STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

CONSTRUCTION PROPOSAL

LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

FEDERAL AID PROJECT

STATE PROJECT NO. H.013561
CONTROL SECTION NOS. 450-03 & 450-91
I-10: PAVEMENT MARKER REPLACEMENT I
ROUTE I-10
CALCASIEU & JEFFERSON DAVIS PARISHES

STATE OF LOUISIANA
BETTY ELLZEY
REG. No. 31263
REGISTERED
PROFESSIONAL
ENGINEER IN
CIVIL ENGINEERING

31 July 2018

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NOTICE TO CONTRACTORS (11/16)

Electronic bids and electronic bid bonds for the following project will be downloaded by the Louisiana Department of Transportation and Development (LA DOTD) on **Wednesday, September 12, 2018. Paper bids and paper bid bonds will not be accepted.** Electronic bids and electronic bid bonds must be submitted through www.bidx.com prior to the electronic bidding deadline. Beginning at 10:00 a.m., all bids will be downloaded and posted online at http://wwwapps.dotd.la.gov/engineering/lettings/. No bids are accepted after 10:00 a.m.

SBE GOAL PROJECT
STATE PROJECT NO. H.013561
CONTROL SECTION NOS.: 450-03 & 450-91
FEDERAL AID PROJECT NO. H013561
DESCRIPTION: I-10: PAVEMENT MARKER REPLACEMENT I
ROUTE: I-10
PARISHES: CALCASIEU & JEFFERSON DAVIS
LENGTH: 10.375 miles.
TYPE: REFLECTORIZED RAISED PAVEMENT MARKERS, AND RELATED WORK.
LIMITS: State Project No. H.013561 (Control Section No. 450-03): LOCATED ON ROUTE I-10 FROM THE CALCASIEU PARISH LINE to ITS INTERCHANGE WITH ROUTE US 165.
LIMITS: State Project No. H.013561 (Control Section No. 450-91): LOCATED ON ROUTE I-10 FROM ITS INTERCHANGE WITH ROUTE I-210 to THE CALCASIEU PARISH LINE.
ESTIMATED COST RANGE: $100,000 to $250,000

The estimated cost range is for informational purposes only and may be subject to change. The bid prices received from bidders will be evaluated based on the actual estimate value, which will be published at bid opening, for award determination.

PROJECT ENGINEER: THEVIS, TYSON; 5827 US 90 East, Lake Charles, LA 70615; (337) 437-9200.
PROJECT MANAGER: HOYT, RYAN.

Bids must be prepared and submitted in accordance with Section 102 of the *2016 Louisiana Standard Specifications for Roads and Bridges* as amended by the project specifications, and must include all information required by the proposal.

Prior to the electronic bid submission deadline, ONLINE BIDDER REGISTRATION for each project bid is REQUIRED. Online Bidder Registration may be accessed via the Internet at wwwsp.dotd.la.gov. Select the following options: ***BUSINESS Working With DOTD***, then ***Project Letting Info***, then ***Online Bidder Registration***.

When completed, a registration confirmation notice will be displayed and may be printed by the bidder. When approved for bidding, the bidder's name will be placed on the "List of Prospective Bidders" located on the LA DOTD Internet website. **It is the bidder's responsibility to review the "List of Prospective Bidders" to ensure approval to bid.** If a bidder does not register for a project, the bid will not be accepted by LA DOTD. As per 102.04.5 of the 2016 edition of the *Louisiana Standard Specifications for Roads and Bridges*, no bidders will be approved for bid registration within 24 hours before the bid opening. All bidders must register to bid before that deadline. If further information is required, please contact Mr. Alfonzo Simon, email: Alfonzo.Simon@la.gov, (225) 379-1111, fax : (225) 379-1857.

Plans and proposals are available in electronic format ONLY. All Plans, Proposals, Addenda, Amendments, Letters of Clarification, and Withdrawal Notices will be posted online. **Paper notices will not be distributed.**

Construction proposal information may be accessed via the Internet at wwwsp.dotd.la.gov. From the LA DOTD home page, select the following options: ***BUSINESS Working With DOTD***, then ***Project Letting Info***. Once the ***Construction Letting Information*** page appears, find the ***Notice to Contractors*** box. From the drop down menu, select the appropriate letting date and press the "Go To" button to open the page, which provides a listing of all projects to be let and a ***Construction Proposal Documents*** link for each project. All project specific notices are found here. **It will be the responsibility of the bidder to check for updates.** Additionally, plans and specifications may be seen at the Project Engineer's office. Upon request, the Project Engineer will show the project site.

All questions concerning the plans shall be submitted via the Electronic Plans Distribution Center known as **Falcon**. All submitted questions will be forwarded by email to the Project Manager and the Project Engineer. Questions submitted within a period of 96 hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays, may not be answered prior to bidding. Falcon may be accessed via the Internet at wwwsp.dotd.la.gov. From the home page, select ***BUSINESS Working With DOTD***, then select ***Project Letting Info***. On the Construction Letting Information page, select the link, ***DOTD Plans Room (Falcon)***; Login to Falcon (or request an ID if a first-time user). Once logged in, you will have access to view Project Information, submit a question concerning the project, and view the plans. To avoid any suggestion that a potential bidder is using the Falcon system to communicate with other potential bidders, DOTD will not post any question or any statement of fact or opinion not made for the purpose of seeking clarification of plans and/or specifications. Any non-questions posted on falcon will be limited to the statement of an issue considered unresolved by a previous DOTD response.

NOTICE TO CONTRACTORS (11/16)

Bidders assume the responsibility for accessing the Apparent Bid Results and final Bid Results on the Construction Letting Information web page located at wwwapps.dotd.la.gov/engineering/lettings/ to confirm whether they are the apparent low bidder for any given project and the specific due date of Form CS-6AAA. **Apparent Low Bidders on Disadvantaged Business Enterprises (DBE)/Small Business Element (SBE) Goal Projects shall comply fully with the "Required Contract Provisions for DBE/SBE Participation in Federal Aid Construction Contracts (DBE/SBE Goal Project)" contained in Section "G" of the Proposal; and, in accordance therewith, Apparent Low Bidders shall submit the completed Form CS-6AAA and Attachments to the LA DOTD Compliance Programs Office.** The award of the contract will be electronically submitted to the successful low bidder on each project.

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

GENERAL BIDDING REQUIREMENTS (11/16): The specifications, contract and bonds governing the construction of the work are the 2016 Edition of the Louisiana Standard Specifications for Roads and Bridges, together with any supplementary specifications and special provisions attached to this proposal.

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

The plans herein referred to are the plans approved and marked with the project number, route and Parish, together with all standard or special designs that may be included in such plans.

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

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

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

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

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

MANDATORY ELECTRONIC BIDS AND ELECTRONIC BID BONDS SUBMISSION (11/16): This project requires mandatory electronic bidding. All Specifications, whether Standard, Supplemental or Special Provisions, are hereby amended to delete any references regarding paper bids and the ability to submit paper bid forms.

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

Modifications to proposal documents will be posted on the Department's website at the following URL address: http://wwwapps.dotd.la.gov/engineering/lettings/.

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

MANDATORY ELECTRONIC PAYROLL SUBMISSION (12/16): This project requires mandatory submission of contractor payrolls using the AASHTOWare Civil Rights & Labor Software. All Specifications, whether Standard, Supplemental or Special Provisions, are hereby amended to delete any references regarding paper payrolls and the ability to submit such paper payroll forms.

SBE PARTICIPATION IN FEDERAL AID CONSTRUCTION CONTRACTS (11/16): This project is a SBE goal project. In accordance with the Required Contract Provisions for SBE Participation in Federal Aid Construction Contracts elsewhere herein, the SBE goal for approved subcontracting work on this project is **two (2) percent** of the total contract bid price. The contractor shall submit DOTD Form OMF-1A (Request to Sublet) and have it approved by the Department before any subcontract work is done on the project. Only those businesses certified by the Department as Small Business Element (SBEs) may be utilized in fulfillment of the SBE goal requirement. Such businesses are those certified by the Louisiana Department of Transportation and Development, City of Baton Rouge, and Regional Transit Authority on the basis of economically disadvantaged in accordance with Section 8(a) of the Small Business Act, as amended and Title 49, Code of Federal Regulations, Part 26.39 (49 CFR 26.39).

BUY AMERICA PROVISIONS (11/16): Pursuant to the "Buy America Provisions" of the Surface Transportation Assistance Act (STAA) of 1982 as promulgated by current FHWA regulation 23 CFR 635.410 and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) amendment to (STAA), all steel and iron materials permanently installed on this project shall be manufactured, including application of a coating, in the United States, unless a waiver of these provisions is granted. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. The request for waiver must be presented in writing to the Department by the contractor. Such waiver may be granted if it is determined that:

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

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

Minimal use of foreign steel and iron materials will be allowed without waiver provided the cost of these materials does not exceed 0.l percent of the total contract cost or $2,500, whichever is greater; however, the contractor shall make written request to the Chief Construction Division Engineer for permission to use such foreign materials and shall furnish a listing of the materials, their monetary value, and their origin and place of production.

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

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

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

CARGO PREFERENCE ACT OF 1954 (CPA) (11/16): Where applicable, the contractor must comply with all requirements of the Cargo Preference Act of 1954, as amended, and with

its implementing regulations in 46 CFR 381. The provisions of 46 CFR 381.7(a)-(b) are hereby incorporated by reference into this contract.

MAINTENANCE OF TRAFFIC (08/17): 104.03 of the 2016 Standard Specifications is amended to include the following requirements.

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

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

Lane closures shall only be allowed during the following times:

Monday thru Thursday	8 pm to 4 am
Friday	11 pm to 4 am
Saturday	11 pm to 9 am
Sunday	8 pm to 10 am

No lane closures are allowed when work is not being performed.

No work shall be allowed, all lanes shall be open, and all time charges shall stop during New Year's, Mardi Gras, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas holiday periods, and other events as directed by the project engineer. No work shall be allowed, all lanes shall be open, and all time charges shall stop in preparation for or during hurricane contra flow operations.

TEMPORARY MEDIAN CROSSOVERS (11/16): The Standard Specifications is amended to include the following.

Temporary median crossovers must conform to the requirements of EDSM Number IV.1.1.14, Median Crossovers on Interstate Highways, and the following.

The contractor may construct a limited number of temporary median crossovers for use of construction equipment. The number, location and design of the crossovers shall be approved by the engineer.

The contractor shall provide and maintain the appropriate signing and flaggers during use of the crossovers. The use of the crossovers and proper signing shall be as approved by the engineer. Crossovers shall be barricaded as directed when not in use.

Maintenance and removal of the crossovers will be the responsibility of the contractor.

All materials, equipment and labor used in the construction, maintenance and removal of temporary construction crossovers shall be at no direct pay.

SANITARY, HEALTH AND SAFETY PROVISIONS (11/16): 107.06 of the 2016 Standard Specifications is amended to include the following requirements.

If the contractor provides an Emergency, Health and Safety (EHS) plan during the preconstruction conference, all Department employees assigned to the project shall comply with the plan while on or adjacent to the job site. The contractor shall not be liable under 107.17 for bodily injuries, death, or damages sustained by the Department, or by any Department employee, due directly to the Department employee's failure to abide by the EHS plan provided by the contractor.

PUBLIC CONVENIENCE AND SAFETY (11/16):
Subsection 107.07 of the Standard Specifications is amended to include the following.

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

The three types of law enforcement services are Police Presence, Police Enforcement and Police Traffic Control.

Police Presence is defined as the use of police officers at the beginning of the active work zone area utilizing their blue lights to gain the attention of drivers. The presence officer shall be certified by DOTD in accordance with the DOTD Policy on the Use of Police Officers in Construction/Maintenance Work Zones to only be used if the following criteria exist:

(a) On multi-lane divided highways (interstates, etc.) where the posted speed limit is 50 mph and greater,

(b) When there is a lane closure, and

(c) If the Project Engineer anticipates a queue.

If all three of the above conditions do not exist, the Department does not consider a Presence officer to be necessary and will not reimburse the contractor for it.

