened to the shaft by a stainless steel screw. A positively engaged, ratcheting washer assembly shall prevent the screw from loosening. The head of the impeller screw shall be effectively recessed within the impeller bore to prevent disruption of the flow stream and loss of hydraulic efficiency. The impeller shall be dynamically balanced to the ISO 10816 standard to provide smooth, vibration-free operation. Impeller designs which do not meet the Ten State Standards requirement for 3 inch solids passage size, those that rely on retractable impeller designs to pass 3 inch solids.

The Sulzer Contrablock Plus wear plate shall be of gray cast iron, EN-GJL-250 (ASTM A-48, Class 35B), with the option of upgrading to duplex stainless steel, 1.4470 (ASTM A890, CD3MN Grade 4A). The wear plate shall be designed with a smooth surface incorporating strategically placed intercepting slots on the side facing the impeller, to shred and force any stringy solids which attempt to become lodged

between the impeller and wear plate outward from the impeller and through the pump discharge. The wear plate shall be mounted to the volute with four stainless steel securing screws and four stainless steel adjusting screws to permit close tolerance adjustment between the wear plate and impeller for maximum pump efficiency. Adjustment to allow for wear and restore peak pumping performance shall be easily accomplished using standard tools, and without requiring disassembly of the pump. The use of fixed or non-adjustable wear plates or rings, or systems that require disassembly of the pump or shimming of the impeller to facilitate adjustment, shall not be considered equal. The suction flange shall be integrated into the wear plate and its bolt holes shall be drilled and tapped to accept standard 8 inch ANSI class 125/150 flanged fittings.

The pump volute shall be single piece gray cast iron, EN-GJL-250 (ASTM A-48, Class 35B), with the option of upgrading to duplex stainless steel, 1.4470 (ASTM A890, CD3MN Grade 4A), non-concentric design with centerline discharge. Passages shall be smooth and large enough to pass any solids which may enter the impeller. The discharge flange design shall permit attachment to standard ANSI or metric flanges/appurtenances. The discharge flange shall be drilled to accept either 8 inch ANSI class 125/150 or metric DN200 flanged fittings. Proprietary or nonstandard flange dimensions shall not be considered acceptable. The suction flange shall be integrated into the volute, and its bolt holes shall be drilled and tapped to accept standard 8 inch ANSI class 125/150 flanged fittings. The minimum working pressure of the volute and pump assembly shall be 10 bar (145 psi).

Pump Test: The pump manufacturer shall perform the following inspections and tests in accordance with Hydraulic Institute type B standards before shipment from the factory:

1. A check of the motor voltage and frequency shall be made as shown on the name plate.
2. A motor and cable insulation test for moisture content or insulation defects shall be made per CSA and FM criteria.
3. The pump shall be run to determine that the unit meets five pre-determined hydraulic performance points.
4. A performance curve from the production line test showing head versus flow shall be included in the Installation and Operation Manual shipped with each pump.
5. A written report shall be available showing the aforementioned tests have

been performed in accordance with the specifications.

Start-Up: The pumps shall be tested at start-up by a qualified representative of the manufacturer. A start-up report as provided by the manufacturer shall be completed before final acceptance of the pumps.

Documentation: The manufacturer, if requested, will supply a minimum of 6 sets of standard submittal data; Standard submittal data consists of:

- a. Pump catalog data;
- b. Pump performance curve;
- c. Break Away Fitting (BAF) data;
- d. Access cover data;
- e. Typical installation drawing;
- f. Control panel data
- g. Panel wiring schematic;
- h. Accessory data;
- i. Installation & Operation Manuals with Parts List.

(E) **Pump Motor:** The Premium Efficiency motor shall meet efficiency standards in accordance with IEC 60034-30:2008, level IE3 and NEMA Premium*. Motor rating tests shall be conducted in accordance with IEC 60034-2-1 requirements and shall be certified accurate and correct by a third party certifying agency. A certificate shall be available upon request.

** IE3 and NEMA Premium efficiency levels are equivalent, however the NEMA Premium standard is intended to cover dry installed motors only, not integrated submersible motors.*

The motor shall be housed in a water-tight gray cast iron, EN-GJL-250 (ASTM A-48, Class 35B), enclosure, capable of continuous submerged operation underwater to a depth of 20 meters (65 feet) and shall have an IP68 protection rating. The motor shall be of the squirrel-cage induction design, NEMA type B. The copper stator windings shall be insulated with moisture resistant, Class H insulation material, rated for 180°C (356°F). The stator shall be press fitted into the stator housing. The use of bolts, pins, or other fastening devices requiring penetration of the stator housing is unacceptable. The rotor bars and short circuit rings shall be made of cast aluminum.

The motor shall be designed for continuous duty. The maximum continuous temperature of the pumped liquid shall be 40°C (104°F), and intermittently up to 50°C (122°F). The motor shall be capable of handling up to 10 evenly spaced starts

per hour without overheating. The service factor (as defined by the NEMA MG1 standard) shall be 1.3. The motor shall have a voltage tolerance of +/- 10% from nominal, and a phase-to-phase voltage imbalance tolerance of 1%. The motor shall have a NEMA Class A temperature rise, providing cool operation under all operating conditions. The motor shall be FM approved for use in NEC Class I, Division I, Groups C & D hazardous locations. The surface temperature rating shall be T3C. The motor shall meet the requirements of NEMA MG1 Part 30 and 31 for operation on PWM type Variable Frequency Drives.

(F) **Optional Cooling System:** The factory installed closed-loop cooling system shall be of steel, 1.0036 (ASTM A-570, Grade D), adequately designed to allow the motor to run continuously under full load while in an unsubmerged (dry- pit) or minimally submerged condition without the need for de-rating or reduced duty cycle. A cooling jacket shall surround the stator housing, and an environmentally safe nontoxic propylene glycol solution shall be circulated through the jacket by an axial flow circulating impeller attached to the main motor shaft. The coolant shall be pumped through an integrated heat exchanger in the base of the motor whenever the motor is running, allowing excess heat to be transferred to the process liquid. Cooling systems that circulate the pumped medium through the cooling jacket, or those that use a toxic cooling liquid shall not be acceptable. The use of external heat exchangers, fans, or the supply of supplemental cooling liquid shall not be required.

(G) **Thermal Protection:** Each phase of the motor shall contain a normally closed bi-metallic temperature monitor switch imbedded in the motor windings. These thermal switches shall be connected in series and set to open at $140^{\circ}\text{C} \pm 5^{\circ}\text{C}$ (284°F). They shall be connected to the control panel to provide a high stator temperature shutdown signal, and are used in conjunction with external motor overload protection. As an option, normally closed bi-metallic temperature switches shall be installed in the upper and lower bearing housings to monitor the temperature of the bearings and provide high bearing temperature warning signals. As an alternate option to the bearing bi-metallic temperature switches, RTD (PT100) type temperature measuring devices shall be available for the motor winding and bearings to provide actual temperature measurement at these locations. When the RTD option is supplied for the motor winding, bi-metallic switches shall also be supplied in the windings. The bi-metallic system must be connected to the controls to provide positive shutdown of the motor in the event of an overheat condition. This is required in order to conform to FM rules for explosion-proof equipment.

