

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR:

WOODLAND WWTP DEMOLITION PROJECT

OWNER:

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY

B. H. H.

APPROVED

6/2/2026

DATE

Will Barlett

CERTIFIED

6/3/2026

DATE



ST. JOHN THE BAPTIST PARISH GOVERNMENT
JACLYN HOTARD
PARISH PRESIDENT

TECHNICAL SPECIFICATIONS PREPARED BY:



CHARLES CABALLERO, P.E.

04/20/2026

DATE

DISCLAIMER:

It is the sole responsibility of the Contractor to read and understand all terms and provisions contained in this document, as it is a legally binding contract. Contractors are encouraged to consult legal counsel prior to its execution.



ADVERTISEMENT FOR BIDS

ST. JOHN THE BAPTIST PARISH

WOODLAND WASTEWATER TREATMENT PLANT DEMOLITION

Sealed Bids will be received by St. John the Baptist Parish Purchasing and Procurement Department in St. John the Baptist Parish Government Complex Building, 1811 W. Airline Highway, LaPlace, La. 70068, at the receptionist's desk, or electronically submitted on www.centralbidding.com until **9:45 A.M. Local Time, July 16, 2026.**

Bids shall be addressed to the St. John the Baptist Parish Purchasing and Procurement. Bid envelopes shall be sealed, display the name, address, and Louisiana State Contractor's License Number, and be clearly marked on the outside of the envelope **"BID 2026.16 WOODLAND WASTEWATER TREATMENT PLANT DEMOLITION."** Any bids received after the specified time and date will not be considered. The sealed bids will be publicly opened and read aloud at **10:00 A.M. Local Time July 16, 2026,** in the St. John the Baptist Parish Government Complex Council Chambers located at 1811 W. Airline Highway, LaPlace, LA 70068.

Bid documents may be viewed on or downloaded from the parish website, www.sjbparish.com; obtained by contacting Peter Montz or Mellissa Tassara at the above address, phone 985-652-9569, or p.montz@Stjohn-la.gov or m.tassara@Stjohn-la.gov or downloaded and Bids electronically submitted on www.centralbidding.com.

A mandatory Pre-Bid Conference will be held at **1811 W. Airline Highway, LaPlace, LA 70068 on July 7, 2026 at 10:00 A.M. local time.** Site visits will occur immediately following the pre-bid meeting at each site included in the bid package.

Questions and comments regarding this Bid must be submitted in writing to St. John the Baptist Parish, Purchasing & Procurement Department, **ATTN: Peter Montz, 1811 West Airline Highway, LaPlace, LA 70068** or via e-mail to p.montz@Stjohn-la.gov no later than **10:00 A.M. local time on July 9, 2026.**

The Parish reserves the right to accept or reject any and all bid and to waive any irregularities or informalities incidental thereto, and to accept any bid, which the Parish feels serves its best interest. Such action will be in accordance with Title 38 of the Louisiana Revised Statutes.

Any person with disabilities requiring Special Accommodation must contact the St. John the Baptist Parish Council Office at (985) 652-9569 no later than seven (7) days prior to bid opening. Participation by minority and female owned business, as well as businesses located in this Parish, is encouraged.

ST. JOHN THE BAPTIST PARISH COUNCIL

Publish:

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June 24, 2026

July 1, 2026

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Information for Bidders

Woodland WWTP Demolition

SUMMARY OF WORK

This project consists of furnishing all supervision, labor, equipment, materials, and other resources necessary to demolish and remove the existing Woodland wastewater treatment plant (WWTP) facilities, including structures, tanks, process equipment, piping, electrical components, and associated appurtenances. Work includes proper handling, transportation, and disposal or recycling of all materials in accordance with applicable environmental and regulatory requirements, and restoration of the site to a clean, graded condition.

Louisiana Contractor's License Required: Municipal and Public Works Classification

The BID package includes the following:

1. Public Works Bid Form
2. Bid Bond
3. Corporate Resolution or Certificate of Authority

Past Criminal Convictions Attestation*

Non-Solicitation and Unemployment Affidavit*

Certificate Regarding Debarment*

E-Verify Affidavit*

Required Federal Certifications in Section 7.2*

*These documents are due to St. John the Baptist Parish within 10 days after bid opening. They are not required to be submitted with the BID.