Police Enforcement is utilized when enforcement is required to enhance the safe operation of the work zone.

Police Traffic Control is to be used in detour / diversion situations.

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

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

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

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

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

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

Hourly Rate

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

This rate shall be paid per the individual police agency department policy up to $40/hr max.

The officer may also receive 1 hr total of travel time at $40/hr to get to and from the worksite if requested by the officer and the detail is further away from his usual domicile.

Vehicle Use Fee

$25 per vehicle per day - vehicle use fee (if this individual police agency department policy exists)

If the vehicle is parked on the detail or 49 or less miles are accrued, the vehicle charge is $25 (stationary operation). If the vehicle is driven 50 miles or more during the detail (moving operation), the charge is determined by the number of miles driven in accordance with the following table:

Chargeable Miles	Fee
0 - 49 miles	$25.00
50 - 99 miles	$50.00
100 - 199 miles	$75.00
200 - 299 miles	$100.00
300 miles and over	$125.00

Mileage to the detail or return mileage shall not be included in the vehicle use fee.

CONTRACTOR'S RESPONSIBILITY FOR WORK (03/18):

Section 107 Legal Relations and Responsibility to Public of the 2016 Louisiana Standard Specifications for Roads and Bridges is amended as follows.

Section 107.19 Contractor's Responsibility for Work, the first sentence of the 2nd paragraph is revised as follows:

1. Guard rail, impact attenuators, cable barriers, and other such devices shall be repaired as soon as possible after damage.

SUBLETTING OF CONTRACT (11/16): In accordance with 108.01 of the Standard Specifications, the following items are designated as "Specialty Items":

731-03-00100 Removal of Raised Pavement Markers

PAYMENT ADJUSTMENT (11/16): Section 109, Measurement and Payment of the Standard Specifications is amended to add the following.

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

NONPLASTIC EMBANKMENT (11/17):
Section 203.09.1 of the 2016 Louisiana Standard Specifications for Roads and Bridges is deleted and amended as follows:

203.09.1 Materials: Non-plastic embankment material shall comply with 1003.02 or the following, unless otherwise specified on the plans.

AGGREGATE SURFACE COURSE (12/17):
Section 401 of the 2016 Louisiana Standard Specifications for Roads and Bridges is amended as follows:

401.07.1 General: has been deleted and replaced with the following:

401.07.1 General: Place material and shape by suitable means. Compact with an approved roller. Continue to shape and compact until the surface conforms to the required sections and has a tight, uniform surface free from ruts and waves.

TEMPORARY TRAFFIC CONTROL (11/17): Section 713 Temporary Traffic Control of the 2016 Standard Specifications and the supplemental specifications thereto is amended as follows:

Section 713.02 Materials is deleted and replaced with the following:

713.02 MATERIALS. Materials for temporary signs, barricades, barriers, and related devices shall comply with the following sections and subsections:

Portland Cement Concrete	901
Reinforcing Steel	1009.01
Backing Material	1015.04.2
Reflective Sheeting	1015.05
Sign Enamels, Paints, Silk Screen, Overlay Film, and Digital Printing	1015.07
Temporary Pavement Markings	1015.08
Raised Pavement Markers & Adhesive	1015.09
Thermoplastic Pavement Markings	1015.10
Traffic Paint	1015.12
Barricade Warning Lights	1018.13

713.02.1 Temporary Pavement Markings: Temporary pavement markings shall be a minimum of 4 inches wide.

713.02.2 Reflective Sheeting: Reflective sheeting requirements for temporary signs, barricades, channelizing devices, drums, and cones shall comply with Section 1015.05.6

Table 713-1 Temporary Pavement Marking is deleted and replaced with the following:

Table 713-1
Temporary Pavement Marking [1, 2, 3, 4]

		Two-lane Highways	Undivided Multilane Highways	Divided Multilane Highways
SHORT TERM	All ADT's with time >7 days and ≤ 30 days	Edgelines required.	Double yellow centerline and edgelines required.	Edgelines required.
LONG TERM	All ADT's with time >30 days	Standard 10-ft lane lines, no-passing zone markings required	Standard 10-ft lane lines required.	Standard 10-ft lane lines required.

[1] Centerline and lane lines without no-passing zone, with no-passing zone signs shall be installed at the end of each day's operation. Double yellow centerline required for all ADT's with time <7 days on undivided multilane highways.

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

[3] On all Asphalt Surface Treatments that are open to traffic and used as a final wearing course or as an interlayer, temporary pavement markings (tabs) on 20-foot centers shall be used in lieu of the 4-foot tape on 40-foot centers.

[4] A $150 per day penalty will be assessed the contractor if Table 713-1 is not adhered to.

Section 713.07.1 Short-term Pavement Markings is deleted and replaced with the following:

713.07.1 Short-term Pavement Markings: Provide short-term pavement markings on all pavement surfaces under traffic according to Table 713-1.

Install temporary striping tape a minimum of 4 feet long on a maximum of 40-foot centers on centerlines of two-lane highways and lane lines of multilane highways. When short-term pavement markings require no-passing zone markings or double yellow centerlines on undivided multilane highways, use any of the temporary

pavement markings listed in 713.02. Removal of short-term pavement markings only required on the final surface.

Section 713.07.2 Long-term Pavement Markings is deleted and replaced with the following:

713.07.2 Long-term Pavement Markings: Provide long-term pavement markings on all surfaces not covered by an additional surface according to Table 713-1. Long-term pavement markings shall include, but are not limited to, standard lane and centerline markings, edge lines, no-passing zone markings on two-lane highways, stop bars, and legend and symbol markings as shown on the permanent pavement marking details. Layout work for exact location of markings will only be required on the final wearing surface. These markings include all of the pavement markings listed in 713.02.

Long-term markings do not include the installation of raised pavement markers.

SIGNS AND PAVEMENT MARKINGS (12/17): Section 1015 Signs and Pavement Markings is deleted and replaced with the following:

1015.01 GENERAL REQUIREMENTS. Signs and pavement markings materials shall comply with these specifications, the plans and the MUTCD. When directed, the contractor shall furnish and prepare samples for testing in accordance with Department instructions.

1015.02 METALS.

1015.02.1 Ferrous Metals:

1015.02.1.1 Structural Steel: Structural steel for posts, stringers, framing and miscellaneous steel shall comply with AASHTO M 270, Grade 36. Steel shall be galvanized in accordance with 811.08.

1015.02.1.2 Steel Pipe: Steel pipe or tubing for structures shall be Schedule 40 (STD) complying with ASTM A53, Type E or Type S Grade B, or hot formed tubing complying with ASTM A36 and ASTM A501.

1015.02.1.3 U-Channel Steel Posts for Small Signs, Markers, and Delineators: Posts shall be steel of the flanged channel type shown on the plans, galvanized after fabrication in accordance with 811.08. Before fabrication, posts shall be within 3.5 percent of the specified weight.

Posts shall be fabricated from steel complying with either ASTM A499, Grade 60 with chemical properties conforming to ASTM A1 for 91 lb/yd or heavier rail steel, or ASTM A576, Grade 1080 with 0.10 to 0.20 percent silicon. Holes 3/8 inch in diameter shall be drilled or punched through the middle of each post on one inch centers for the full length of the post.

1015.02.1.4 Square Tubing for Small Signs, Markers, and Delineators: Use 2 inches x 2 inches square tubing.

The square tubing shall conform to ASTM A1011, Grade 50 for hot rolled carbon steel, structural quality. The average minimum tensile strength after cold-forming is 60,000 psi. The cross section of the square tubing shall be a square tube formed and carefully rolled to size and

shall be welded by high frequency resistance welding and externally scarfed to agree with corner radii and dimensional tolerances shown in the DOTD Roadside Traffic Sign Standard Details. It shall be manufactured from hot-dipped galvanized steel conforming to ASTM A653, G90, Structural Quality, Grade 50, Class 1. The weld shall be hot zinc coated after the scarfing operation. The steel shall be coated with a chromate conversion coating and a clear organic polymer topcoat.

Perforated sign posts shall be 2 inches x 2 inches square tubing for the upright sign post and 2 1/4 inches x 2 1/4 inches x 3 feet shall be used for anchoring into soil using wet concrete in accordance with the Roadside Traffic Sign Standard Plans.

1015.02.1.5 Square Tubing Breakaway Supports, Hardware and Related Accessories: These items shall meet the specifications in DOTD Roadside Traffic Sign Standard Details. The breakaway support shall be a Kleen-Break Model 425 post coupler manufactured by Xcessories Squared.

1015.02.2 Aluminum Alloy: Structural members shall be aluminum complying with ASTM B221 or ASTM B429, Alloy 6061-T6.
Miscellaneous aluminum shall comply with ASTM B209, Alloy 6061-T6.

1015.02.3 Connectors:

1015.02.3.1 Structural Bolts, Nuts and Washers: High strength bolts shall comply with ASTM A325, and other bolts shall comply with ASTM A307, Grade A or Grade B. Bolts shall have hexagonal heads and include two flat washers and one lock washer and one hexagonal-head nut. Bevel washers, where required, shall be wrought steel. Bolts, nuts and washers shall be galvanized in accordance with ASTM A153 or by an approved mechanical galvanizing process complying with ASTM B695 that provides the same coating thickness.

Anchor bolts shall comply with ASTM F1554. Anchor bolts shall be hot dip galvanized in accordance with ASTM A153.

Stainless steel bolts shall comply with ASTM F593, alloy groups 1, 2, or 3 (except alloys 303 or 303 Se), with a minimum tensile strength of 70,000 psi.

1015.02.3.2 Fasteners: Use vandal resistant aluminum alloy fasteners with brasier heads complying with ASTM B316, Alloy 2024-T4, to attach Interstate, Louisiana, and U.S. shields to the sign panel.

1015.03 FLEXIBLE POSTS. Flexible posts for delineators shall be from the Approved Materials List.

1015.04 SIGN PANELS. Flat sign panels shall be marked on the front bottom edge with MUTCD code, initials of the manufacturer and the date. Extruded panels shall be marked on the back in accordance with the standard plans.

1015.04.1 Permanent Sign Panels: New and recycled flat panels shall be aluminum sheets or plates complying with ASTM B209, Alloy 6061-T6 or Alloy 5052-H38. New and recycled extruded aluminum panels shall comply with ASTM B221, Alloy 6063-T6 and after fabrication, shall have a flatness equal to or less than 0.031 inch per foot of length and 0.004 inch per inch of width. The traceability paperwork shall be maintained and available from the fabricator for 7 years.

1015.04.2 Temporary Sign Panels: Substrate for barricade panels shall be rigid thermoplastic. Substrate for portable signs shall be new or recycled aluminum, wood or plastic.

Substrate for post mounted signs shall be new or recycled aluminum, wood, rigid thermoplastic or aluminum clad low density polyethylene plastic.

1015.04.2.1 Aluminum: Aluminum sheeting shall be 0.080 inch thickness complying with ASTM B209, Alloy 6061-T6 or Alloy 5052-H38.

1015.04.2.2 Wood: Plywood sheeting of exterior type grades either High Density Overlay or Medium Density Overlay are acceptable for use provided the following requirements are met.

Panels shall be a minimum of 5/8 inch thick, shall comply with the latest American Plywood Association specifications, and shall be identified with the APA edge mark or back stamp to verify inspection and testing. Prior to application of reflective sheeting, the surface shall be abraded with steel wool or fine sandpaper, and wiped thoroughly clean. The surface shall dry a minimum of 8 hours prior to application of sheeting. Cut edges of plywood panels shall be sealed with an approved aluminum pigmented polyurethane sealer.

1015.04.2.3 Plastic: Plastic substrate for barricade panels and signs shall be as follows:

1015.04.2.3.1 Fiber Reinforced Vinyl (PVC): The substrate shall have a nominal composite thickness of 0.04 inches and be bonded to an approved retroreflective material by the manufacturer.