(H) Mechanical Seals: Each pump shall be equipped with a triple seal system consisting of tandem mechanical shaft seals, plus a radial lip seal; providing three complete levels of sealing between the pump wet end and the motor. The mechanical seal system shall consist of two totally independent seal assemblies operating in a lubricant reservoir that hydro-dynamically lubricates the lapped seal faces at a constant rate. The mechanical seals shall be of nonproprietary design and shall be manufactured by a major independent manufacturer specializing in the design and manufacture of mechanical seals. The lower, primary seal unit, located between the pump and the lubricant chamber, shall contain one stationary industrial duty solid silicon-carbide seal ring and one rotating industrial duty solid silicon-carbide seal ring. The stationary ring of the primary seal shall be installed in a seal holding plate of gray cast iron EN-GJL-250 (ASTM A-48, Class 35B). The seal holding plate shall be equipped with swirl disruption ribs to prevent abrasive material from prematurely wearing the seal plate. The upper, secondary seal unit, located between the lubricant chamber and the sensing chamber, shall contain one stationary industrial duty solid silicon-carbide seal ring, and one rotating industrial duty solid silicon-carbide seal ring. Each seal interface shall be held in contact by its own spring system. A radial lip seal shall be positioned above the sensing chamber, preventing any liquid which accumulates in the sensing chamber from entering the lower bearing and motor. The seals shall not require routine maintenance, or adjustment, and shall not be dependent on the direction of rotation for proper sealing. Each pump shall be provided with a lubricant chamber for the shaft sealing system which shall provide superior heat transfer and maximum seal cooling. The lubricant chamber shall be designed to prevent overfilling, and to provide lubricant expansion capacity. The drain and inspection plug shall have a positive anti-leak seal, and shall be easily accessible from the outside of the pump. The seal system shall not rely upon the pumped media for lubrication and shall not be damaged when the pump is run dry. Lubricant in the chamber shall be environmentally safe nontoxic material.

The following seal types shall not be considered equal: Seal systems with less than three complete levels of sealing between the pump wet end and the motor. Seals of proprietary design, or seals manufactured by other than major independent seal manufacturing companies. Seals requiring set screws, pins, or other mechanical locking devices to hold the seal in place, conventional double mechanical seals containing either a common single or double spring acting between the upper and lower seal faces, or any system requiring a pressure differential to seat the seal and ensure sealing.

The primary mechanical seal shall be protected from interference by particles in the wastewater, including fibrous materials, by an active Seal Protection System integrated into the impeller. The back side of the impeller shall be equipped with a sinusoidal cutting ring, forming a close clearance cutting system with the lower submersible motor housing or seal plate. This sinusoidal cutting ring shall spin with the pump impeller providing a minimum of 75 shearing actions per pump revolution. Large particles or fibrous material which attempt to lodge behind the impeller or wrap around the mechanical seal, shall be effectively sheared by the active cutting system into particles small enough to prevent interference with the mechanical seal. The Seal Protection System shall operate whenever the pump operates, and shall not require adjustment or maintenance in order to function. Submersible pump designs which do not incorporate an active cutting system to protect the primary mechanical seal shall not be considered acceptable for wastewater service.

The integrity of the mechanical seal system shall be continuously monitored during pump operation and standby time. An electrical probe shall be provided in a sensing chamber positioned above the mechanical seals for detecting the presence of water contamination within the chamber. The sensing chamber shall be oil-filled, and shall have a drain / inspection plug with a positive anti-leak seal which is easily accessible from the outside of the pump. A solid-state relay mounted in the pump control panel or in a separate enclosure shall send a low voltage, low amperage signal to the probe, continuously monitoring the conductivity of the liquid in the sensing chamber. If sufficient water enters the sensing chamber, the probe shall sense the increase in conductivity and signal the solid state relay in the control panel. The relay shall then energize a warning light on the control panel, or optionally, cause the pump shut down. This system shall provide an early warning of mechanical seal leakage, thereby preventing damage to the submersible motor, and allowing scheduled, rather than emergency, maintenance. Systems utilizing float switches or any other monitoring devices located in the stator housing rather than in a sensing chamber are not considered to be early warning systems and shall not be considered equal.

As an option, two additional moisture sensing probes, one in the electrical connection chamber, and one in the motor chamber shall be provided. These probes shall send separate signals to the control panel as described above, so that maintenance personnel are given an early warning of the presence of moisture in the respective sensing chambers.

(I) **Shaft:** The pump shaft and motor shaft shall be an integral, one piece unit adequately

designed to meet the maximum torque required at any normal start-up condition or operating point in the system. The shaft shall have a full shutoff head design safety factor of 1.7, and the maximum shaft deflection shall not exceed .05 mm (.002 inch) at the lower seal during normal pump operation. Each shaft shall be of stainless steel, 1.4021 (AISI 420), with the option of upgrading to duplex stainless steel, 1.4462 (UNS S31803), and shall have a polished finish with accurately machined shoulders to accommodate bearings, seals and impeller. Carbon steel, chrome plated, or multi-piece welded shafts shall not be considered adequate or equal.

Each pump shaft shall rotate on high quality, permanently lubricated, greased bearings. The upper bearing shall be a cylindrical roller bearing and the lower bearings shall be a matched set of at least three heavy duty bearings; two angular contact ball bearings and one cylindrical roller bearing. All three lower bearings shall have identical outer race diameters to provide maximum bearing load capacity. Designs which utilize a roller bearing with a smaller outer diameter than the other bearings in the assembly do not provide maximum load capacity and shall not be considered equal. Bearings shall be of sufficient size and properly spaced to transfer all radial and axial loads to the pump housing and minimize shaft deflection. L-10 bearing life shall be a minimum of 100,000 hours at flows ranging from $\frac{1}{2}$ of BEP flow to $1\frac{1}{2}$ times BEP flow (BEP is best efficiency point). The bearings shall be manufactured by a major internationally known manufacturer of high quality bearings, and shall be stamped with the manufacturer's name and size designation on the race. Generic or unbranded bearings from other than major bearing manufacturers shall not be considered acceptable.

(J) **Power Cable:** The power cables shall be sized according to NEC and CSA standards and shall be of sufficient length to reach the junction box without requiring splices. The outer jacket of the cable shall be of chlorinated polyethylene (CPE) and be oil, water, and UV resistant, capable of continuous submerged operation underwater to a depth of 65 feet.

The cable entry design shall not require a specific torque to ensure a watertight seal. The cable entry shall consist of cylindrical elastomer grommets, flanked by stainless steel washers. A cable cap incorporating a strain relief and bend radius limiter shall mount to the cable entry boss, compressing the grommet ID to the cable while the grommet OD seals against the bore of the cable entry. The junction chamber shall be isolated and sealed from the motor by means of sealing glands. Electrical connections between the power cables and motor leads shall be made via a

compression or post type terminal board, allowing for easy disconnection and maintenance.

(K) Electrical Control Panel: Contractor shall connect to the existing electrical control panel.

IV-3 PAINTING:

All new pumps and/or piping shall be cleaned prior to painting. Exposed surfaces to be coated with one coat gray W.R. non-lift primer and one coat white acrylic alkyd W.R. enamel. Paint shall be low VOC, alkyd based, high solids, semi-gloss white enamel for optimum illumination enhancement, incorporating rust inhibitive additives. The finish coat shall be 1.0 to 1.2 MIL dry film thickness (minimum), resistant to oil mist exposure, solvent contact, and salt spray. The factory finish shall allow for over-coating and touch up after final installation.

IV-4 PIPING, VALVES, ETC.:

Discharge Piping: Discharge piping shall be Ductile Iron with flanged connections and shall meet the requirements of Federal Specifications WW-P-421c and ANSI A21.51, Class 150. Flanges shall meet the requirements of ASA Class 125 and ANSI A21.10. Gaskets for flanged joints shall be rubber with cloth inserts.