General Information

1.0 BID PREPARATION

- 1.1 This BID is subject to all applicable state and local laws, including the Louisiana Code of Governmental Ethics.
- 1.2 BID package, associated documents and addenda may be viewed on or downloaded from the Parish website at www.sjbparish.com; obtained by contacting Peter Montz or Mellissa Levandoske at the at 1811 W. Airline Highway, LaPlace, LA 70068, phone 985-652-9569, or p.montz@Stjohn-la.gov or m.tassara@St.john-la.gov or downloaded on Central Bidding at www.centralbidding.com. Electronic BIDS will be accepted only on www.centralbidding.com.
- 1.3 No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Written addenda to the BID may be issued to provide clarification, corrections, or to answer questions. Any addenda issued will be emailed to plan holders and posted to the Central Bidding website.
- 1.4 Questions and comments regarding this BID must be submitted in writing to St. John the Baptist Parish,

Purchasing & Procurement Department, **ATTN: Peter Montz, 1811 West Airline Highway, LaPlace, LA 70068** or via e-mail to p.montz@stjohn-la.gov no later than 10:00 A.M. local time on July 9, 2026.

- 1.5 Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.
- 1.6 Conditions of Work: Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
- 1.7 Laws and Regulations: All applicable State laws, municipal ordinances and rules and regulations of authorities having jurisdiction over construction of the project shall apply to the contract throughout and will be deemed to be included in the contract the same as written herein in full.
- 1.8 Subcontractors: The bidder is specifically advised that any person for or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.
- 1.9 Determination of Unit and Extended Prices: In unit price bids, the total amount bid shall be in the sum of the correct extensions of the unit price bid on each item of work multiplied by the approximate quantity of work shown for the respective item. Each extension shall be carried to one hundredth of a dollar, and the last digit in the extension (or cents' place) shall not be rounded off.
- 1.10 Erasures: The bid submitted must not contain erasures. Any and all interlineations or other corrections shall be suitably authenticated by affixing in the margin immediately opposite the correction the initials of the person or persons signing the bid.
- 1.11 Prices: In the event of a discrepancy between the prices quoted in words and those quoted in figures in the bid, the words shall control. The prices are to include the furnishing of all materials, plant, equipment, tools, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the contract documents.
- 1.12 Qualifications of Bidder: The Owner may make such investigations deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is responsible and is properly qualified to carry out the obligations of the contract and complete the work contemplated therein. Any conditions placed on a submitted bid shall result in rejection of such bid.
- 1.13 Bid Security: Each bid must be accompanied by cashier's check or certified check of the bidder, or a bid bond, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5 percent of the bid made payable to the Owner. Such cashier's checks, certified checks, or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cashier's checks, certified checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 45 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. Sureties used for obtaining bonds must appear as acceptable on the U.S. Department of the Treasury Circular 570.

- 1.14 Liquidated Damages for Failure to Enter into Contract: The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds within 10 days after he receives notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

2.0 Submission of BID

- 2.1 Electronic BIDS shall be accepted only on www.centralbidding.com and/or Paper BIDs shall be addressed to St. John the Baptist Parish and delivered to the receptionist located in the St. John the Baptist Parish Government Complex, 1811 West Airline Hwy., LaPlace, LA no later than **9:45 A.M. local time on July 16, 2026.**
- 2.2 BID package must be submitted in a sealed envelope or package clearly marked with the **Bidder's name, address, and Louisiana State Contractor's License Number**, and **"BID 2026.16 WOODLAND WASTEWATER TREATMENT PLANT DEMOLITION"**.
- 2.3 The Parish will not be responsible for submissions forwarded through the U.S. Postal Service or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to the incorrect location.
- 2.4 BIDs submitted by facsimile (FAX) or e-mail will not be accepted. Any BID received after **9:45 A.M. local time on July 16, 2026** will be deemed unresponsive and will be returned to Company unopened.
- 2.5 Bids are due on or before the exact closing date and time. Bids received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time. The response (including copies) must be submitted in a sealed envelope or package clearly marked with **the Bidder's name, address and Louisiana State Contractor's License Number**, and **"BID 2026.16 WOODLAND WASTEWATER TREATMENT PLANT DEMOLITION"**. In the case of an electronic bid proposal, a contractor may submit an authentic digital signature on the electronic bid proposal accompanied by the contractor's license number.
- 2.6 Per LA R.S. 38:2212(B)(2), the bidding documents shall require only the following to be submitted by a bidder on a public works project:
- Completed Louisiana Uniform Bid Form
 - Bid Security or Bid Bond
 - Acknowledgement of Addenda
 - Base Bid
 - Alternates
 - Signature of Bidder
 - Name, Title and Address of Bidder
 - Name of Firm or Joint Venture
 - Corporate Resolution or written evidence of the authority of the person signing the bid
 - Louisiana Contractor's License Number (**must also be on the sealed envelope or package**)