1015.04.2.3.2 Rigid Thermoplastic: Rigid thermoplastic substrate shall consist of either High Density Polyethylene (HDPE) or High Density Polycarbonate (HDPC). The rigid thermoplastic for barricade panels shall be hollow core HDPE or HDPC with a minimum thickness of 0.625 inch. The thermoplastic for sign panels shall be 0.40 inch thick thin wall, fluted substrate or 0.625 inch thick blow molded substrate. Substrates shall be sufficiently rigid to maintain a flat face and shall be capable of attachment to the sign mounting in such a manner as not to crush or otherwise deform the substrate. Reflectorized sheeting applied to rigid thermoplastic shall have its manufacturer's approval for use on the substrate.

1015.04.2.3.3 Aluminum Clad Low Density Polyethylene (AL/LDPE) Plastic: The aluminum clad low density polyethylene plastic substrate shall be 0.080 inch thick. The substrates shall be sufficiently rigid to maintain a flat face and shall be capable of attachment to the sign mounting in such a manner as not to crush or otherwise deform the substrate. Reflectorized sheeting applied to aluminum clad low density polyethylene shall have its manufacturer's approval for use on this substrate.

1015.05 REFLECTIVE SHEETING.

1015.05.1 Permanent and Temporary Standard Sheeting:

Reflective sheeting shall be one of the following standard types as specified on the plans and complying with ASTM D4956 except as modified herein. Reflective sheeting shall be from the Approved Materials List.

Type III - A high-intensity retroreflective sheeting. This sheeting is typically encapsulated glass-bead retroreflective material.

Type IV - A “high-intensity” retroreflective sheeting, typically used for permanent highway signing, construction zone devices and delineators. This sheeting is typically a unmetalized microprismatic retroreflective element material.

Type V - A “super high-intensity” retroreflective sheeting, typically used for delineators. This sheeting is typically a metalized microprismatic retroreflective element material.

Type VI - An elastomeric, high-intensity retroreflective sheeting without adhesive. This sheeting is typically a vinyl microprismatic retroreflective element material.

Type VIII – A "super high-intensity" retroreflective sheeting, typically used for permanent highway signing, construction zone devices and delineators. This sheeting is typically an unmetalized microprismatic retroreflective element material.

Type IX – A "super high-intensity" retroreflective sheeting, typically used for permanent highway signing, construction zone devices and delineators. This sheeting is typically an unmetalized microprismatic retroreflective element material.

Type XI – A "super high-intensity" retroreflective sheeting, typically used for permanent highway signing, construction zone devices and delineators. This sheeting is typically an unmetalized microprismatic retroreflective element material.

1015.05.2 Fluorescent Pink Retroreflective Sheeting: Signs for temporary control of traffic through incident management areas shall be fluorescent pink retroreflective sheeting, shall meet the requirements of ASTM D4956 Type VI, and comply with the MUTCD. Temporary traffic control signs for incident management shall be placed to notify motorists of upcoming incidents on the roadway, and shall be removed from public view once the incident has been managed.

1015.05.3 Deleted

1015.05.4 Adhesive Classes: The adhesive required for retroreflective sheeting shall be Class 1 (pressure sensitive) as specified in
ASTM D4956.

1015.05.5 Accelerated Weathering: Reflective sheeting, when processed, applied, and cleaned in accordance with the manufacturer's recommendations, shall perform in accordance with the accelerated weathering standards in Table 1015-4.

Table 1015-4 Accelerated Weathering Standards[1]

Type	Retroreflectivity[2]				Colorfastness[3]	
	Orange/ Fluorescent Orange		All colors, except Orange/ Fluorescent Orange		Orange/ Fluorescent Orange	All colors, except Orange/ Fluorescent Orange
III	1 year	80[4]	3 years	80[4]	1 year	3 years
III (for drums)	1 year	80[4]	1 year	80[4]	1 year	1 year
V	1 year[5]	80[6]	3 years[5]	80[6]	1 year[5]	3 years[5]
VI	1/2 year	50[7]	1/2 year	50[7]	1/2 year	1/2 year
IV, VIII, IX, XI	1 year	80[8]	3 years	80[8]	1 year	3 years

[1]At an angle of 45° from the horizontal and facing south in accordance with ASTM G7 at an approved test facility in Louisiana or South Florida.
[2]Percent retained retroreflectivity of referenced table after the outdoor test exposure time specified.
[3]Colors shall conform to the color specification limits of ASTM D4956 after the outdoor test exposure time specified.
[4]ASTM D4956, Table 4.
[5]If outdoor weathering data is not available, artificial weathering according to ASTM D4956, Supplemental Requirement S3 may be used.
[6]ASTM D4956, Table 6.
[7]ASTM D4956, Table 7.
[8]ASTM D4956, Tables 5, 8, 9, and 10.

Reflective sheeting for signs, when processed, applied, and cleaned in accordance with the manufacturer's recommendations shall perform outdoors in accordance with the performance standards in Table 1015-5.

Table 1015-5
Reflective Sheeting Performance Standards

Type	Retroreflectivity[1] — Durability[2]				Colorfastness[3]
	Orange/ Fluorescent Orange		All colors, except Orange/Fluorescent Orange		
III	3 years	80[4]	10 years	80[4]	3 years
IV, VIII, IX, XI	3 years	80[5]	10 years	80[5]	3 years

[1]Percent retained retroreflectivity of referenced table after installation and the field exposure time specified.
[2]All sheeting shall maintain its structural integrity, adhesion and functionality after installation and the field exposure time specified.
[3]All colors shall conform to the color specification limits of ASTM D4956 after installation and the field exposure time specified.
[4]ASTM D4956, Table 4.
[5]ASTM D4956, Tables 5, 8, 9, and 10.

Table 1015-5a
Permanent Signs Reflective Sheeting

	Background	Legend
	ASTM D4956	
All Permanent Signs except for Overhead Mounted	Type IV	Type IV
Overhead Mounted Signs	Type IV [1]	Type VIII or XI [2]

[1]Sign sheeting used for backgrounds of overheads mounted signs shall meet but not exceed an ASTM D4956 type with retroreflectivity performance in excess of Type IV
[2] Legend shall not have both sheeting types on same sign or on signs of the same support

1015.05.6 Temporary Signs, Barricades, Channelizing Devices, Drums and Cones:

1015.05.6.1 Temporary Signs: On all roadways, fabricate the warning construction signs using fluorescent orange reflective sheeting meeting and/or exceeding ASTM D 4956 Type IV.

1015.05.6.2 Barricades: Reflective Sheeting shall comply with the requirements of ASTM D 4956, Type III.

1015.05.6.3 Vertical Panels: Reflective sheeting for vertical panels used to channelize or divide traffic shall meet the requirements of ASTM D 4956, Type III.

1015.05.6.4 Drums and Supercones: Reflective sheeting for drums and supercones shall meet the requirements of ASTM D 4956, Type III, and the Supplementary Requirement S2 for Reboundable Sheeting as specified in 1015.05.6.

1015.05.6.5 Traffic Cones: Reflective sheeting for traffic cones shall meet the requirements of ASTM D4956, Type III or VI.

1015.05.7 Sheeting Guaranty: The contractor shall provide the Department with a guaranty from the sheeting manufacturer stating that if the retroreflective sheeting fails to comply with the performance requirements of this subsection, the sheeting manufacturer shall do the following:

Table 1015-6 Manufacturer's Guaranty-Reflective Sheeting

Type	Manufacturer shall restore the sign face in its field location to its original effectiveness at no cost to the Department if failure occurs during the time period[1] as specified below		Manufacturer shall replace the sheeting required to restore the sign face to its original effectiveness at no cost to the Department if failure occurs during the time period[1] as specified below
	Orange/ Fluorescent Orange	Digital printing and all sheeting colors, except Orange/ Fluorescent Orange	Digital printing and all sheeting colors, except Orange/Fluorescent Orange
III	<3 years	<7 years	7 - 10 years
IV, VIII, IX, XI	<3 years	<7 years	7 - 10 years

[1] From the date of sign installation.

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

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

1015.06 NON-REFLECTIVE SHEETING.

1015.06.1 General Requirements: Non-reflective sheeting film shall consist of an extensible, pigmented, weather-resistant plastic film. Face side of film shall be supported and protected by a paper liner which is readily removable after application without the necessity of soaking in water or other solvents. Colors shall match visually and be within the limits shown in Table 11 of ASTM D4956.

1015.06.2 Adhesive Requirements: Sheeting shall have a pre-coated pressure sensitive adhesive backing, which may be applied without additional coats on either sheeting or application surface. Adhesive shall comply with ASTM D4956, Class 1 (pressure sensitive).

1015.06.3 Physical Characteristics: The film shall be readily cut by normal fabricating methods without cracking, checking or flaking. Applied film shall be free from ragged edges, cracks, and blisters. The material shall have demonstrated its ability to withstand normal weathering without checking, cracking, or excessive color loss.

1015.07 SIGN ENAMELS, PAINTS, SILK SCREEN PASTE, OVERLAY FILM, AND DIGITAL PRINTING.

1015.07.1 Sign Enamels and Paints: These shall be applied in accordance with the sheeting manufacturer's recommendations. Final appearance as well as materials used shall be subject to approval.

1015.07.2 Silk Screen Paste: Silk screen paste shall be mixed at the factory, well ground to a uniform consistency and smooth texture, and shall be free from water and other foreign matter. It shall dry within 18 hours to a film that does not run, streak, or sag. Paste which has livered, hardened, or thickened in the container, or in which pigment has settled out so that it cannot be readily broken up with a paddle to a uniform usable consistency, will be rejected. Thinner shall be used in accordance with the sheeting manufacturer's recommendations.

Paste shall have proper pigmentation and consistency for use in silk screen equipment. The material shall produce the desired color and the same retroreflectivity values as required for reflective sheeting of the same type and color when applied on reflective sheeting background. Paste shall meet the quality and test requirements for appearance, coarse particles, and moisture and water resistance as specified for sign paints.

1015.07.3 Overlay Film: Transparent electronic cuttable overlay film shall produce the desired color and the same retroreflectivity values as required for reflective sheeting of the same type and color when applied on reflective sheeting background.

1015.07.4 Digital Printing: _Use digital printing systems that are part of an integrated component system including appropriate software and drivers and recommended and supported by a sheeting manufacturer listed on the Approved Materials List. Perform digital printing operations in accordance with the recommendations of the manufacturer of the retroreflective sheeting being used to produce the signs. Use digital printing system listed on the Approved Materials List.

Process messages before applying the sheeting to the base panel.

Finished signs shall have a UV-protective clear overlay applied to the entire face of the sign. Overlay shall be part of an integrated component system as recommended by the retroreflective sheeting manufacturer. Fluorescent orange work zone signs printed with black ink only do not require an overlay. Completed printed surface shall have sharp edges, be free of bubbles, blemishes, streaks or spotted areas, and show good workmanship.

Digital printing shall produce the desired color and the same retroreflectivity values as required for the reflective sheeting of the same type and color when applied on reflective sheeting background.

1015.08 TEMPORARY PAVEMENT MARKINGS.

1015.08.1 Temporary Tape: Temporary tape shall comply with ASTM D4592, Type I (removable) or Type II (non-removable) and shall be from the Approved Materials List.

1015.08.2 Painted Stripe: Paint shall be an approved traffic paint complying with 1015.12. Glass beads for drop-on application shall comply with 1015.13.

1015.08.3 Temporary Raised Pavement Markings for Asphalt Surface Treatment: Temporary raised pavement markers for asphalt surface treatment shall be flexible reflective tabs having a nominal width of 4 inches. The markers shall be yellow with amber reflective area on both sides. The body of the marker shall consist of a base and vertical wall made of polyurethane or other approved material and shall be capable of maintaining a reasonable vertical position after installation. The initial minimum Coefficient of Luminous Intensity at an entrance angle of -4 degrees and an observation angle of 0.2 degrees shall be 230 mcd/lx when measured in accordance with ASTM E810.

The reflective material shall be protected with an easily removable cover of heat resistant material capable of withstanding and protecting the reflective material from the application of asphalt at temperatures exceeding 325°F.

1015.09 RAISED PAVEMENT MARKERS. Markers shall be either non-reflectorized or reflectorized, as specified. Markers shall be from the Approved Materials List.