Check Valve: A full-flow discharge check valve, capable of passing a 3" spherical solid, shall be supplied for each pump. The check valve shall have a 3" removable clean-out port with o-ring seal for servicing. The suction check valve shall be mounted in suction casting so that the check valve rests on tapered seat. A spacer flange shall be installed at the suction casting so that check valve can be removed for inspection and/or replacement without disturbing the suction piping.

Gate Valve: Gate valves shall be iron body, bronze stem, rubber disc, resilient wedge seat type and shall be AWWA standard, with flanged ends. Gate Valves shall be similar and equal to the AWWA non-rising stem gate valves as manufactured by the Mueller Company. A plug or globe valve of equal construction may be substituted for the gate valve.

IV-5 EXCAVATION AND BACKFILL:

All excavation and backfill shall be in accordance with applicable portions of Section I.

IV-6 CONCRETE:

All cast-in-place concrete shall be in accordance with applicable portions of Section II.

IV-7 INSTALLATION:

The Contractor shall install the sewage pumps in accordance with manufacturer's recommendations and these plans and specifications.

IV-8 WARRANTY & TESTING:

Standard Warranty: All equipment, piping, valves, etc. shall be guaranteed free from defects in design, workmanship and material, and the Contractor shall furnish a guarantee to replace or repair, without cost to the Owner, any part or parts of any equipment proving defective in design workmanship or material within one year after equipment has received final acceptance.

IV-9 ELECTRICAL POWER:

The Lift Station Contractor shall arrange for the permanent electrical power at the lift station site and shall pay any required deposit, which shall be made in the Owner's name, unless there is an existing electrical meter that is to supply the electricity for the proposed lift station.

The Lift Station Contractor will be responsible for paying for the electrical bill at the meter until such time as the Owner accepts this portion of the project as being substantially complete.

If there is an existing electrical meter which is to service the proposed new lift station, then the electrical power for constructing and testing the lift station shall be made available by the Owner at no additional charge to the Contractor.

Should there be an agreement made between the Owner and the Lift Station Contractor, for whatever reason, which would allow the Owner or another Contractor to use the lift station prior to its being accepted by the Owner, then it shall be the Lift Station Contractor's responsibility to have the electrical meter read by the Power Company or by the Resident Inspector so that the responsibility for electrical power can be separated. Otherwise, the Lift Station Contractor shall be fully responsible for the paying of the electrical bill, whether or not such power was used for his purposes.

Should, for any of the above or any other reason, the permanent power not be made available on a timely basis, it will be the Lift Station Contractor's responsibility to arrange for any necessary temporary electrical service.

IV-10 WATER FOR TESTING:

If the proposed lift station is to be constructed at a site where the Owner currently has a supply of water, then the Owner shall furnish the Lift Station Contractor the necessary water for testing at no additional cost to the Lift Station Contractor. The Lift Station Contractor

should check this arrangement with the Owner or Engineer prior to bidding.

If the Owner does not have sufficient available water at the site, then it shall be the Lift Station Contractor's responsibility to furnish the necessary water for testing of the lift station.

IV-11 MEASUREMENT AND PAYMENT:

- (A) Measurement:** All work done under this section will be measured as a Lump Sum Item; which measurement shall include all excavation, backfill, concrete, mechanical and electrical equipment necessary to install the sewage pumping station and place it in operation as shown on the plans and as specified herein, except the force main which will be measured by the lineal foot in place and accepted.
- (B) Payment:** The sewage pumping station as measured above, will be paid for at the Contract Lump Sum Price, for Sewage Pumping Station, which price and payment shall constitute full compensation for all plant, labor, equipment, and materials, including all excavation, backfill, concrete, pumps, motors, controls, piping, valves and all mechanical and electrical equipment required to install and place into operation the sewage pumping station as shown on the plans and specified herein.

END OF SECTION

SECTION VII
CLEAN-UP, REPAIRS, ETC.

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SECTION VII

CLEAN-UP, REPAIRS, ETC.

VII-1 GENERAL:

The scope of the work required by this section includes cleaning-up of all areas in which the Contractor has worked, repairing all property, both public and private, which has been damaged, disturbed, altered, etc., by the Contractor's operations; protection of property to prevent undue damage; and maintenance of necessary access to and across the work area.

VII-2 PROTECTION, REMOVAL AND REPLACEMENT OF EXISTING FACILITIES:

The Contractor will be required to work around existing facilities, including but not limited to buildings, utilities, fences, roads, streets, sidewalks, etc., and will, in some cases, be required to remove and replace, or reinstall such.

The Contractor shall exercise care not to damage any such property and shall be fully responsible for any such damages, whether to the Owner's property or other property and does hereby indemnify the Owner of any responsibility from such damages.

Any property removed, shall be replaced such that, after replacement, it shall be similar and equal in all respects to that removed.

VII-3 PROTECTION OF PROPERTY:

The Contractor shall be responsible for protecting all property, both private and public, and shall be responsible for any damages to such including damages or blockage to streets, alleys, adjacent property, etc., and shall be responsible for the stoppage or diversion of any surface waters, rainfall, etc., and does hereby indemnify the Owner of any responsibility from such damages.

VII-4 CLEAN-UP:

The Contractor shall, after acceptance of the various items of work, neatly clean all his work area, including any access areas, such that after clean-up, the areas will be in a neat manner and shall be in at least an equal condition as when the Contractor started his operations.

VII-5

REPAIRS TO ROADS, STREETS, ETC.:

ANY EXISTING ASPHALT TO BE REMOVED SHALL BE SAWCUT THE FULL DEPTH OF THE EXISTING ASPHALT, PRIOR TO ANY EXCAVATION ACTIVITY.

The Contractor shall repair any and all damage to roads, streets, etc., occurring as a result of his operations. All construction methods, materials, etc., shall be strictly in accordance with state, parish (county), or local specifications or codes as applicable, and the Contractor shall replace or repair such to the satisfaction of the applicable governing body and the Engineer.

VII-6

REPAIR AND MAINTENANCE OR REPLACEMENT OF FENCES, LAWNS, DRIVEWAYS, ETC.:

The Contractor shall repair or replace any and all damage or alterations to fences, lawns, or other property as a result of his operations. All such repair or replacement shall be performed such that the finished product shall be in a condition at least equal to that prior to its damage or removal, all as determined by the Engineer.

The Contractor shall maintain such temporary fencing, gates, etc., as is required to protect livestock, etc., at all times during his operations and shall be fully responsible for any and all damages to such as a result of his negligence.

The Contractor shall exercise due care with respect to damage to lawns, sidewalks, driveways, entrances, etc., and shall maintain access to all property, both public and private, at all times. The Contractor shall promptly repair any such damages to the satisfaction of the Engineer.

VII-7

RESPONSIBILITY OF CONTRACTOR:

Should the Contractor fail to repair or replace any damages as specified herein or should he fail to maintain any access, or to properly protect any property, all as specified herein, within a reasonable time as determined by the Owner, the Owner hereby reserves the right to perform, or to have performed for him, such work and deduct the cost thereof from any monies due or which shall become due to the Contractor.

VII-8

MEASUREMENT AND PAYMENT:

No separate measurement or payment will be made for any of the items covered in this Section and all cost thereof shall be included in the prices for the other items of work.

END OF SECTION

SECTION VIII - ELECTRICAL

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SECTION VIII - ELECTRICAL

VIII-1 GENERAL REQUIREMENTS:

(A) **Related Documents:** The electrical specifications contained in this section shall be used in conjunction with the other applicable sections /of the Technical Specifications as well as the General Conditions, Supplemental General Conditions (if any) and Special Conditions (if any). This shall include but not necessarily be limited to Sections titled "Clearing and Grubbing, Excavation, Backfill and Compacted Fill", "Concrete", "Surface Preparation and Painting", etc.