If the Parish adds any additional requirements for information, unless mandated by State or Federal requirements, they shall be part of the ten day documents submittal package.

3.0 Pre-BID Conference

A Mandatory Pre-Bid Conference will be held at 1811 West Airline Highway, LaPlace, LA 70068 on **July 7, 2026, at 10:00 A.M. local time.**

4.0 Opening

BIDs will be opened publicly at **10:00 A.M. local time on July 16, 2026** in the St. John the Baptist Parish Government Complex Council Chambers located at 1811 W. Airline Highway, LaPlace, LA 70068.

5.0 Public Disclosure

It is understood and agreed upon by the Company in submitting a BID that the Parish has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number received; competitive technical information; competitive price information; and the Parish's evaluation concerns about competing BIDs. Information releasable after award is subject to the disclosure requirements of the Louisiana Public Records Act. Company specifically waives any claims against Parish related to the disclosure of any materials if made under a public records request.

6.0 Parish Commitment

6.1 The Owner reserves the right to reject any and all bids for just cause; such actions will be in accordance with Title 38 of the Louisiana Revised Statutes. In accordance with R.S. 38:2212 (A)(1)(b), the provisions and requirements stated in the Bidding Documents shall not be waived by any entity.

6.2 The Parish reserves the right to terminate this BID at any time prior to contract execution.

6.3 No prior, current, or post-award verbal conversation or agreement(s) with any officer, agent, or employee of the Parish shall affect or modify any terms or obligations of this BID, or any contract resulting from this procurement.

6.4 The Parish reserves the right to revise any part of the BID by issuing an addendum to the BID at any time in accordance with relevant Louisiana Revised Statutes. Issuance of this BID in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject, in whole or part, all BIDs submitted, and/or cancel this announcement if it is determined to be in the Parish's best interest. All materials submitted in response to this announcement become the property of the Parish, and selection or rejection of a submittal does not affect this right.

7.0 Late, Modified, or Withdrawn BIDs

7.1 Any BID received after the exact time specified for receipt will not be accepted or opened.

7.2 No modification of a BID will be accepted.

7.3 No bidder may withdraw his/her bid within forty-five (45) days after the actual date of the opening thereof, except as provided under LA. R.S. 38:2214.

8.0 Evaluation and Selection

The Parish Administration will present its recommendation to St. John the Baptist Parish Council for award. This award will be made to the lowest responsive and responsible Bidder. The Parish also reserves the right to reject any and all BIDs.

9.0 Time of Completion and Liquidated Damages

Bidder must agree to fully complete the project within 120 consecutive calendar days thereafter. Bidder must agree to pay as liquidated damages the sum of \$750.00 for each consecutive calendar day thereafter until acceptance as hereinafter provided.

10.0 Security for Faithful Performance

Simultaneously with his delivery of the executed contract, the successful bidder shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Only those surety companies currently on the U. S. Department of Treasury Financial Management Services list (Circular 570) of approved bonding companies will be accepted. The agent selling the bond must be currently licensed to do business in Louisiana. This will be verified by the Owner.

The successful bidder will be required to file a performance bond in the full amount (100-percent) of the contract price for the full period of the contract and a payment bond in the full amount (100-percent) of the contract price for the full period of the contract.

11.0 Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12.0 Insurance

Bidder shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where Consultant/Company may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A. **Statutory Workman's Compensation** covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Consultant/Company in connection with this agreement.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Dept.
3. No excluded classes of owners/officers or employees shall be allowed on Council's premises.

WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.