1015.09.1 Non-Reflectorized Markers:

1015.09.1.1 Description: Non-reflectorized markers shall consist of an acrylonitrile butadiene styrene polymer or other approved material, and shall be approximately 4 x 6-inches.

1015.09.1.2 Physical Requirements: Markers shall comply with the compressive strength requirements of ASTM D4280. The color shall be in accordance with the plans and the MUTCD.

1015.09.2 Reflectorized Markers: Reflectorized markers shall comply with ASTM D4280, Designation H and Designation F. The type and color shall be in accordance with the plans and the MUTCD. The markers shall be either standard having minimum base dimensions of 3 x 3-inches and a maximum height of 0.80 inches or low profile having minimum base dimensions of 3 x 2-inches and a maximum height of 0.60 inches.

1015.09.3 Adhesive:

1015.09.3.1 Epoxy Adhesive: Epoxy adhesive shall be Type I or II epoxy resin system complying with 1017.03.

1015.09.3.2 Bituminous Adhesive: The adhesive shall conform to ASTM D4280 (any type) for asphalt surfaces and D4280 Type II or Type III for concrete surfaces and shall be from the Approved Materials List.

1015.10 THERMOPLASTIC PAVEMENT MARKINGS.

1015.10.1 Description: This specification covers hot-sprayed, hot-extruded, and preformed thermoplastic compound for pavement markings on asphalt or portland cement concrete pavement. Thermoplastic marking material applied to asphalt surfaces shall consist of an alkyd based formulation. Thermoplastic marking material applied to portland cement concrete surfaces shall consist of an alkyd based formulation. Non-preformed material shall be manufactured so as to be applied by spray 40 mils thick or extrusion 90 mils thick or greater to pavement in molten

form, with internal and surface application of glass spheres, and upon cooling to normal pavement temperature, shall produce an adherent, reflectorized pavement marking of specified thickness and width, capable of resisting deformation. Preformed thermoplastic shall be a minimum of 125 mils thick prior to application. Black thermoplastic pavement markings shall require skid-resistant filler in lieu of glass beads.

For yellow thermoplastic material, the type and amount of yellow pigment shall be at the option of the manufacturer, providing all other requirements of this specification are met. However, the pigment for yellow thermoplastic shall be lead free and shall meet the regulatory level of nonhazardous waste as defined by 40 CFR § 261.24 when tested in accordance with EPA Method 1311, Toxicity Characteristics Leaching Procedures. The manufacturer shall provide certification that the material provided meets these requirements.

1015.10.2 Suitability for Application: Thermoplastic material shall be a product especially compounded for pavement markings. Markings shall maintain their original dimension and placement and shall not smear or spread under normal traffic at temperatures below 140°F. Markings shall have a uniform cross section. Glass beads shall be uniformly distributed to ensure that the full width of the line is visible at night. Pigment shall be evenly dispersed throughout the material thickness. The exposed surface shall be free from tack and shall not be slippery when wet. Material shall not lift from pavement in freezing weather. Cold ductility of material shall be such as to permit normal movement with the pavement surfaced without chipping or cracking.

1015.10.3 Standard (Flat) 90 mil or Greater Thermoplastic Pavement Markings: White and yellow thermoplastic shall be from the Approved Materials List and comply with AASHTO M 249 as modified herein. All other colors are not required to be from the Approved Materials List.

1015.10.3.1 Color:

1015.10.3.1.1 Laboratory Performance: The yellow thermoplastic shall comply with the requirements of Table 1015-7 when tested in accordance with ASTM E1349.

Table 1015-7 Color Specification Limits (Daytime)

Color	1		2		3		4	
	x	y	x	y	x	y	x	y
Yellow	0.4756	0.4517	0.4985	0.4779	0.5222	0.4542	0.4919	0.4354

(The four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 Standard Colorimetric System measured with Standard 2° Observer and Standard Illuminant D65.)

1015.10.3.1.2 Field Performance: The Department may take initial daytime color and luminance factor (Y%) readings, as required by the engineer, within 7 to 30 days after installation to verify compliance with ASTM D6628.

1015.10.3.2 Whiteness Index: White thermoplastic shall have a minimum whiteness index of 40 when tested according to ASTM E313.

1015.10.3.3 Retroreflectivity: All retroreflectivity readings shall be measured with a geometry of 1.05 degrees observation angle and 88.76 degrees entrance angle as detailed in ASTM E1710.

For 90 mil thermoplastic, the initial retroreflectance for the in-place 4 inch lines marking shall have a minimum value of 375 mcd/lux/sq m for white and 250 mcd/lux/sq m for yellow. The Department may take readings on 4 inch lines before the expiration of the Guarantee Period

in accordance with 104.05. Readings shall be at least 325 mcd/lux/sq m or greater for white and 200 mcd/lux/sq m or greater for yellow.

Only white and yellow markings require reflectivity testing.

In lieu of measurements, the engineer shall determine by visual nighttime inspection that stop bars, cross walks, chevrons, hash marks, legends and symbols have sufficient reflectance. For 8 inch lines for gores and turn lanes, the initial retroreflectance for the in-place marking shall meet 250 mcd/lux/sq m for white.

1015.10.4 Standard (Flat) 40 mil Thermoplastic Pavement Markings: Materials shall comply with AASHTO M 249 as modified herein. The meltdown temperature for all laboratory tests shall be 375°F ± 3°F.

1015.10.4.1 Composition: The material shall meet the following composition requirements:

	White	Yellow
Binder	25 percent minimum	25 percent minimum
Glass Spheres	30 percent minimum	30 percent minimum

% by weight

The intermixed glass spheres contained in the thermoplastic material shall conform to AASHTO M 247 Type I.

1015.10.4.2 Color:

1015.10.4.2.1 Laboratory Performance: The yellow thermoplastic shall comply with the requirements of Table 1015-7, "Color Specification Limits (Daytime)" when tested in accordance with ASTM E1349.

1015.10.4.2.2 Field Performance: The Department may take initial daytime color and luminance factor (Y%) readings, as required by the engineer, within 7 to 30 days after installation to verify compliance with ASTM D6628.

1015.10.4.3 Softening Point: After heating the marking compound for 4 hours ± 5 min. at 375°F ± 3°F and testing in accordance with ASTM E28, the material shall have a minimum softening point of 190°F as measured by the ring and ball method.

1015.10.4.4 Indentation Resistance: The material, when tested in accordance with ASTM D2240, Shore Durometer, A2, shall not exceed 40 when tested at 115°F ± 3°F.

1015.10.4.5 Retroreflectivity: All retroreflectivity readings shall be measured with a geometry of 1.05 degrees observation angle and 88.76 degrees entrance angle as detailed in ASTM E1710.

For 40 mil thermoplastic, initial retroreflectance for the in-place marking shall have a minimum of 250 mcd/lux/sq m for white and 175 mcd/lux/sq m for yellow. The Department may take readings before the expiration of the Guarantee Period in accordance with 104.5. Readings shall be at least 200 mcd/lux/sq m or greater for white and 125 mcd/lux/sq m or greater for yellow.

1015.10.5 Preformed Thermoplastic Pavement Markings

White and yellow preformed thermoplastic shall be from the Approved Materials List and comply with AASHTO M 249 as modified herein. All other colors are not required to be Approved Materials List products.

1015.10.5.1 Color

1015.10.5.1.1 Laboratory Performance: Yellow preformed thermoplastic shall comply with the requirements of ASTM D6628.

1015.10.5.1.2 Field Performance: The Department may take initial daytime color and luminance factor (Y%) readings, as required by the engineer, after 7 days and within 30 days after installation to verify compliance with ASTM D 6628.

1015.10.5.2 Softening Point: After heating the preformed thermoplastic material and testing in accordance with AASHTO T 250, the material shall have a minimum softening point of 200° F.

1015.10.5.3 Skid Resistance: Preformed thermoplastic markings shall have a minimum initial friction resistance number of 45 BPN when tested in accordance with ASTM E303.

1015.10.5.4 Retroreflectivity: All retroreflectivity readings shall be measured with a geometry of 1.05 degrees observation angle and 88.76 degrees entrance angle as detailed in ASTM E1710.

In lieu of measurements, the engineer shall determine by visual nighttime inspection that preformed thermoplastic pavement markings have sufficient reflectance.

1015.11 PREFORMED PLASTIC PAVEMENT MARKING TAPE.

1015.11.1 General: Preformed plastic pavement marking tape shall be from the Approved Materials List and shall comply with ASTM D4505 Retroreflectivity Level I or Level II, except as modified herein. The marking tape shall be Class 2 or 3. The type and color shall be in accordance with the plans and the MUTCD.

1015.11.2 Thickness: All preformed plastic pavement marking tape shall have a minimum overall thickness of 0.060 inches when tested without the adhesive.

1015.11.3 Friction Resistance: The surface of the Retroreflectivity Level II preformed plastic pavement marking tape shall provide a minimum friction resistance value of 35 British Polish Number (BPN) when tested according to ASTM E303. The surface of the Retroreflectivity Level I preformed plastic pavement marking tape shall provide a minimum friction resistance value of 45 BPN when tested according to ASTM E303. Friction values will be calculated for the Retroreflectivity Level I material with a raised surface pattern as defined in ASTM D4505 by averaging values taken at downweb and at a 45 degrees angle from downweb.

1015.11.4 Retroreflective Requirements: The preformed plastic pavement marking tape shall have the minimum initial specific luminance values shown in Table 1015-8 when measured in accordance with ASTM D4061.

Table 1015-8 Specific Luminance of Preformed Plastic Tape

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

1015.11.5 Durability Requirements: The Retroreflectivity Level I preformed plastic pavement marking tape shall show no appreciable fading, lifting or shrinkage for at least 4 years

after placement for longitudinal lines and at least 2 years after placement for symbols and legends.

The Retroreflectivity Level I preformed plastic pavement marking tape shall also retain the following reflectance values for the time period detailed in Table 1015-9.

Table 1015-9 Retained Specific Luminance for Retroreflectivity Level I Preformed Plastic Pavement Marking Tape

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

1015.11.6 Plastic Pavement Marking Tape Guaranty (Retroreflectivity Level I): If the plastic pavement marking tape fails to comply with these performance and durability requirements within 4 years for Retroreflectivity Level I, the manufacturer shall replace the plastic pavement marking material at no cost to the Department.

1015.12 TRAFFIC PAINT. The contractor shall use water-borne traffic paint. Each paint container shall bear a label with the name and address of manufacturer, trade name or trademark, type of paint, number of gallons, batch number and date of manufacture.

Paints shall be from the Approved Materials List. Paints shall show no excessive settling, caking or increase in viscosity during 6 months of storage, and shall be a suitable consistency for standard spray gun application.

An infrared curve shall be generated in accordance with DOTD TR 610 and compared with the standard curve made during the initial qualification process.

For yellow paint material, the manufacturer shall determine the type and the amount of yellow pigment, providing the final product meets all of the requirements of this specification. However, the pigment for yellow paint shall be lead free and shall meet the regulatory level of non-hazardous waste as defined by 40 CFR § 261.24 when tested in accordance with EPA Method 1311, Toxicity Characteristics Leaching Procedures. The manufacturer shall provide certification that the material provided meets these requirements.

1015.12.1 Water Borne Traffic Paint: This material shall be a rapid setting waterborne compound suitable for use with hot application equipment. The paint shall contain Dow Fastrack HD-21A, Arkema DT-400 acrylic emulsion, or approved equal. The material shall meet the requirements of Table 1015-10 and Table 1015-11.

Table 1015-10 Water Borne Traffic Paint Physical Properties

Property	Test Method	Requirements Min.	Requirements Max.
pH	ASTM E70	9.9	—
Viscosity, at 25°C Krebs Unit	ASTM D562	78	95
Drying Time, minutes[1]	ASTM D711	—	10
Total Solids, % by mass	ASTM D2369	73	79
Percent Pigment[2]	ASTM D3723	55	62
Non-volatiles in Vehicle, % by weight	ASTM D215	43	—
Weight per Gallon, lb/gal	ASTM D1475	—	—
White		13.7	—
Yellow		13.1	—
Daylight Reflectance, %	ASTM E1349		
White		80	—
Yellow		50	—
Fineness of Grind	ASTM D1210	3	—
Color	3	Pass	
Shelf Life, months		12	—
Pigment Composition	4	Pass	
Infrared Spectroscopy (IR)	DOTD TR 610	Pass	

[1]Drying time to no track - Paint applied at 15 mils (375 µm) wet on the road surface with paint heated to 120-150°F (50-65°C) shall not show tracking when a standard size automobile crosses in a passing maneuver at 3 minutes.