(B) **Scope:** The work under this section includes furnishing and installing all wires, conductors, cables, conduit and conduit fittings, underground ducts, wiring devices, junction and outlet boxes, switchboards, panelboards, circuit breakers, fuses, time switches, photo-electric control switches, relays, contactors, safety switches, lighting fixtures, lamps, cabinets, motor control centers, dry-type transformers, lightning arresters, ground rods, grounding connections, and all other equipment specified or necessary for a complete installation.

Included in the work shall be all power wiring for and connection of equipment specified elsewhere and/or as shown on the plans.

(C) **Cutting and Patching:** All cutting and patching for electrical shall be in accordance with the General Conditions or as shown on the plans.

(D) **Drawings:** All outlets shown on electrical drawings are located approximately only. Contractor shall refer to plans for all necessary dimensions. Contractor shall refer to structural and mechanical drawings as well as equipment manufacturer's shop drawings and roughing-in drawings and adjust his work accordingly to provide a coordinated installation.

(E) **Laws and Permits:** The Louisiana Building Code, the current edition of the National Electrical Code (NFPA No. 70), and the OSHA Code of Federal Regulations shall be considered a part of these specifications and all pertinent articles will not be repeated herein.

Unless more rigid requirements are indicated hereinafter or on drawings, all work shall conform to or exceed the requirements of the above codes.

Contractor shall apply for all permits and pay all inspection fees incidental to electrical work.

No work shall be concealed until approved by the State or local inspectors, and all State and local regulations shall be adhered to.

- (F) **Visiting Site:** The bidder shall visit the site of proposed work so that he may understand the facilities, difficulties, and restrictions attending the execution of the contract. He will be allowed no additional compensation for failure to be so informed.
- (G) **Guarantee:** Contractor shall guarantee all equipment, materials and workmanship for one (1) year after the Warranty begins as described in the Contract Documents.

VIII-2 MATERIALS:

- (A) **General:** All equipment and materials shall be new and shall be listed by Underwriter's Laboratories, Inc., in categories for which standards have been set by that agency. Methods of installation shall be in full accord with the latest and best electrical and mechanical engineering practices.
- (B) **Brand Names:** Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or piece of equipment so proposed is, in the opinion of the Engineer, of equal substance, appearance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.
- (C) **Submittals:** Contractor shall submit for review descriptive literature or shop drawings for the following material which he proposes to use:

Switchboards
Panelboards
Contactors
Relays
Safety Switches
Lighting Fixtures
Motor Control Centers
Transformers
Motor Starters

(D) Painting: All painting of exposed raceways, outlets, boxes, fittings, hangers and other equipment which is not factory finished shall be painted as specified elsewhere.

(E) Conduit and Tubing: Rigid steel conduit and electrical metallic tubing shall be as follows:

1. Conduit shall be threaded heavy wall hot-dipped galvanized (inside and out) steel conduit.
2. Electrical metallic tubing shall have galvanized exterior and galvanized or equivalent plastic coated interior to protect against corrosion.
3. Rigid aluminum conduit shall be manufactured from 6063-T42 extruded Schedule 40 pipe. The interior surface shall be coated with special approved lubricating liner.
4. Rigid non-metallic conduit for underground ducts shall be manufactured polyvinyl chloride (PVC) 90°C U.L. rated.

(F) Secondary Conductors: All conductors shall be copper, manufactured to IPCEA standards.

All branch circuit wiring shall be #12 AWG or larger with flame-resistant insulation. Conductors #8 AWG and larger shall be stranded. Insulation on branch circuit conductors shall be type THHN, unless noted otherwise or otherwise required by the particular application.

Feeds to fluorescent fixtures shall be #12 AWG type THHN. Recessed incandescent fixtures shall be fed with type AF, SF, PF, or PFF conductors unless complete with prewired outlet box approved for type THHN conductors. Surface mounted high intensity discharge (HID) lighting fixtures shall be fed with #12 AWG type THHN unless higher temperature rated conductors are required for the particular fixtures provided. Recessed HID fixtures shall be fed with type SF-2, SFF-2, PF, or PFF unless complete with prewired outlet box approved for type THHN conductors.

Feeders shall be of the size indicated with type XHHW insulation unless noted otherwise.

(G) Outlets: All boxes, fittings and supports shall be galvanized steel.

Boxes for concealed wall outlets shall be 4" square by 1½" deep, or larger, with raised device covers, except that 2¾" deep switchboxes may be used where only one conduit enters a box. Device covers for 4" square boxes in masonry walls which are not plastered or otherwise finished shall be 1" minimum in depth with straight rectangular openings for dry wall type construction. Covers for boxes in sheetrock or wood walls shall be of the same depth as the sheetrock or wood thickness and shall have straight rectangular openings.

Where 4" junction boxes are indicated, they shall be complete with raised device covers as herein before specified. Blank plates shall be as specified for devices.

Boxes for concealed ceiling outlets shall be 4" octagonal by 1½" deep, or larger. Boxes in plaster ceilings shall have plaster covers. Fixture outlet boxes shall be equipped with fixture studs secured to the boxes.

Concrete boxes shall be used for fixtures on concrete ceilings.

Outlet boxes for exposed work inside buildings shall be 4" square x 1½" deep or larger with ½" deep surface metal covers to accommodate the devices indicated. Outlet boxes for work exposed to weather or in damp locations shall be of cast or malleable iron, type FS or FD. Boxes shall have metal covers to accommodate the devices indicated; secure covers with tamper-proof screws.

In walls or ceilings of concrete, tile or other non-combustible material, boxes and fittings shall be so installed that the front edge of the box or fitting will not set back off the finished surface more than ¼". In walls or ceilings constructed of wood or other combustible material, outlet boxes and fittings shall be set flush with the finished surface. If a fixture canopy or pan is used as an outlet box cover, any combustible wall or ceiling finish between the edge of the canopy and the outlet box shall be covered with non-combustible material.

For conduits 1" and smaller, the following shall be the maximum number of conductors permitted in a box:

TRADE SIZE	MAX. NO. #12
1½" x 4" Octagonal	6
1½" x 4" Square	8
1½" x 4 11/16" Square	13
2" x 4 11/16" Square	18
2¾" x 3" x 2"	6
3½" x 3" x 2"	8

Where a fixture stud or wiring device is installed in box; the number shall be reduced by one. A conductor running through the box is counted as one conductor, and each conductor terminating in box is counted as one conductor.

(H) Device Plates: Plates shall be of the one-piece type, #302 satin stainless steel finish and screws. Where weatherproof switches or receptacles are indicated, WP plates shall be used, unless indicated otherwise.

Use multi-gang plates where switches are grouped.

Plates shall be installed with all four edges in continuous contact with finished wall surfaces without the use of mats or similar devices. Plaster fillings will not be permitted. Plates shall be installed with an alignment tolerance of 1/16" from the vertical or horizontal.

Where indicated, the plates shall be furnished with suitable factory engravings.

Device plates shall not be installed until painting is completed. Device plates having paint on their surfaces, or having their finish marred by use or paint remover, shall be replaced at no additional cost to the owner.

(I) Manual Starting Switches: Manual starting switches shall be flush mounted unless indicated otherwise and shall be complete with manual reset bimetallic strip type thermal overload elements, which shall be selected in conformance with motor nameplate ratings. Where indicated, starting switches shall be with integral pilot lights. Plates for flush units shall be stainless steel, and where applicable, ganged with adjacent lighting switches.