- B. **Commercial General Liability**, including:

1. Contractual liability assumed by this agreement
2. Owner's and Contractor's Protective Liability (if Contractor is a General Contractor) may be required.
3. Personal and advertising liability
4. Completed operations
5. Medical payments

The limits for "B" above shall not be less than:

1. \$5,000,000 each occurrence limit
2. \$5,000,000 general aggregate limit
3. \$5,000,000 products/completed operations aggregate limit
4. \$1,000,000 personal and advertising injury limit
5. \$50,000 fire damage limit
6. \$5,000 medical expense limit (desirable but not mandatory)

St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.

Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department/Legal Dept.

- C. **Comprehensive Automobile Liability** covering all owned, hired and other non-owned vehicles of the Company.

The limits for "C" above shall not be less than:

1. \$15,000/\$20,000BI/\$25,000 PD

St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the Certificate.

OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement prior to commencement of work. Company shall maintain insurance in full force and effect during the entire period of performance of work. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

- D. **Professional Liability Insurance** covering the Wrongful Acts of those professional firms and individuals performing services for St. John the Baptist Parish. Certain classifications of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not limited to: Professional Engineers, Architects, Land Surveyors, Attorneys, and IT Consultants. The limits for "D" above shall not be less than: \$1,000,000 CSL

WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the Certificate.

- E. **Builders All Risk Insurance** : The contractor shall acquire Builders All Risk coverage, which provides all risk coverage for direct physical loss or damage to buildings/contents or structures during the course of construction.

OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement prior to commencement of work. Bidder shall maintain insurance in full force and effect during the entire period of performance of work. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

13.0 Submittals Required After Bid Opening

Failure of the apparent low bidder to provide the following documentation any later than 10 days after the bid is opened shall be cause to declare the apparent low bidder non-responsive and award the bid to the next lowest bidder. (Pursuant to LA RS 38:2212)

- Past Criminal Convictions of Bidders Attestation
- Non-Solicitation and Unemployment Affidavit
- E-Verify Form
- Certification Regarding Debarment, Suspension, Lobbying, and Other Responsibility Matters

14.0 Invoices

Itemized invoices for payment of these services shall be submitted to the Director of Utilities for approval prior to routing to Accounts Payable.

15.0 Hold Harmless

To the fullest extent permitted by law, Company shall indemnify, hold harmless, and defend the Parish Council and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Company.

16.0 Non-assignability

No Company shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

17.0 Exclusions

Pursuant to Louisiana Revised Statute 38:2227, Contractor must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent Federal crimes. Consultant must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identify theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery; contractors' misapplication of payments, malfeasance in office, or their equivalent Federal crimes within the five (5) years prior to submitting the BID.

18.0 Disclosure

Company must disclose whether it provides services or pays commissions to any employee or elected official of St. John the Baptist Parish. If so, company must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.

19.0 Termination for Cause and Convenience

Bidder acknowledges this contract contains termination provisions including the manner in which termination shall be affected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside the bidder's control.

20.0 Severability Clause

If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

21.0 Venue

This Agreement shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this Agreement shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. Bidder hereby agrees and consents to personal and/or in rem jurisdiction of the trial and appropriate Appellate courts.

22.0 Discrimination Clause

The Bidder agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

26.0 Federal Contract Requirements

The bidder's attention is directed to **Section 07.1** for Federal Contract Requirements which are applicable to this project.

27.0 Explanation of Six Good Faith Efforts

It is a Federal requirement that all procurement made with Federal funds utilize six (6) good faith efforts to utilize disadvantaged business enterprises (DBE's) in the areas of construction, services, equipment, and supplies as follows:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (1) through (5) of this section.

The PRO-Net database can be accessed by typing www.sba.gov to reach the SBA Webpage. The PRO-Net database allows you to conduct a search for firms based on a number of criteria such as locality, SIC codes, bonding capability, etc. This database also allows you to locate firms that have been certified through the 8(a) program which certifies that the company has at least 2 years experience, has adequate financing and bonding to perform, and has references from previous jobs. If you do not have Internet access, you can contact the New Orleans office of the SBA at (504) 589-2847.