[2] Do not apply any theoretical empirical factors in determining the percent of the paint. Do not calculate percent pigment by adding back the burned-off organic constituents of the pigment.

[3]Color (without glass beads) - Yellow paint shall comply with the requirements of Table 1015-11 when tested in accordance with ASTM E1349. White shall be a clean, bright, untinted binder.

[4]The white paint shall contain a minimum of 1.0 pound per gallon (120 g/L) of rutile titanium dioxide (Ti02) as determined using DOTD TR 523. The rutile titanium dioxide shall comply with ASTM D476.

Table 1015-11
Water Borne Traffic Paint Color Specification Limits (Daytime)

Color	1		2		3		4	
	x	y	x	y	x	y	x	y
Yellow	0.493	0.473	0.518	0.464	0.486	0.428	0.469	0.452

(The four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 Standard Colorimetric System measured with Standard 2° Observer and Standard Illuminant D65.)

1015.12.2 Initial Retroreflectivity: All retroreflectivity readings shall be measured with a geometry of 1.05 degrees observation angle and 88.76 degrees entrance angle as detailed in ASTM E1710.

For traffic paint, initial retroreflectance shall have a minimum of 250 mcd/lux/sq m for white and 175 mcd/lux/sq m for yellow. Glass beads shall be uniformly distributed to ensure that the full width of the line is visible at night.

1015.12.3 Initial Daytime Color and Luminance Factor: For traffic paint, test the initial daytime color and luminance factor (Y%) according to ASTM D6628. The Department may take readings 7 to 30 days after installation to verify compliance with ASTM D6628.

1015.13 GLASS BEADS FOR PAVEMENT MARKINGS. Glass beads for use with painted traffic striping and flat thermoplastic striping shall conform to the specification requirements of AASHTO M 247, as modified herein.

1015.13.1 Moisture Resistance - Flow Characteristics: The beads shall not absorb moisture in storage. They shall remain free of clusters and lumps and shall flow freely from the dispensing equipment.

1015.13.2 Gradation: Glass beads shall meet the gradation requirements of AASHTO M 247 for the specified Type, when tested in accordance with ASTM D1214.

1015.13.2.1 Painted Traffic Striping: Glass beads for permanent painted traffic striping shall meet the gradation requirements of AASHTO M 247 Type 3. For temporary painted traffic striping, the contractor may determine which beads to use provided the line is reflective for the expected line life. Table 1015-12, "Gradation of 1.9 Refractive Index Glass Beads" may be used as an alternate on chip seal.

Table 1015-12 Gradation of 1.9 Refractive Index Glass Beads

U.S. SIEVE (METRIC SIEVE)	PERCENT PASSING
No. 18 (1.00 mm)	95-100
No. 20 (850 µm)	85-95
No. 30 (600 µm)	40-85
No. 40 (425 µm)	20-45
No. 50 (300 µm)	0-5

1015.13.2.2 Flat Profile Thermoplastic Striping: Drop-on beads for flat profile thermoplastic striping shall meet the gradation requirements of Table 1015-13 as determined by the thickness of the striping specified.

Table 1015-13
Types of AASHTO M 247 Glass Beads used for Flat Profile Thermoplastic Striping[1]

THICKNESS	NUMBER OF BEAD DROPS	APPLICATION #1	APPLICATION #2
40 mil spray	Single Drop	AASHTO M247 Type 2 or Table 1015-12 or contractors discretion[2]	Not required
90 mils or greater	Double Drop	AASHTO M247 Type 4	AASHTO M 247 Type 1 or Table 1015-12 or Contractors discretion[2]

[1]Materials not designated in AASHTO M 247 require approval from the engineer.
[2]Materials used at the contactors discretion shall meet the retroreflectance requirements.

1015.13.3 Roundness: Beads shall have a minimum of 75 percent true spheres when tested according to ASTM D1155, Method A. AASHTO M247 Type 3 and 4 beads shall have a minimum of 80 percent true spheres when tested by ASTM D1155, Method A.

1015.13.4 Angular Particles: The beads shall have no more than 3 percent angular particles per screen.

1015.13.5 Refractive Index: The beads shall have a minimum refractive index of 1.50 when tested by the liquid immersion method. Beads conforming to Table 1015-12 shall have a minimum refractive index of 1.90.

1015.13.6 Glass Bead Coating: All beads except Type 1 shall be coated with an adhesion assuring coating when tested in accordance with AASHTO M 247. The smaller AASHTO M 247 Type 1 beads shall also be coated to provide free flowing characteristics when tested in accordance with AASHTO M 247.

1015.13.7 Packaging and Marking: The beads shall be packaged in moisture proofed containers. Each container shall be stamped with the following information: Name and address of manufacturer, shipping point, trademark or name, the wording "Embedment Coated Glass Beads," type, weight, lot number and the month and year of manufacture.

1015.13.8 Heavy Metal Limits: Glass beads shall not contain more than 75 parts per million of inorganic arsenic when tested using EPA Method 6010B in conjunction with EPA Method 3052 for sample preparation.

NS PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) (04/17):

DESCRIPTION. This Item consists of furnishing and installing a solar powered trailer mounted portable changeable message sign (PCMS) with remote communications and video capability. The portable changeable message sign shall be used in conjunction with other traffic signs and devices in accordance with the plans, project specifications, and as directed by the Engineer.

GENERAL: The contractor shall furnish a working solar powered portable changeable message sign. All items that are required to provide an operational PCMS shall be supplied by the contractor whether listed above or not. The contractor shall field verify PCMS locations with the

engineer. The sign must be designed in accordance with all applicable Manual on Uniform Traffic Control Devices (MUTCD) requirements as well as evaluated by the National Transportation Product Evaluation Program (NTPEP) for field performance (check www.ntpep.org for details).

Sign

The sign shall be mounted on a trailer with a telescoping lift system. The sign face shall utilize amber Light Emitting Diode (LED) technology which shall provide uniform lighting over the entire sign face. The LED brightness must be automatically adjusted to accommodate for prevailing ambient lighting conditions. The electrical system shall include adequate solar panels and batteries to power the sign and when required the wireless communications and the camera. All internally illuminated portions of the sign shall be amber in color. All other illuminated surfaces meant for message display shall be fluorescent yellow. All other surfaces on the front panel shall be flat black in color.

The PCMS shall consist of three separate lines. Each line shall consist of eight characters. Each character shall nominally be 18 inches in height. The width shall be adequate to meet the following legibility requirements. Each character shall be a 5 x 7 LED module or hybrid LED disk. The sign shall be clearly visible under all conditions and all lanes of travel from a distance of 1000 feet perpendicular to the sign center. Characters shall be separated at a distance such that the legibility requirements are maintained. Determination of legibility distance shall rest solely with the Engineer; however, the contractor shall be responsible for maintaining this minimum legibility throughout the entire project.

Maintenance

The PCMS shall be stored in an approved secure storage area when not in use. The contractor shall be required to perform all maintenance operations recommended by the manufacturer and keep adequate records of such operations. The sign and unit shall be kept clean and in good repair at all times.

Communications

When required, per the pay item, the PCMS shall be configured and provided with all necessary hardware for remote communications. The wireless communications shall use static Internet Protocol (IP) addressing through a wireless provider with adequate connectivity at the proposed sign locations for the entire length of time which they are operational. The wireless communications will allow the sign operator to monitor the message board status and program a new message to the PCMS via a remote Personal Computer (PC). The sign software shall have login security to prevent unauthorized use of the sign. Monthly service and data fees for the communications shall be the responsibility of the contractor.

Camera:

When required per the pay item, the PCMS shall be equipped with a pan, tilt, zoom (PTZ) Closed Caption Television (CCTV) Camera and remote communications. The camera shall be a day/night 360 degree PTZ environmental dome model, with heater and fan, a minimum 23X optical zoom and color picture, and low-light sensitivity black-and-white picture mode for night viewing. Camera elevation in operating position shall be 19 feet above grade.

The wireless communications shall allow remote control of the camera. Video images shall be transported via cellular router interface, which will allow for the transmission of Ethernet, serial-to-Ethernet conversion/transmission and USB data. The Department shall have full remote access to the camera controls and the video images.

MEASUREMENT.
All portable changeable message signs shall become the property of the contractor and removed upon completion of the project.
Measurement of the portable changeable message sign unit that includes remote communications will be per each.
Measurement of the portable changeable message sign unit that includes remote communications and a camera will be per each.

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

Payment will be made under:

Item No.	Pay Item	Pay Unit
NS-713-00009	Portable Changeable Message Sign (with communications)	Each

CONTRACT TIME (11/16): The entire contract shall be completed in all details and ready for final acceptance in accordance with 105.17.2 within **thirty (30) working** days.

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

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

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

LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SUPPLEMENTAL SPECIFICATIONS

FEMALE AND MINORITY PARTICIPATION IN CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to

community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor has taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman set by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting his EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendent, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than 1 month prior to the date for the acceptance of

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

j. Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

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

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

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

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

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

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

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

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

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

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

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

LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SUPPLEMENTAL SPECIFICATIONS

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

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

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

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

2. EEO Policy

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

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

3. EEO Officer

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

4. Dissemination of Policy

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

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

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

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

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

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

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

5. Recruitment

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

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

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

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

6. Personnel Actions

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

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

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

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

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

7. Training and Promotion

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

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

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

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

8. Unions

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

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

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

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

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

9. Subcontracting

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

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

10. Records and Reports

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

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

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

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

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

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

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

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

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

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

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

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

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. 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 1.d. 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 29 CFR 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 1.b. 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.

b.(1) The contracting officer 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 contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) 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.

c. 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.

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

3. Payrolls and basic records

a. 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.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted 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 weekly transmittals. 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 contracting agency for transmission to the State DOT, the FHWA 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 contracting agency..

(2) 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:

(i) 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;

(ii) 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;

(iii) 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.

(3) 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 3.b.(2) of this section.

(4) 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.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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

a. Apprentices (programs of the USDOL).

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 subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the 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.

b. Trainees (programs of the USDOL).

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.

c. 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.

d. Apprentices and Trainees (programs of the U.S. DOT).

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

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 Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. 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).

b. 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).

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction 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 29 CFR 5.5(a) 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 (1.) of this section, the contractor and any subcontractor responsible therefor 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 (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any 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 (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

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

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

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

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section IX in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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

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

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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

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

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

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

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

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

REQUIRED CONTRACT PROVISIONS FOR SBE PARTICIPATION IN FEDERAL AID CONSTRUCTION CONTRACTS (SBE GOAL PROJECT)

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

B. POLICY: In accordance with 49 CFR Part 26.13, it is the policy of the DOTD that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its SBE program or the requirements of 49 CFR Part 26. The DOTD shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT assisted contracts. The SBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification of failure to carry out the approved SBE program, the US DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C.3801 et seq.).

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

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

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

E. ELIGIBILITY OF SBE: For convenience, DOTD provides a list on its website of firms that have been certified as eligible to participate as SBEs on US DOT assisted contracts. This list is not an endorsement of the quality of performance of the firm but is simply an acknowledgment of the firm's eligibility as a SBE. The Louisiana Department of Transportation makes no representations of the accuracy or completeness of this list on any particular date or time. Contractors considering the use of a particular SBE subcontractor are advised to obtain documentation of certification status from that subcontractor.

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

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

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

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

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

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

(5) A contractor may count toward the SBE goal, when a SBE performs as a participant in a joint venture, the total dollar value of the contract equal to the distinct, clearly defined portion of work within the contract that the SBE performs with its own forces. The joint venture agreement must include a detailed breakdown of the following:

a. Contract responsibility of the SBE for specific items of work.

b. Capital participation by the SBE.

c. Specific equipment to be provided to the joint venture by the SBE.

d. Specific responsibilities of the SBE in the control of the joint venture.

e. Specific manpower and skills to be provided to the joint venture by the SBE.

f. Percentage distribution to the SBE of the projected profit or loss incurred by the joint venture.