(J) Safety Switches: Safety switches shall be of the heavy duty, quick-make, quick-break, visible blade, knife switch type. They shall be of the fused or nonfused type as required. Fused switches shall have positive pressure fuse clips. Switches shall be fully interlocked, with provision to neutralize the interlock by a screwdriver while under load without interrupting the circuit. Switches shall be complete with insulated base, and pressure or solderless lugs. Handles shall be front operated. All switches shall be horsepower rated, capable of breaking stalled-rotor motor current at these ratings. Outdoor locations shall have NEMA type 3R or 4 enclosures; indoor locations shall have NEMA type I enclosures. Switches shall have provision for padlocking in the "on" or "off" positions. All 600 ampere or smaller switches shall be complete with rejection feature to insure rejection of all fuses other than Class R.

Disconnect switches for single phase motors shall be 15A/1P (for 115V motors) or 15A/2P (for 208-240 motors) as required; in outdoor locations these switches shall be mounted in FS condulets with cover and gasket.

(K) Fuses (Secondary): Provide one complete set of fuses, together with 33% spares, unless noted otherwise for all fuseholders. All 600 ampere or smaller cartridge fuses shall be rejection type, Class R, unless noted otherwise.

VIII-3 INSTALLATION AND WORKMANSHIP:

(A) Excavating and Backfilling: Contractor shall do all excavating and backfilling required for the work of this Section. Except as specifically otherwise noted herein, all excavation and backfill shall be in accordance with Section I. Removal of all obstructions, hidden or otherwise, shall be part of this work. Backfilling shall be thoroughly tamped. All surplus earth shall be removed.

(B) Record Drawings Showing Changes Made During Construction: As construction progresses, mark-up two (2) sets of drawings with colored pencils in a neat and understandable manner to show significant changes made during construction. Submit one (1) set of these drawings to Engineer at closeout of project.

(C) Work Related To Equipment Not Furnished As Work Of This Division of Specifications: Unless specifically indicated otherwise, any required electrical services for and required electrical connections to items shown on the plans and/or specified to be furnished in other divisions of specifications or by Owner shall be electrically connected as work of this section.

Raceways, outlets, backboards, cabinets, grounding connections, handholes, underground distribution system, and other roughing-in indicated shall be provided as work of this section for telephone systems, radio systems, other controls, etc.

(D) Mechanical Equipment: All power and control wiring associated with Mechanical shall be done as work on this Section.

Overload elements in all starters shall be selected according to actual motor nameplate full load current.

(E) Methods of Wiring:

(1) Conduits: All wiring run underground or in fill beneath slabs shall be contained in rigid threaded heavy wall hot-dipped galvanized (inside and out) steel conduit encased in concrete envelope of 3" minimum thickness on all sides. However, where specifically indicated on drawings, rigid, non-metallic conduit may be used for underground ducts, as hereinafter specified.

Aluminum conduit may be used in lieu of steel conduit in sizes over 1" provided it is not installed underground or in concrete. Where aluminum conduit is used, elbows, couplings, outlet boxes, fittings, expansion fittings and accessories shall be aluminum.

Electric metallic tubing may be used for the following unless specifically indicated otherwise on drawings or prohibited by the National Electrical Code for a particular area:

- (1)** Branch circuits concealed overhead in furred ceilings and concealed in walls and partitions.
- (2)** Telephone system raceways concealed overhead in furred ceilings and concealed in walls and partitions.
- (3)** Control system raceways concealed overhead in furred ceilings and concealed in walls and partitions.

All raceways shall be exposed unless otherwise indicated.

Branch circuit conduits feeding outlets in masonry walls shall be concealed in the masonry. Where outlet boxes are indicated in bare

masonry walls, the box shall be mounted so that two edges of the box or plaster cover will fall in a mortar joint. Where switchboxes will not accommodate the number of conductors required and 4" square or larger boxes are installed, provide device covers 1" minimum in depth with straight rectangular openings for dry-wall type construction. Where grouting is required to fill up improperly cut openings in the masonry, the work will be rejected. Electrical contractor shall cooperate with the masonry contractor to insure a neat and workmanlike job.

Solderless connectors similar to Scotchlok connectors, Ideal colored wingnuts, or Ideal Crimps with Wrapcaps shall be used for all branch circuit wiring and fixture connections. Solderless connectors of the split-bolt type shall be used for terminals on all conductors #8 and larger.

Connection to all motors not equipped with a portable cord shall be made with a short piece of flexible metal conduit between rigid conduit system and motor terminal box. Ground bond of separate copper conductor included with circuit conductors within raceway shall be made between motor frame and source of power. In all outdoor locations, liquid-tight flexible metal conduit shall be used.

Taps or splices in junction boxes and/or wireways shall be made with gutter taps, complete with covers.

All recessed fluorescent fixtures shall be wired with #12 AWG type THHN conductors in 4 to 6 feet of flexible metal conduit from a box at least one foot (1') from the fixture. All recessed incandescent and HID fixtures shall be wired with type conductors hereinbefore specified in 4 to 6 feet of flexible metal conduit from a box at least one foot (1') from the fixture, unless the fixture is of the prewired type with an integral outlet box approved for the number and type of branch circuit conductors indicated and/or specified. Not more than two (2) individual fixtures shall be connected to any of these outlet boxes. This box shall be located above the ceiling and shall be accessible by removing fixture. Installing blank covers on ceilings to provide access to such boxes will not be acceptable.

Splices in all low voltage wiring (24 volts and below) shall be made at terminal blocks furnished with the equipment. At junction or where other splices are required, these splices shall be soldered.

Typewritten directory of circuits shall be provided for each panelboard.

Branch circuit wiring through lighting fixtures shall be in accordance with current Edition of the National Electrical Code, however, conductor types shall be as specified hereinafter.

Unless a larger size is indicated, conduits shall be sized in accordance with the current Edition of the National Electrical Code for the number and conductor size (AWG) shown or specified.

Approved threaded lubricant containing powdered zinc or lubricating graphite shall be applied to the male threads only of aluminum conduit to prevent joint seizure.

Other routings than those indicated may be used after securing the approval of the Engineer and Contractor shall make allowance for possible obstruction to routes indicated.

All conduit connections to dry type transformers shall have a 12" minimum length of flexible metal conduit in each conduit run and a copper bonding jumper between transformer and rigid conduit on other side of flexible insert. Size of bonding jumper shall be in accordance with the current Edition of the National Electrical Code.

Where underground conduits or ducts cross other utilities, the conduits or ducts shall be installed below other utilities unless top of other utility at the particular location is 12" below bottom of the conduits or ducts. When crossing under other utilities, maintain a minimum of 12" clearance between top of conduit and bottom of other utility. Where underground conduit or ducts are run parallel to other utilities, a minimum clearance of three feet (3') shall be maintained between systems.

(2) **Wiring in Conduit (Applies Also to E.M.T.):** Where exposed conduit is indicated, the conduit shall be installed parallel with or at right angles to the building walls and ceilings and shall be supported adequately by pipe straps or other approved devices. Unless noted otherwise, where several conduits are run parallel to each other, they shall be grouped together on galvanized strut, with suitable clamps, which shall be attached to the wall or hung from the roof or ceiling construction. Where a single conduit is run exposed in a damp and/or wet location, straps of the type which permit a $\frac{1}{4}$ " air space between the conduit and the wall shall be used. Fastening of conduit shall be as follows: to wood by means of screws; to masonry by means of

threaded metal inserts, metal expansion screws, or toggle bolts; and to steel by means of machine straps, bolts, or power actuated fasteners. All conduit fasteners shall be approved for the purpose. Tie wire to support and/or fasten conduit will not be acceptable.