The MBDA also maintains a database which can be accessed by typing www.mbda.gov to reach their opportunity database. Information you submit to this database about the job you have for MBE/WBE participation will be compared with information in the Phoenix database of minority companies. When a match is made, the eligible minority companies will receive a copy of your opportunity by email and/or fax and you will receive (via email or fax) a list of the minority companies to which your opportunity has been referred. The phone number for the MBDA is (214) 767-8001.

The Louisiana Department of Transportation and Development (DOTD) also has an online list of DBE firms that have been certified by DOTD. Typing www.dotd.state.la.us/cgi-bin/construction.cgi will take you to the site where you can select the most current list of DBE firms. The phone number for DOTD is (225) 379-1382.

The successful bidder must provide documentation to demonstrate that the affirmative action steps were pursued. Documentation might include records of telephone calls, records of utilization of the MBDA and

SBA Web sites, and relevant correspondence. Where DBEs are contacted but not utilized, an explanation as to why each one contacted was not utilized should be provided.

28.0 Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the parish. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the PARISH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds.

29.0 E-Verify Program

Pursuant to Louisiana Revised Statute 38:2212.10, contractor must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. Contractor must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

30.0 Tax Exempt

Pursuant to Louisiana Revised Statute 47:301(8)(c) the St. John the Baptist Parish Government, being a political subdivision, is exempted from sales tax levied by the State. The successful bidder will be issued a Louisiana Department of Revenue form R-1020, designating the Contractor as an agent of St. John the Baptist Parish for the exemption of sales tax.

INFORMATION PAGE

Bidder Information Form

Today's Date: _____

Name of Bid: _____

Company Name: _____

Primary Contact Person: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Business Phone: _____

Primary Contact Cell Phone: _____

E-Mail Address: _____

Section 02

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. John the Baptist Parish
1811 W. Airline Hwy
LaPlace, LA 70068

(Owner to provide name and address of owner)

BID FOR: Bid No. 2026.16
Woodland Wastewater Treatment Plant Demolition
Project

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

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Bonton Associates, LLC and dated: 6/02/26.

(Owner to provide name of entity preparing bidding documents.)

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

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

_____ Dollars (\$ _____)

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

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

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

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

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

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

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: St. John the Baptist Parish
1811 W. Airline Highway
LaPlace, LA 70068
(Owner to provide name and address of owner)

BID FOR: Bid No. 2026.16
Woodland Wastewater Treatment Plant
Demolition Project
(Owner to provide name of project and other identifying information)

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

DESCRIPTION:	MOBILIZATION			☒ Base Bid or ☐ Alt.# ____
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price):</i>
1	1	LUMP SUM		

DESCRIPTION:	DEMOLITION OF FACILITIES			☒ Base Bid or ☐ Alt.# ____
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price):</i>
2	1	LUMP SUM		

DESCRIPTION:	SLUDGE REMOVAL – DRYING BEDS			☒ Base Bid or ☐ Alt.# ____
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price):</i>
3	3515	TON		

DESCRIPTION:	SLUDGE REMOVAL – TREATMENT UNITS			☒ Base Bid or ☐ Alt.# ____
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price):</i>
4	4424	CU YD		

DESCRIPTION:	GRANULAR MATERIAL			☒ Base Bid or ☐ Alt.# ____
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price):</i>
5	1433	CU YD		

DESCRIPTION:	SEEDING			☒ Base Bid or ☐ Alt.# ____
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price):</i>
6	50	LBS		

DESCRIPTION:	FERTILIZER			☒ Base Bid or ☐ Alt.# ____
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price):</i>
7	100	LBS		

DESCRIPTION:	FLOWABLE FILL			☒ Base Bid or ☐ Alt.# ____
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price):</i>
8	500	CU YD		

DESCRIPTION:	RELOCATION OF INFRASTRUCTURE ITEMS			☒ Base Bid or ☐ Alt.# ____
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price):</i>
9	1	LUMP SUM	\$40,000.00	\$40,000.00

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

Section 03

BID BOND

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

as PRINCIPAL, and _____ as SURETY, are hereby held and firmly bound unto **St. John the Baptist Parish** as OWNER in the penal sum of _____ for _____ the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the PRINCIPAL has submitted to **St. John the Baptist Parish** a certain BID, attached hereto and hereby made a part hereof to enter into a CONTRACT in writing, for **Woodland WWTP Demolition Project.**

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the PRINCIPAL shall execute and deliver a CONTRACT in the FORM OF CONTRACT attachment hereto properly completed in accordance with said BID and shall furnish a BOND for faithful performance of said CONTRACT, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all other respects perform the AGREEMENT created by the acceptance of said BID.