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

a. The SBE supplier assumes actual and contractual responsibility for the provision of materials and supplies.

b. The contractor may count 100 percent of expenditures made to a SBE manufacturer provided the SBE manufacturer operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.

c. The contractor may count 60 percent of the expenditures to SBE suppliers, who are regular dealers but not manufacturers, provided the SBE supplier performs a commercially useful function in the supply process including buying the materials or supplies, maintaining an inventory, and selling materials regularly to the public. Dealers in bulk items such as steel, cement, aggregates and petroleum products are not required to maintain items in stock, but they must own or operate distribution equipment. The SBE supplier must be certified as such by DOTD.

d. A SBE may not assign or lease portions of its supply, manufactured product, or service agreement without the written approval of the DOTD.

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

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

(9) With prior approval from the Compliance Programs Office, a SBE firm may lease equipment from a Prime Contractor. However, if a SBE firm leases equipment from a Prime Contractor, work performed with that equipment shall not be counted towards the achievement of the contract SBE goal. If a SBE firm has received approval from the Compliance Programs Office to lease a specialized piece of equipment from the prime contractor that they are currently performing work for on a specific project, goal credit will be decided in accordance with the Code of Federal Regulations.

Lease agreements are required for any equipment leased by a SBE subcontractor <u>before</u> its use on the project and the lease agreement must be related to that specific project. All lease agreements, including signatures, must be submitted to the Compliance Programs Office in advance of use on the project. Upon receipt of any completed lease agreements, including signatures, the Compliance Programs Office staff will review and render a decision, after Department process is completed.

(10) The contractor will not receive credit toward the SBE goal for any subcontracting arrangement contrived to artificially inflate the SBE participation, as determined by the Department.

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

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

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

(3) Form CS-6AAA, "Attachment to Form CS-6AAA", and, if necessary, good faith effort documentation must be submitted to the DOTD by 5:00 p.m. on the due date which is set forth in the "apparent bid results" and "bid results" posted on the Department's website. Submittals **must** be entered online at http://wwwapps.dotd.la.gov/administration/compliance/cs6aaa/home.aspx . If necessary, the Good Faith Effort Documentation Form will also be filled out online at this time. Once reviewed and after the CS-6AAA is approved, an email will be sent back to the prime contractor to obtain the required signatures. After signatures are obtained, the entire document **must** then be sent electronically to dotdcs6aaacompliance@la.gov prior to 5:00 p.m. on the specified date required. The CS-6AAA form with original signatures must be submitted to the DOTD with all other documents also required for contract execution and approval.

Should a bidder protest or appeal any matter regarding the bidding or award of a contract in accordance with Subsection 102.13 of the 2016 Standard Specifications (Subsection 102.13 of the 2006 Louisiana Standard Specifications) after the scheduled time of bid opening, the Department will immediately suspend the time requirement for submission of Form CS-6AAA and Attachments until further notice and will notify all parties involved of the suspension. Once the protest has been resolved the Department will notify the low bidder and issue a date for submission of Form CS-6AAA and Attachments.

All attachments to Form CS-6AAA shall include:

a. The names of the SBE subcontractors that will actually participate in meeting the contract goal; and

b. A complete description of the work to be performed by the SBE including the specific items and portions of items of work, quantities, and unit price(s) of each item; and

c. The total dollar value of each item that can be credited toward the contract goal; and

d. Any assistance to be provided to the SBE; and

e. The original signature of each SBE and the contractor attesting that negotiations are in progress and that it is the intention of the parties to enter into a subcontract within 60 calendar days from the time the contract is finalized between the contractor and DOTD.

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

(4) If the apparent low bidder is not able to meet the SBE goal, the SBE participation which has been secured to meet a portion of the goal shall be listed on the Form CS-6AAA and attachments. They must be completed and submitted in accordance with Heading (3) above by the specified date. Documentation of adequate good faith efforts to meet the remainder of the goal must be submitted with the forms. Examples of good faith efforts are shown in Section J.

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

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

(6) An apparent low bidder's failure, neglect, or refusal to submit Form CS-6AAA and attachments committing to meet or exceed the SBE goal and/or documentation of good faith efforts, shall constitute just cause for the DOTD to reject the bid, pursue award to the next lowest bidder, or re-advertise the project. The original apparent low bidder will be declared irregular and will not be allowed to bid on the project should re-advertisement occur.

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

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

H. POST AWARD COMPLIANCE

(1) If the contract is awarded on less than full SBE goal participation, such award will not relieve the contractor of the responsibility to continue exerting good faith efforts. The contractor must submit documentation of good faith efforts, which can be found at http://wwwapps.dotd.la.gov/administration/compliance/cs6aaa/home.aspx, with requests to sublet prior to approval of subcontracting work being performed on the project.

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

(3) The contractor must enter into subcontracts or written agreements with all SBEs identified on Form CS-6AAA and attachments for the kind and amount of work specified. The subcontracting requirements of the contract will apply. DOTD requires that all SBE subcontracts or agreements be made available upon request.

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

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

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

(7) When the DOTD has reason to believe the contractor, subcontractor, or SBE may not be operating in compliance with the terms of these SBE provisions, to include, but not be limited to the encouragement of

fronting, brokering, or not providing a commercially useful function, the DOTD will conduct an investigation of such activities with the cooperation of the parties involved. If the DOTD finds that any person or entity is not in compliance, the DOTD will notify such person or entity in writing as to the specific instances or matters found to be in noncompliance. Commercially Useful Function is evaluated on a project by project basis.

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

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

(8) To ensure that the obligations under subcontracts awarded to subcontractors are met, the DOTD will review the contractor's efforts to promptly pay subcontractors for work performed in accordance with the executed subcontracts. The contractor must promptly pay subcontractors and suppliers, including SBEs, their respective subcontract amount within thirty (30) calendar days after the contractor receives payment from DOTD for the items satisfactorily performed by the subcontractors in accordance with 49 CFR Part 26.29(a). The contractor shall provide the SBE with a full accounting to include quantities paid and deductions made from the SBE's partial payment at the time the check is delivered. **Retainage may not be held by the contractor.** Delay or postponement of payment to the subcontractor may be imposed by the contractor only when there is evidence that the subcontractor has failed to pay its labor force and suppliers for materials received and used on the project. Delay or postponement of payment must have written approval by the Project Engineer. Failure to promptly pay subcontractors shall constitute a breach of contract and after notification by the DOTD may result in (1) a deduction from the contract funds due or to become due the contractor, (2) disqualification of a contractor as non-responsive, or (3) any other such remedy under the contract as DOTD deems appropriate. All subcontracting agreements made by the contractor shall include the current payment to subcontractors' provisions as incorporated in the contract. All disputes between contractors and subcontractors relating to payment of completed work shall be referred to the SBE/SBE Oversight Committee. Members of the SBE/SBE Oversight Committee are: the Deputy Chief Engineer; the DOTD Compliance Programs Director; and an FHWA Division Representative.

(9) The contractor must meet the requirements of Subsection 108.01 Subletting of Contract, and must submit DOTD Forms OMF-1A, Request to Sublet and OMF-2A, Subcontractor's EEO Certification. The OMF-1A and OMF-2A (if applicable) forms must be entered online at https://wwwapps.dotd.la.gov/administration/compliance/omfweb/login.aspx. After submittal, all signatures must be obtained and then the entire document must be scanned and emailed to dotdomf1acompliance@la.gov for review and approval. These forms must be approved by DOTD before any subcontract work is performed by any subcontractor, including all SBEs that appear on the CS-6AAA.

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

(11) The DOTD will monitor the contractor's SBE involvement during the contract, the level of effort by the contractor in meeting or exceeding the goal requirements in the contract, the contractor's attempts to do so, and the efforts in soliciting such involvement. If, at the completion of the project, the contractor has failed to meet the SBE goal and has not demonstrated good faith efforts or obtained a waiver or reduction

of the goal, DOTD will withhold an amount equal to the difference between the SBE goal and the actual SBE participation achieved as damages.

I. SUBSTITUTIONS OF SBE FIRMS AFTER AWARD

(1) The contractor must conform to the scheduled amount of SBE participation.

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

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

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

When a contractor's request to be relieved of the obligation to use the named SBE results in a SBE Goal shortfall, the contractor must immediately take steps to obtain another certified SBE to perform an equal amount of allowable credit work or make documented good faith efforts to do so. The new SBE's name and designated work must be submitted to the DOTD in accordance with Section H(9) above, prior to proceeding with the work.

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

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

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

(2) Solicits a reasonable number of SBEs interested in participation in the contract as a subcontractor, regular dealer, manufacturer, or consultant for specific items of work. The contractor shall provide notice to a reasonable number of SBEs that their interest in the contract is being solicited, with sufficient time to allow the SBEs to participate effectively. The contractor shall seek SBEs in the same geographic area from

which it generally seeks subcontractors for a given project. If the contractor cannot meet the goal using SBEs from the normal area, the contractor shall expand its search to a wider geographic area.

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

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

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

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

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

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

f. Scheduling meetings to discuss proposed work or to walk the job-site with SBE.

g. Informing SBE of any pre-bid conferences scheduled by the DOTD.

h. Assisting SBE in obtaining bonding, insurance, or lines of credit required by the contractor.

i. Evidence of SBEs contacted but rejected as unqualified, accompanied by reason for rejection based on a thorough investigation of the SBEs capabilities.

j. Any additional information not included above which would aid the DOTD in evaluation of the contractor's good faith efforts.

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

a. Failure to contract with a SBE solely because the SBE was unable to provide performance and/or payment bonds.

b. Rejection of a SBE bid or quotation based on price alone.

c. Failure to contract with a SBE because the SBE will not agree to perform items of work at the unit price bid.

d. Failure to contract with a SBE because the contractor normally would perform all or most of the work in the contract.

e. Rejection of a SBE as unqualified without sound reasons based on a thorough investigation of their capabilities.

f. Failure to make more than mail solicitations.

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

L. REPORTING REQUIREMENTS: The contractor must enter monthly online payment reports on SBE involvement. At the conclusion of each estimate period the contractor must enter SBE payments for the previous month's reporting period. These payment reports are required until all SBE subcontracting activity is complete and paid for. Payment reports are required regardless of whether or not SBE activity has occurred in the monthly reporting period. Information on entering these SBE payments can be found at http://wwwsp.dotd.la.gov/Inside_LaDotd/Divisions/Administration/Compliance/Pages/Subcontractor_Payments.aspx.

Upon completion of all SBE participation, the contractor must submit an original, notarized form CP-2A, SBE/SBE Final Report, to the DOTD Compliance Programs Section with a copy to the project engineer detailing all SBE subcontract payments. The CP-2A form can be obtained at http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Administration/Compliance/Pages/SBE_Admin_Unit.aspx. When the actual amount paid to SBEs is less than the award amount, a complete explanation of the difference is required. If the SBE goal is not met, documentation supporting good faith efforts must be submitted. Failure to submit the required reports will result in the withholding of partial payments to the contractor until the reports are submitted. All payments due to subcontractors which affect SBE goal attainment must be paid by the contractor before the DOTD releases the payment/performance/retainage bond.

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

M. APPLICABILITY OF PROVISIONS TO SBE BIDDERS: These provisions are applicable to all bidders including SBE bidders. The SBE bidder is required to perform at least 30 percent of the work of the contract with its own work force in accordance with the terms of the contract, normal industry practices, and the DOTD SBE Program. If the SBE bidder sublets any portion of the contract, the SBE bidder must comply with provisions regarding contractor and subcontractor relationships. A SBE prime contractor may count only the contract amount toward SBE participation for work that he/she actually performs and any amounts awarded to other certified SBE subcontractors that perform a commercially useful function.