Conduit in concrete slabs shall be located so as not to affect the structural strength of the slabs. Conduit in general shall be located in the middle thickness of concrete slabs and when installed in slabs poured on grade or fill shall have at least one inch (1") of concrete between conduit and waterproof membrane. The maximum size of conduit that may be run in a slab shall be as directed by the Engineer. Conduit larger than $\frac{3}{4}$ ", if permitted in reinforced concrete slabs, shall be parallel with or at right angles to the main reinforcement; when at right angles to the reinforcement, the conduit shall be close to one of the supports of the slab.

Conduits which must cross building expansion joints shall, where practicable, cross same in furred ceiling areas rather than in or on slabs or walls, arranged with sufficient flexibility to accommodate the building expansion. However, where such routing is not possible, expansion fittings shall be provided in each raceway in concrete or attached thereto whenever the raceway crosses an expansion joint in the concrete structure. Expansion fitting shall be installed on one side of the joint with its sliding sleeve end flush with the joint and with a length of bonding jumper in the expansion joint equal to at least three times the normal width of the joint. Each expansion fitting shall be zinc-coated steel heavy factory installed packing and internal copper braid packing and shall be complete with UL approved bonding jumper.

Underground runs of multiple conduits shall be provided with plastic spacers to insure 2" minimum of concrete between adjacent conduits.

Unless noted otherwise on drawings, underground runs of conduits shall be installed so that the top of the concrete envelope shall not be less than 24" below grade.

Conduits shall be kept at least 6" from parallel runs of hot water piping, flues, or other hot objects.

Where conduits rise through a concrete floor, the curved portion shall not be visible above the finished floor. Approved conduit sealing fittings and compound shall be used where underground conduits enter building.

Where conduit fittings are installed, these shall be as manufactured by Appleton, or Killark, or Crouse-Hinds.

Connectors and couplings for electric metallic tubing shall be of the compression type. Couplings for rigid heavy wall conduit shall be of the threaded type; two locknuts and one bushing shall be provided where heavy wall conduits enter boxes.

Insulated bushings shall be provided for all conductors #4 and larger.

No wires shall be pulled in until the conduit system is complete. Only approved type wire pulling lubricant shall be used.

During construction all outlet boxes and conduit stub-ups shall be suitably protected against the entrance of foreign material.

All conduit and box fasteners, clips, brackets, bars, clamps and accessories shall be treated to resist corrosion and shall be designed for the particular application.

(3) **Underground Ducts:** Underground ducts shall be of individual conduits of rigid non-metallic PVC conduits, all encased, unless specifically indicated otherwise, in concrete envelope of 3" minimum thickness at the top, bottom and sides and/or as detailed on drawings. Conduit in underground ducts shall be size as indicated. Duct lines shall slope downward toward handholes and away from buildings with a pitch of not less than 3" per 100 feet. Top of concrete envelope shall be not less than 24" below grade, except that under roads and pavements the minimum shall be 30" below grade. Separators shall be of plastic and shall maintain a minimum of 2" concrete separation between ducts. The joints of the conduit shall be staggered by rows and layers so as to provide a duct line having maximum strength. End bells, flexible couplings, and expansion joints shall be provided as necessary. All exposed vertical runs including risers up poles and through slabs, and elbows shall be rigid heavy wall threaded galvanized conduit; metallic to non-metallic conduit adapters shall be provided as required at a point 10 feet minimum outside perimeter of building slab. All steel conduit so installed shall be effectively grounded. No non-metallic conduit shall be installed under buildings.

(4) **Mounting Heights: If not otherwise indicated**, mounting heights to centerline of outlets shall be as follows:

Receptacles - 12" above floor.

Switches - 48" above floor.

Panelboards - not more than 5' - 6" from top-most operating handle to floor.

The above mounting heights may be adjusted as required to permit bottom or top of plate to align with mortar joints in unfinished masonry walls, provided joints are not raked. Where joints are raked, adjust height as required to insure that center of outlet box will be in the center of masonry unit. Where outlets at different levels are shown adjacent, they shall, where possible, be installed on a common vertical centerline.

(5) **Marking of Safety Switches and Panelboards:** Each surface manual starting switch out of sight of the motor which it controls, and each panelboard, and safety switch, regardless of location shall be suitably identified by means of _" high letters cut in white laminated phenolic strip to show black letters. Strip shall be attached to cover by means of two (2) screws. Device plate for each flush manual starting switch and wall switch used as starting switch shall be suitably engraved to identify the equipment controlled.

(6) **Marking of Receptacles and Fixtures:** Each receptacle and light fixture shall have the circuit number from which it is supplied labeled inside the fixture or receptacle cover plate. Labeling may be hand written in a legible manner with a felt tip permanent ink type marking pen. Use black ink.

VIII-4 MEASUREMENT AND PAYMENT:

No measurement or payment will be made for any of the items of the electrical work unless the bid proposal specifically provides for such direct, separate measurement and payment and all costs incidental thereto shall be included in whatever bid item, whether on a unit basis or by the Lump Sum/Job Basis for which the electrical work is to serve and become a part of.

END OF SECTION

SECTION X - PLANT PIPING & FITTINGS

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SECTION X

PLANT PIPING & FITTINGS

X-1 GENERAL:

The work provided for by this section shall be the general materials, workmanship and installation procedures for the face piping, control valves and other incidental piping, valves and appurtenances required to construct various types of water plants.

Other specific equipment required for individual plants will be as shown on the plans and as specified in other sections; however, the surface preparation, priming, painting and insulation will be in accordance with this section.

All non-plastic piping which is buried below ground shall be cleaned, primed and painted in accordance with this Section. No special coating shall be required for plastic (PVC) pipe buried below ground. All non-plastic pipe which is above ground shall be cleaned, primed and painted in accordance with this Section and insulated as specified herein. Any plastic (PVC) piping outside of the plant building which is above ground will be insulated as specified herein but will not require any special coating.

X-2 MATERIALS:

(A) **General.** All materials shall be as specified herein or as shown on the plans or be an approved equal. The Contractor shall request and receive written approval of any substitution prior to procurement.

(B) **Piping:** All piping shall be PVC pipe, ductile iron or steel pipe, as noted on the plans. Pipe flanges shall be ASTM 181 Standard Steel, slip on, raised face, general service and shall be assembled using 1/8" gaskets of SBR or neoprene rubber meeting the requirements of ANSI A21.11. Any threaded flanges shall be approved prior to using and back welded after assembly.

1. ~~C 900 PVC Pipe: PVC pipe shall meet the requirements of AWWA C 900 "Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4" Through 12" For Water" and shall be furnished in cast iron pipe equivalent outside diameters with either rubber gasketed separate couplings or with a preform bell accepting a gasket coupling as listed in the above standard.~~

~~All C 900 PVC Piping shall be DR25 (100 psi) and shall be furnished in nominal 20 foot laying lengths and, if provided with a separate coupling, the coupling shall come from the factory properly installed~~

~~on one end of the pipe. All Piping shall be installed to the grades and slopes as shown on the plans.~~

~~Each joint of the PVC pipe shall pass a hydrostatic integrity test at the factory of 4 times the pressure class for the pipe for 5 seconds. In addition, each rubber gasketed coupling and repair coupling shall pass the same hydrostatic integrity test at the factory at the rate of 4 times the pressure class of the coupling for 5 seconds.~~

~~All C-900 PVC Piping shall be factory tested as outlined in the above reference AWWA Specification C 900 for the test contained therein and limited to a minimum of sustained pressure, burst pressure, flattening and extrusion quality.~~

2. **~~Other PVC Sewer Piping:~~** ~~All other PVC gravity sewer pipe shall be in accordance with Section V of these specifications. All other PVC force main sewer pipe shall be in accordance with Section VI of these specifications.~~
3. **~~Other PVC Water Piping:~~** ~~All other PVC water pipe shall be in accordance with Section III of these specifications.~~
4. **~~Ductile Iron Pipe and Fittings:~~** ~~Ductile iron pipe shall meet the requirements of ANSI A21.51 (AWWA C151), latest revision. Thickness shall be Class 50 for sizes 3" through 12 inch. The pipe shall be designed in accordance with ANSI A21.50 (AWWA H3) for 250 psi working pressure plus a surge allowance of 100 psi, for a type 2 laying condition, flat bottom with bell holes for couplings and tamp backfill to spring-line of pipe with a 2 to 1 safety factor.~~
 - a. Mechanical joints shall conform to AWWA Standard C-111 (ANS/A-21.1).
 - b. Slip joints with rubber ring gaskets shall comply with AWWA Standard C-111 (ANSI/A-21.11).
 - c. Flanged joints shall conform to AWWA Standard C-115/A21-15, Class 250.
 - d. Fittings shall comply with AMSI/AWWA-C-111-A 21.10 for short bodied fittings rated at 250 PSI working pressure and shall be lined as specified above. Cast iron or ductile iron fittings may be used.
5. **~~Steel Pipe and Fittings:~~** ~~Steel pipe shall be ASTM A53, Type S, Grade A, Schedule 40, black, plain-end. All 2" diameter pipe and larger shall be welded, smaller diameter pipe can be threaded ends~~

with pipe sealer on threads. Pipe welds shall be 360° full penetration that will develop the full strength of the pipe.

(C) ~~Hydraulic Check Valves:~~ ~~The valve shall open to permit flow when inlet pressure is greater than the discharge pressure. When the discharge pressure is greater the valve shall close tightly to prevent return flow.~~

~~The valve shall be a diaphragm type globe, hydraulically operated by line pressure. It shall be spring loaded and have a single removable seat and a resilient disc. The valve stem shall be guided at both ends by a bearing in the valve cover and an integral bearing in the valve seat.~~

~~No external packing glands are permitted. The diaphragm shall not be used as a seating surface, and there shall be no pistons operating the valve. All necessary repairs other than replacement of the valve body shall be possible without removing valve from the line.~~

~~The valve shall contain auxiliary controls which permit adjustment of the opening and closing speeds. Hydraulic check valve shall be similar and equal to an "OCV" Model 94-3 as manufactured by OCV Control Valves, Tulsa, Ok.~~

(D) ~~Swing Check Valves:~~ Shall be iron body, fully bronze mounted with rubber faced disc, flanged end and shall be either lever and spring or lever and weight operated as shown on the plans. If weight operated, the weight shall be adjustable to any position on the lever. Valves shall be Mueller or equal.

(E) ~~Gate Valves:~~ Gate valves shall be iron body, bronze stem, rubber disc, resilient wedge seat type and shall be AWWA standard and shall be similar and equal to the AWWA non-rising stem gate valves as manufactured by the Mueller Company. The contractor shall furnish three (3) wrenches for each type of valve.

(F) ~~Butterfly Valves:~~ Butterfly valves shall be flanged end iron body; bronze mounted with bonded rubber or Teflon seat similar and equal to those manufactured by Mission Valve & Pump Co. with either removable throttling handles or crank handles (Gear actuator) as shown on the plans. Valves shall have a position indicator to indicate the position of the disc at all positions from full open to full closed.

(G) ~~Flow meter:~~ Flow meter shall be equipped with a sealed meter mechanism, magnetic drive and a sealed totalizer. Flanges shall be 300 lb. AWWA class "F" raised face steel flanges. Meter tube shall be fabricated steel with straightening vanes and shall be coated inside and outside with 12-15 mils of

fusion epoxy. Flow meter size shall be as indicated on the plans. Flow meter shall be similar and equal to a "Water Specialties" Model ML-04 as manufactured by Water Specialties Corporation, Porterville, Ca.

- (H) **Bolted Coupling:** A bolted coupling device ("dresser" coupling) for use on a well discharge assembly, shall be both a sealing and restraining device. Bolted couplings shall be similar and equal to a style 711 bolted coupling device, as manufactured by Dresser Piping Specialties, Dresser, Inc.
- (I) **Deep Well Valve:** Air release valve for a deep water well application shall have a ductile iron, steel or cast iron body and shall have a float of either composition or stainless steel. Air release valve for a deep water well application shall be similar and equal to "Crispin" as manufactured by Crispin Multiplex Manufacturing Co., Berwick, Penn.
- (J) **Utility Gauges:** Utility gauges shall have a 4" diameter stainless steel case, polycarbonate lens, $\frac{1}{2}$ " NPT inlet and shall be glycerin filled. Gauges shall come equipped with a dial and pointer of contrasting color. Range of individual gauges shall be as indicated on the plans. Gauges shall be similar and equal to a "Stewart" as manufactured by Stewarts USA, Houston, Tx.

X-3 SURFACE PREPARATION, PRIMING AND PAINTING:

- (A) **General:** All exposed metal, piping, valves, fittings, tanks, building components, etc., inside and outside the (water / sewer) plant building which has not already received a suitable system of paints from the factory shall be cleaned, primed and painted as specified hereafter.
- (B) **Surface Preparation:** All steel surfaces to be painted shall be prepared by sandblasted or other methods to a commercial grade finish in accordance with the Steel Structures Painting Council Specification SSPC-SP-6-Latest Revision.
- (C) **Potable Water Mains:** All metal, after cleaning, shall be primed and painted on the inside and outside of the pipe. All painting shall be done in accordance with SSPC Paint Applications Specifications No. 1 Latest Revision and in accordance with the Manufacturer's suggested application procedures.
 1. The inside of all ductile iron piping shall be cement lined.
 2. The outside coating system of all above ground piping shall be similar and equal to a three (3) coat system of Tnemec 66-1211 with

~~a dry film thickness of 14.0 mils as manufactured by Fast Fabricators, Inc.~~

3. ~~The outside coating system of all below ground piping shall be painted with two (2) coats of Coal Tar Epoxy paint. Each coat shall have a Dry Film Thickness of 6.0-8.0 mils, for a total Dry Film Thickness of 12.0-16.0 mils. The limits of the Coal Tar Epoxy application shall be all piping below or in contact with the ground surface, to a point 12" above the mean ground surface.~~

(D) Sewer Lines: All metal, after cleaning, shall be primed and coated on the inside and outside of the pipe.

1. The inside coating system of all above ground piping shall be similar and equal to a one (1) coat system of SP-2000 ceramic epoxy with a dry film thickness of 40 mils as manufactured by Fast Fabricators, Inc.
2. The outside of all above ground ductile iron piping shall be painted with one (1) coat of Coal Tar-Epoxy paint. The total Dry Film Thickness shall be 6.0-8.0 mils. The limits of the Coal Tar Epoxy application shall be all piping inside or outside of buildings or structures, to a point that is 12" before contact with ground surface.
3. The outside of all below ground ductile iron piping shall be painted with two (2) coats of Coal Tar-Epoxy paint. Each coat shall have a Dry Film Thickness of 6.0-8.0 mils, for a total Dry Film Thickness of 12.0-16.0 mils. The limits of the Coal Tar Epoxy application shall be all piping below or in contact with the ground surface, to a point 12" above the mean ground surface.