General Decision Number: LA180017 01/05/2018 LA17

Superseded General Decision Number: LA20170017

State: Louisiana

Construction Type: Highway

Counties: Ascension, Calcasieu, Cameron, East Baton Rouge, East Feliciana, Grant, Iberville, Lafayette, Livingston, Pointe Coupee, Rapides, St Helena, St Martin, West Baton Rouge and West Feliciana Counties in Louisiana.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.35 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 calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018

ENGI0406-001 10/28/2010

	Rates	Fringes
Mechanic.....	$ 25.40	8.05

LABO0207-001 07/01/2006

Calcasieu and Cameron Counties

	Rates	Fringes
LABORER: Common or General.....	$ 12.79	1.73

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* LABO0762-004 01/01/2005

Grant, Lafayette, and Rapides Counties

	Rates	Fringes
LABORER: Common or General	$ 11.00	3.50

LABO1177-003 09/01/2005

Ascension, East Baton Rouge, East Feliciana, Iberville, Livingston, Pointe Coupee, St. Helena, St. Martin, West Baton Rouge, and West Feliciana Counties

	Rates	Fringes
LABORER: Common or General	$ 15.00	2.77

SULA2011-005 08/17/2011

	Rates	Fringes
CARPENTER, Includes Form Work	$ 18.22	4.48
CEMENT MASON/CONCRETE FINISHER	$ 20.03	4.24
IRONWORKER, REINFORCING	$ 17.49	
Power equipment operators:		
Asphalt Paver	$ 17.20	4.97
Backhoe/Excavator/Trackhoe	$ 16.13	
Broom/Sweeper	$ 14.05	
Bulldozer	$ 16.40	
Crane	$ 24.30	
Grader/Blade	$ 15.88	
Milling Machine	$ 15.38	2.14
Roller (Asphalt and Dirt Compaction)	$ 14.29	4.23
Trencher	$ 14.38	
Truck drivers:		
Dump Truck	$ 12.69	
Water Truck	$ 13.79	

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

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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 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) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISION

General Decision Number: LA180018 01/05/2018 LA18

Superseded General Decision Number: LA20170018

State: Louisiana

Construction Type: Highway

Counties: Acadia, Allen, Assumption, Avoyelles, Beauregard, Evangeline, Iberia, Jefferson Davis, St James, St Landry, St Mary, Tangipahoa, Vermilion, Vernon and Washington Counties in Louisiana.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.35 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 calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018

* SULA2011-006 08/17/2011

	Rates	Fringes
CARPENTER (Includes Form Work)		
Acadia, Allen, Assumption, Avoyelles, Beauregard, Evangeline, Jefferson Davis, St. James, St. Landry, St. Mary, Tangipahoa, Vermilion, Washington	$ 13.56	1.85
Iberia	$ 11.55	1.85
CEMENT MASON/CONCRETE FINISHER	$ 13.52	
IRONWORKER, REINFORCING	$ 13.58	

LABORER:

Common or General

Acadia.....$ 9.68

Allen, Assumption, Avoyelles, Beauregard, Evangeline, Jefferson Davis, St. James, St. Landry, St. Mary, Tangipahoa, Vermilion, Washington.....$ 10.60

Iberia.....$ 10.86

Vernon.....$ 10.44

Pipelayer.....$ 12.69

Traffic Control/Flagger.....$ 9.00

PILEDRIVERMAN.....$ 13.07

POWER EQUIPMENT OPERATOR

Asphalt Paver.....$ 14.52

Asphalt Spreader.....$ 16.50

Backhoe/Excavator/Trackhoe

Acadia, Allen, Assumption, Avoyelles, Beauregard, Evangeline, Jefferson Davis, St. James, St. Landry, St. Mary, Tangipahoa, Vermilion, Washington.....$ 14.15

Iberia.....$ 13.09

Vernon.....$ 14.24

Broom.....$ 13.00

Bulldozer

Acadia, Allen, Assumption, Avoyelles, Beauregard, Evangeline, Iberia, Jefferson Davis, St. James, St. Landry, St. Mary, Tangipahoa, Vermilion, Washington.....$ 14.74

Vernon.....$ 14.63

Crane.....$ 17.72

Grader/Blade

Acadia.....$ 19.67

Allen, Assumption, Avoyelles, Beauregard, Evangeline, Iberia, Jefferson Davis, St. James, St. Landry, St. Mary, Tangipahoa, Vermilion, Washington.....$ 17.19

Vernon.....$ 15.66

Loader (Front End).....$ 13.68

Mechanic.....$ 15.15

Milling Machine.....$ 13.31

Roller (Dirt and Grade Compaction)

Acadia.....$ 13.42

Allen, Assumption,
Avoyelles, Beauregard,
Evangeline, Iberia,
Jefferson Davis, St.
James, St. Landry, St.
Mary, Tangipahoa,
Vermilion, Washington.....$ 11.94
Vernon.....$ 11.49
Screed.....$ 15.13
Shuttle Buggy.....$ 14.21
Soil Stabilizer
Acadia, Allen,
Assumption, Avoyelles,
Beauregard, Evangeline,
Iberia, Jefferson Davis,
St. James, St. Landry,
St. Mary, Tangipahoa,
Vermilion, Washington.....$ 12.34
Vernon.....$ 13.08
Tractor.....$ 10.36

TRUCK DRIVER
Dump Truck
Acadia, Allen,
Assumption, Avoyelles,
Beauregard, Evangeline,
Jefferson Davis, St.
James, St. Landry, St.
Mary, Tangipahoa,
Vermilion, Vernon,
Washington.....$ 12.22
Iberia.....$ 12.00
Lowboy Truck.....$ 13.93
Tack Truck.....$ 16.13
Water Truck
Acadia.....$ 11.95
Allen, Assumption,
Avoyelles, Beauregard,
Evangeline, Iberia,
Jefferson Davis, St.
James, St. Landry, St.
Mary, Tangipahoa,
Vermilion, Washington.....$ 12.41
Vernon.....$ 12.69

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

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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 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) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

INDEX TO SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2,2a	GENERAL NOTES & LOCATIONS
3	ESTIMATED QUANTITIES
4	TRAFFIC CONTROL LAYOUT SHORT DURATION LANE CLOSURE LESS THAN THREE HOURS

STANDARD PLANS

DESCRIPTION	REVISION DATE
PM-01	9-18-17
PM-02	9-18-17
PM-03	9-18-17
PM-04	9-18-17
PM-05	9-18-17
PM-06	9-18-17
PM-07	9-18-17
PM-08	9-18-17
PM-09	9-18-17
TTC-00 A-D	3-12-13
TTC-09	3-12-13
TTC-12	3-12-13
TTC-17	3-12-13

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
PLANS OF PROPOSED
STATE HIGHWAY

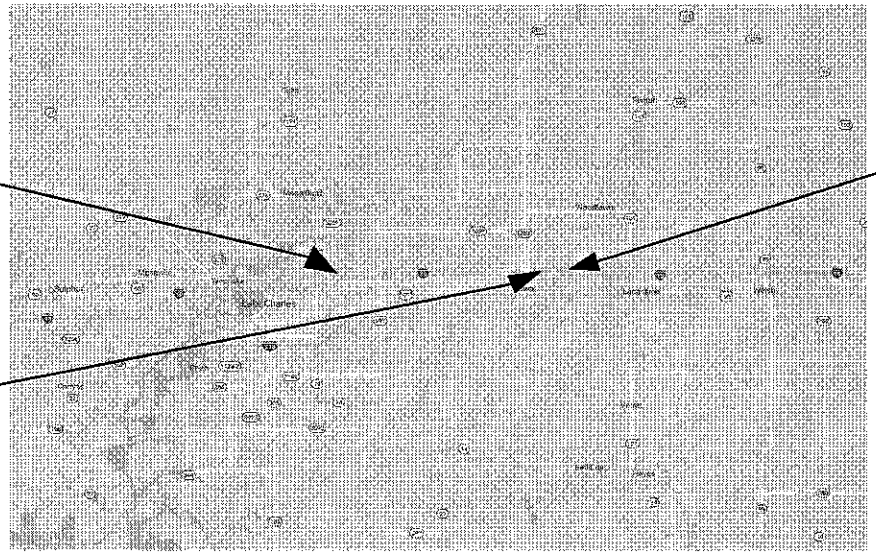
F.A.P. NO. H013561

STATE PROJECT NO. H.013561

I-10: PAVEMENT MARKER REPLACEMENT I

CALCASIEU & JEFFERSON DAVIS PARISHES

ROUTE I-10



TYPE OF WORK: Remove and replace existing retroreflective raised pavement markers.

STATE OF LOUISIANA
RYAN A. HOYT
License No. 35558
PROFESSIONAL ENGINEER

APPROVED
TRAFFIC ENGINEERING ADMIN.
7-16-18
DATE

APPROVED
CHIEF ENGINEER
7/17/18
DATE

NOTE:
THE 2016 LOUISIANA DOTD STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, AS AMENDED BY THE PROJECT SPECIFICATIONS, SHALL GOVERN ON THIS PROJECT.

NO.	DATE	REVISION DESCRIPTION	DATE	RECOMMENDED	DATE	APPROVED

SCHEDULE OF REVISIONS

TRAFFIC ENGINEERING MANAGEMENT

I-10: PAVEMENT MARKER REPLACEMENT I

NO.	DATE	REVISION DESCRIPTION	BY

DESIGNED / CHECKED	TH / RH	PARISH	CALCASIEU & JEFF DAVIS
DETAILED / CHECKED	TH / RH	FEDERAL PROJECT	H013561
DATE / SHEET	5/21/2018	STATE PROJECT	H.013561

SHEET NUMBER

I-1

GENERAL NOTES

ALL WORK SHALL BE LIMITED TO TIMES STATED IN THE SPECIAL PROVISIONS ENTITLED "MAINTAINENCE OF TRAFFIC." PROJECT ENGINEER MAY ADJUST CONSTRUCTION TIMES AS NEEDED, BASED ON ACTUAL TRAFFIC CONDITIONS.

LANE CLOSURES FOR THE REMOVAL AND REPLACEMENT OF GORE MARKERS SHALL BE ACCORDING TO SPECIAL DETAIL SHOWN ON SHEET 4. IF THE LANE CLOSURES LAST LONGER THAN THREE HOURS, TTC-9 OR TTC-12 SHALL BE FOLLOWED.

GENERAL NOTES FOR RAISED PAVEMENT MARKERS

RAISED PAVEMENT MARKERS SHALL NOT BE INSTALLED ON PAVEMENT JOINTS.

ON ASPHALT SECTIONS, EXISTING RAISED PAVEMENT MARKERS SHALL BE REMOVED. CONTRACTOR SHALL NOT REMOVE THOSE MARKERS THAT WOULD CAUSE DAMAGE TO ASPHALT PAVEMENT WHEN REMOVED. AT THESE LOCATIONS, NEW MARKERS SHALL BE PLACED IN FRONT OF THE EXISTING MARKERS.

EXISTING RAISED PAVEMENT MARKERS SHALL BE REMOVED AND NEW RAISED PAVEMENT MARKERS SHALL BE INSTALLED ACCORDING TO STANDARD PLANS PM-01 – PM-09

THE CONTRACTOR HAS 3 DAYS TO INSTALL RAISED PAVEMENT MARKERS ONCE THEY'RE REMOVED.