(E) Safety: The Contractor shall take the necessary safety precautions in accordance with the manufacturer's recommendations, or the standard of the industry, as the material used for the priming, painting, etc., are often flammable, toxic, or have other potentially harmful effects. The Contractor shall provide adequate safety equipment and use adequate procedures to protect his workman, representative of the Owner, Engineer, etc., who might be on the site during painting operations.

X-4 PIPING COLOR CODE:

To facilitate identification of piping in plants and pumping stations the following color scheme shall be utilized:

WATER LINES

Raw	Olive Green
Settled or Clarified	Aqua
Finished or Potable	Dark Blue

CHEMICAL LINES

Alum	Orange
Ammonia	White
Carbon Slurry	Black
Chlorine (Gas and Solution)	Yellow
Fluoride	Light Blue with Red Band
Potassium Permanganate	Violet
Sulfur Dioxide	Light Green with Yellow Band

WASTE LINES

Backwash Waste	Light Brown
Sludge	Dark Brown
Sewer (Sanitary or other)	Dark Gray

OTHER

Compressed Air	Dark Green
Gas	Red
Other Lines	Light Gray

In situations where two colors do not have sufficient contrast to easily differentiate between them, a six-inch band of contrasting color should be painted on one of the pipes at approximately 30 inch intervals. The name of the liquid or gas should also be painted on the pipe. In some cases it may be advantageous to paint arrows indicating the direction of flow.

X-5 INSULATION:

Where indicated on the plans, all piping, valves, tees, fittings, etc., which are exposed to the weather shall be insulated with a rigid installation similar and equal to foamglas insulation as manufactured by Pittsburgh Corning. The insulation shall be furnished in sectional form in 2" thickness, and the insulation shall be jacketed with tin or aluminum sheeting, securely banded with metal bands provided for the jacketing. Screw clamps are not acceptable. The insulation shall be installed in a workmanship like manner and all existing insulation shall be removed and properly disposed of.

X-6 MEASUREMENT AND PAYMENT:

No direct measurement or payment will be made for any items of work required by this section and all costs incidental thereto shall be included in the Unit Price Bid Item or the Lump Sum Bid Item for the facility for which the items of this section are to become a part.

END OF SECTION

SECTION XIV
PRIMARY CLARIFIER REPAIRS

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SECTION XIV

PRIMARY CLARIFIER REPAIRS

XIV-1

GENERAL:

The work provided for in this section consists of furnishing a permanent steel suspension arm of the sizes and configurations as indicated on the plans.

XIV-2

SCOPE OF WORK:

(A) Clarifier Rehab:

1. Drain, clean-out and inspect the existing clarifier.
2. During the draining process, transfer all liquid back into Clarifier #2 for treatment.
3. Remove and properly dispose of all sludge from the clarifier basin.
4. Sludge must be hauled to a qualified and acceptable landfill.
5. Remove existing suspension arm from clarifier and properly dispose arm.
6. Replace, in kind, suspension arm as indicated on the plans.

XIV-3

INSTALLATION:

(A) Field Assembly:

1. Set shop painted structural frames accurately to the lines and elevations indicated.
2. Align and adjust members forming part of a complete frame or structure before fastening permanently.
3. Clean the bearing surface, and other surfaces which will be in permanent contact, before assembly.
4. Adjust and field cut as required, to compensate for discrepancies in elevation and alignment (only with written permission from Project Engineer).
5. Level and plumb individual members of the structure within specified AISC tolerances.
6. Establish required leveling and plumbing measurements on the mean operating temperature of the structure, making allowances for the difference between temperature at time of erection and the mean temperature at which the structure will be when completed and in service.
7. Comply with AISC specifications for bearing, adequacy of temporary connections, alignment, and the removal of paint on surfaces adjacent to welds.

(B) Shop Welding: All components shall be assembled and welded off-site, cleaned and shop painted according to the below specifications.

(C) **Field Welding (If Required):** Should the Project Engineer require any field adjustments to any of the suspension arm, field welding shall be required. Field welding of a suspension arm shall only be performed with written permission from the Project Engineer. All field welding shall conform to the American Welding Society (AWS) "Structural Welding Code – Steel" ANSI/AWS D1.1-90.

(D) **Field Painting (If Required):** Should the Project Engineer require any field adjustments to the suspension arm, field painting shall be required and any field welded locations. After completion of adjustments, all field welded and/or field bolted connections shall be thoroughly cleaned. All connections, abraded spots, etc. shall be painted with a two (2) coat system as specified above.

XIV-4

PAINTING:

(A) **Storage and Handling:**

1. All materials delivered shall be in original sealed and labeled containers of the paint manufacturer.
2. Store materials in a protected area at temperatures between 45°-70° F.
3. All coatings and paint shall be stored in enclosed structures to protect them from weather and excessive heat or cold. Flammable coatings or paint must be stored to conform to City, County, State and Federal safety codes for flammable coating or paint materials. At all times, coatings and paints shall be protected from freezing.
4. In order to protect the environment, care shall be taken when handling, mixing, applying, etc. the coating. Measures shall be taken by the contractor to ensure that no quantity of material is allowed to reach the ground by spillage or atomization.
5. *It shall be noted that the specified coating has a short shelf life and should not be ordered until the paint application is ready to begin.*

(B) **Project Conditions:**

1. Interior Coating Application
 - a. Coatings shall be applied during good painting weather, and during descending temperatures.
 - b. Air and surface temperatures shall be between 60° F and 110°F.
 - c. Surface temperature shall be at least 5° F above dew point.
 - d. Relative humidity shall be below 80%.

(C) **Equipment:**

1. Contractor shall have equipment recommended by the manufacturer prior to the application.

(D) Surface Preparation:

1. Steel Pipe: Abrasive blast all surfaces to be coated in accordance with SSPC-SP5/NACE 1 White Metal Blast Cleaning with a minimum angular anchor profile of 3.0 mils.

(E) Application:

1. Painting of all shop welded components shall be performed prior to delivery to the project site. All materials shall be applied in accordance with manufacturer's directions.
2. All materials shall be applied under adequate illumination.
3. No painting or finishing shall be done under environmental conditions, which could change significantly during the initial stages of the curing process thereby resulting in an inferior finish quality. The surfaces to be painted shall be at least 5° F. above the dew point prior to and during the initial stages of the curing process. Do not apply finishes in spaces where dust is being generated during the initial stages of the coating curing process.

(F) Coating System:

1. Apply Tnemec Series 120-5002 Vinester to all surfaces at a rate of 15 to 18 dry mils.
2. Apply Tnemec Series 120-5001 Vinester to achieve a film thickness of 15 to 18 dry mils.
3. Unless otherwise specified, follow all recoat windows in accordance with manufacturer's instructions.

(G) Testing:

1. After the coating has been installed, perform holiday testing in accordance with RPO 188.

(H) Touch-up and repair:

1. At completion, all painted surfaces and coatings shall be inspected. All damaged spots, whether due to defective materials or workmanship or defects of surfaces covered shall be touched up and the finish restored. Additional coats of paint and coatings required to cover all spots or discoloration of every sort shall be applied at no additional costs to the Owner.

(I) Workmanship and Cleanup:

1. The contractor shall keep the premises clean at all times and remove all rubbish as often as directed by the Engineer. All debris is to be removed from the grounds.

(J) Product Data Sheets:

1. Product data sheets for the above referenced painting system will be made available, by any interested parties, through the Project Engineer.

MEASUREMENT AND PAYMENT:

No direct measurement or payment will be made for the replacement of the Suspension Arm, unless an item is specifically included in the Bid Proposal Form for said structure and all cost incidental to the structure will be included in the Lump Sum Price paid for whatever item or project that the Suspension Arm is to become a part of it.

END OF SECTION