I-10 PROJECT LOCATIONS

Route	Control Section	Beg. Log Mile	End Log Mile	Parish	Length (mile)	ADT	RPM'S Mainline & Ramps	Comments
I-10	450-03	0.000	0.770	Jefferson Davis	0.770	54800	X	
I-10	450-91	33.900	43.505	Calcasieu	9.605	64800	X	
				Total mi.	10.375			

TRAFFIC ENGINEERING MANAGEMENT

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT DOTD

PROJECT LOCATIONS

I-10: Pavement Marker Replacement I

STATE OF LOUISIANA

NO.	DATE	REVISION DESCRIPTION	BY

DESIGNED RH	PARISH	CALCASIEU & JEFF DAVIS	SHEET NUMBER
CHECKED TH			
DETAILED TH	FEDERAL PROJECT	H013561	20
CHECKED RH			
DATE 5/21/2018	STATE PROJECT	H.013561	
SHEET			

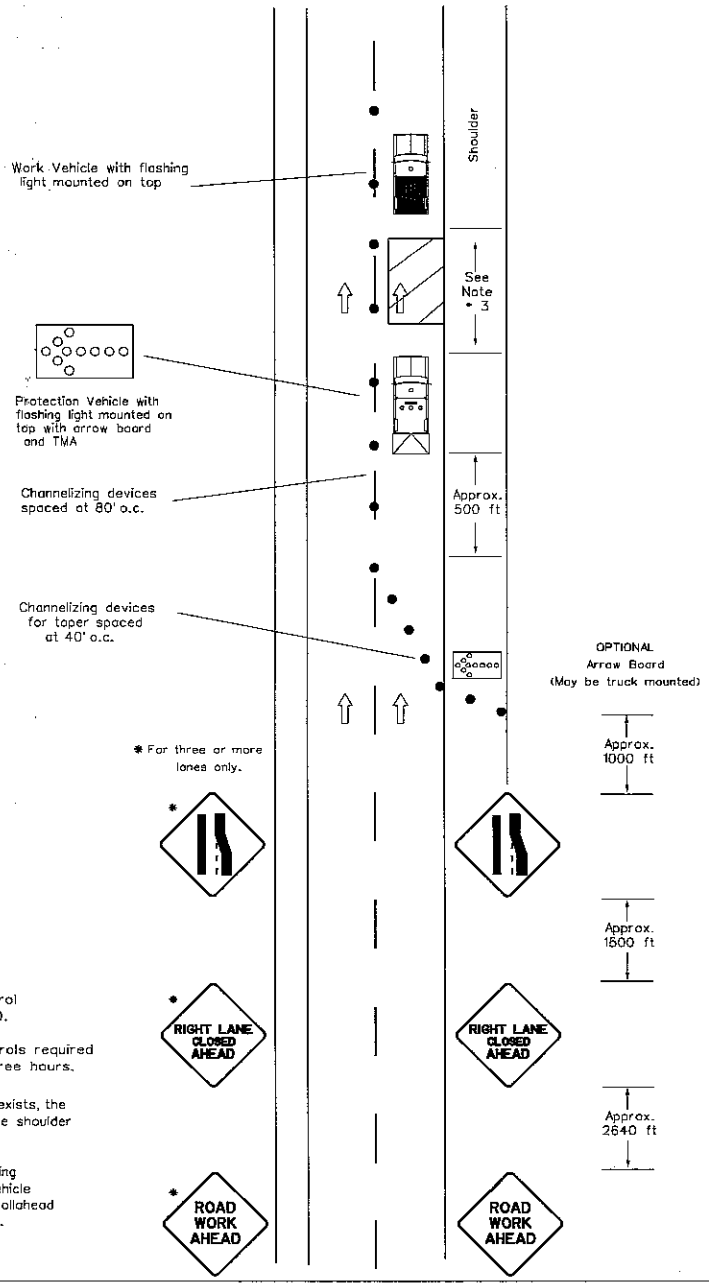
Summary Of Estimated Quantities

Proposal ID: H.013561.6 **State Project Number:** H.013561
Federal Project Number: H013561

Proposal Description: I-10: PAVEMENT MARKER REPLACEMENT I

Item No.	Description	Supplemental Description	Alternate Set	Alternate Member	Quantity	Units
		General Items				
713-01-00100	Temporary Signs and Barricades				1.000	LUMP
727-01-00100	Mobilization				1.000	LUMP
731-02-00100	Reflectorized Raised Pavement Markers				24,500.000	EACH
731-03-00100	Removal of Raised Pavement Markers				21.250	MILE
NS-713-00009	Portable Changeable Message Sign (with communications)				2.000	EACH

Notes:



NOT TO SCALE

NOTES

This sheet shall be used with Temporary Traffic Control General Notes Sheets TC-00(A), TC-00(B), & TC-00(C).

1. This layout represents the minimum traffic controls required for short duration lane closures for less than three hours.
2. If a queue greater than 30 minutes (about 2 miles) exists, the contractor shall cease operations and pull over to the shoulder until the queue dissipates.
3. The protection vehicle shall be equipped with a flashing amber light and a truck mounted attenuator. This vehicle shall move with work operations not to exceed the rollahead distance required by the manufacturer plus 100 feet.

LEGEND

- Flashing Arrow Panel
- Work Area
- Channelizing Device
- Direction of Travel
- Work Vehicle
- Truck with Amber Light and Truck Mounted Attenuator

TRAFFIC CONTROL LAYOUT
SHORT DURATION LANE CLOSURE
LESS THAN THREE HOURS

TRAFFIC ENGINEERING

SHEET NUMBER	4
PARISH	Calcasieu & Jefferson Davis
FEDERAL PROJECT	H.013561
STATE PROJECT	H.013561
DESIGNED / CHECKED	T. HUMPHREYS / J. COLVIN
DETAILED / CHECKED	T. HUMPHREYS / J. COLVIN
DATE / SHEET	09/1/2015

NO.	DATE	REVISION DESCRIPTION	BY

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

CONSTRUCTION PROPOSAL INFORMATION FOR

FEDERAL AID PROJECT

STATE PROJECT NO. H.013561
I-10: PAVEMENT MARKER REPLACEMENT I
ROUTE I-10
CALCASIEU & JEFFERSON DAVIS PARISHES

BID BOND

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

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

Signed and sealed this _____ day of _____, 20_____.

The condition of this obligation is such that, whereas the Principal has submitted a bid to the Department on a contract for the construction of **STATE PROJECT NO. H.013561, FEDERAL AID PROJECT NO. H013561, I-10: PAVEMENT MARKER REPLACEMENT I, located in CALCASIEU AND JEFFERSON DAVIS PARISHES, ROUTE I-10,** if the bid is accepted and the Principal, within the specified time, enters into the contract in writing and gives bond with Surety acceptable to the Department for payment and performance of said contract, this obligation shall be void; otherwise to remain in effect.

_____	_____
Principal (Bidder or First Partner to Joint Venture)	If a Joint Venture, Second Partner
By _____	By _____
Authorized Officer-Owner-Partner	Authorized Officer-Owner-Partner
_____	_____
Typed or Printed Name	Typed or Printed Name

_____
Surety

By _____ (Seal)
Agent or Attorney-in-Fact

_____
Typed or Printed Name

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

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

11/16
Form CS-2A

LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

7/26/2018

Proposal Schedule of Items

Proposal ID: H.013561.6 **Project(s):** H.013561.6

SECTION: 1 General Items

Proposal Line Number	Item ID	Description Unit Price (In Words, Ink or Typed)	Approximate Quantity	Unit of Measure
0001	713-01-00100	Temporary Signs and Barricades		LUMP SUM
		_____ Dollars _____ Cents		
0002	727-01-00100	Mobilization		LUMP SUM
		_____ Dollars _____ Cents		
0003	731-02-00100	Reflectorized Raised Pavement Markers	24,500.000	EACH
		_____ Dollars _____ Cents		
0004	731-03-00100	Removal of Raised Pavement Markers	21.250	MILE
		_____ Dollars _____ Cents		
0005	NS-713-00009	Portable Changeable Message Sign (with communications)	2.000	EACH
		_____ Dollars _____ Cents		

Section: 1 **Total:** _____._____

Total Bid: _____._____

CONSTRUCTION PROPOSAL SIGNATURE AND EXECUTION FORM

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

STATE PROJECT NO. **H.013561**

FEDERAL AID PROJECT NO. **H013561**

NAME OF PROJECT **I-10: PAVEMENT MARKER REPLACEMENT I**

I (WE) HEREBY CERTIFY THAT I (WE) HAVE CAREFULLY EXAMINED THE PROPOSAL, PLANS AND SPECIFICATIONS, INCLUDING ANY AND ALL ADDENDA, AND THE SITE OF THE ABOVE PROJECT AND AM (ARE) FULLY COGNIZANT OF ALL PROPOSAL DOCUMENTS, THE MASTER COPY OF WHICH IS ON FILE AT DOTD HEADQUARTERS IN BATON ROUGE, LA., AND ALL WORK, MATERIALS AND LABOR REQUIRED THEREIN, AND AGREE TO PERFORM ALL WORK, AND SUPPLY ALL NECESSARY MATERIALS AND LABOR REQUIRED FOR SUCCESSFUL AND TIMELY COMPLETION OF THE ABOVE PROJECT AND TO ACCEPT THE SUMMATION OF THE PRODUCTS OF THE UNIT PRICES BID ON THE SCHEDULE OF ITEMS ATTACHED HERETO AND MADE A PART HEREOF MULTIPLIED BY THE ACTUAL QUANTITY OF UNIT OF MEASURE PERFORMED FOR EACH ITEM, AS AUDITED BY DOTD, AS FULL AND FINAL PAYMENT FOR ALL WORK, LABOR AND MATERIALS NECESSARY TO COMPLETE THE ABOVE PROJECT, SUBJECT TO INCREASE ONLY FOR PLAN CHANGES (CHANGE ORDERS) APPROVED BY THE DOTD CHIEF ENGINEER OR HIS DESIGNEE. THIS BID IS SUBMITTED IN ACCORDANCE WITH THE GENERAL BIDDING REQUIREMENTS IN THE CONSTRUCTION PROPOSAL AND ALL SPECIAL PROVISIONS, PLANS, SUPPLEMENTAL SPECIFICATIONS, AND THE LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES (2016 EDITION). I (WE) UNDERSTAND THAT THE SUMMATION OF THE PRODUCTS OF THE UNIT PRICES BID ON THE SCHEDULE OF ITEMS MULTIPLIED BY THE ESTIMATED QUANTITY OF UNIT OF MEASURE FOR EACH ITEM, ALONG WITH ANY OTHER FACTORS SPECIFIED TO BE APPLICABLE SUCH AS CONSTRUCTION TIME AND/OR LANE RENTAL, SHALL BE THE BASIS FOR THE COMPARISON OF BIDS. I (WE) UNDERSTAND THAT THE SCHEDULE OF ITEMS MUST CONTAIN UNIT PRICES WRITTEN OUT IN WORDS AND THAT THE SCHEDULE OF ITEMS SUBMITTED AS PART OF THIS BID IS ON THE FORM SUPPLIED BY DOTD IN THE BID PROPOSAL. MY (OUR) PROPOSAL GUARANTY IN THE AMOUNT SPECIFIED FOR THE PROJECT IS ATTACHED HERETO AS EVIDENCE OF MY (OUR) GOOD FAITH TO BE FORFEITED IF THIS BID IS ACCEPTED BY DOTD AND I (WE) FAIL TO COMPLY WITH ANY REQUIREMENT NECESSARY FOR AWARD AND EXECUTION OF THE CONTRACT, AS WELL AS, SIGN AND DELIVER THE CONTRACT AND PAYMENT/PERFORMANCE/RETAINAGE BOND AS REQUIRED IN THE SPECIFICATIONS.

NONCOLLUSION DECLARATION (APPLICABLE TO FEDERAL-AID PROJECTS)

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

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

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

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

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

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

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

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

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

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

THE BIDDER IS REQUIRED TO MARK HERE ☐

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

CS-14A
09/17

STATE PROJECT NO. **H.013561**

BIDDER SIGNATURE REQUIREMENTS (APPLICABLE TO ALL PROJECTS)

THIS BID FOR THE CAPTIONED PROJECT IS SUBMITTED BY:

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

_____
If Joint Venture, Name of First Partner

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

_____
(Business Street Address)

_____
(Business Mailing Address, if different)

_____

_____

_____
(Area Code and Telephone Number of Business)

_____
(Telephone Number and Name of Contact Person)

_____
(Telecopier Number, if any)

_____
If Joint Venture, Name of Second Partner

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

_____
(Business Street Address)

_____
(Business Mailing Address, if different)

_____

_____

_____
(Area Code and Telephone Number of Business)

_____
(Telephone Number and Name of Contact Person)

_____
(Telecopier Number, if any)

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

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date of Signature)

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date of Signature)

CONTRACTOR'S TOTAL BASE BID $ _____

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

CS-14AA
09/17