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

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

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

Principal

Witness

By: _____

Surety

Witness

By: _____

IMPORTANT - SURETY companies executing BONDS must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Section 03.1

CORPORATE RESOLUTION

(Corporations must use and submit their form)

1. The named signatory is the same individual authorized to sign pursuant to the contract language in the appearance clause.
2. An officer listed on the Corporation's Secretary of State listing has certified the Corporate Resolution.
3. The corporate resolution shall not be more than one year old.
4. The company properly grants authority to a named individual to sign on behalf of the company (authority granted by a corporation is granted through its board of directors).
5. Document shall be submitted with the submittal.

CERTIFICATE OF AUTHORITY

(LLC must use and submit their form)

1. The named signatory is the same individual authorized to sign pursuant to the contract language in the appearance clause.
2. An officer listed on the LLC's Secretary of State listing has certified the Certificate of Authority.
3. The Certificate of Authority shall not be more than one year old.
4. The Certificate of Authority is notarized.
5. The company properly grants authority to a named individual to sign on behalf of the company.
6. Document shall be submitted with the submittal.

Section 03.2

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

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, (Appeared) the owner/authorized representative of

Submitter/ Individual / Legal Entity Name

Appeared, as a Bidder on the herein named Project, does hereby attest that:

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

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)

- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

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

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Submitter's misapplication of payments (R.S. 14:202)

- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Issuing worthless checks (R.S. 14:71)
- (i) Malfeasance in office (R.S. 14:134)

Name of Bidder

Signature of Authorized Signatory of Bidder

Project Name/Number

Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____, 20_____.

Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

Section 03.3

**ST. JOHN THE BAPTIST PARISH
NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT**
(Pursuant to La. R.S. 38:2224 and La. R.S. 23:1726(B))

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity Name

who, being first duly sworn, depose and state that I personally and as an authorized representative of the above identified legal person executes this continuing affidavit stating that neither the above named Submitter nor a person acting on its behalf, either directly or indirectly, employed, paid, nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this public contract, other than persons regularly employed by Submitter whose services were in the regular course of their duties for Submitter in connection with the construction, alteration or demolition of a public building or project.

The above named Submitter, if awarded, continually affirms that no part of the contract price received by Submitter was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services were in the regular course of their duties for Submitter.

The above named Submitter hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee.

_____ Signature of Authorized Signatory	SUBSCRIBED AND SWORN BEFORE ME ON THIS
_____ Printed Name of Signatory	_____ DAY OF _____ 2020.
_____ Title of Authorized Signatory	_____ Notary Signature
_____ Project Name/Number	Printed Notary Name: _____
	Notary/Bar Roll Number: _____
	My Commission is for/expires on: _____

Submitter verifies that Submitter will collect an affidavit in this form from any approved sub-contractor and forward a copy to: Saint John the Baptist Parish, 1811 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days after contracting with its sub-contractor; however, in no instance shall the affidavit be received after commencement of work by the sub-contractor.

Section 03.4

E-VERIFY AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity
Name

who hereby personally and as the authorized representative of the above identified legal person executes this affidavit, as the undersigned Company verification of its current and future compliance with L.S.A. R.S. 38:2212.10, stating affirmatively that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. The Company hereby verifies the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

Company shall not assign this Contract or any monies due or to become due hereunder, or subcontract any part of the Work without the prior written consent of St. John the Baptist Parish.

Company verifies that the Company will collect an affidavit in this form from any approved subcontractor and forward a copy to: St. John the Baptist Parish, 1801 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days of contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

Signature of Authorized Signatory

Date E-Verify ID Assigned

Printed Name of Signatory

E-Verify ID

Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF _____, 20____

Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____ Section 03-5

Section 03.5

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 an 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.
2. 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 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Section 04

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, by and between **St. John the Baptist Parish, LA** herein called "Owner," acting herein through its Parish President, Jaclyn Hotard, and _____, herein after called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Bid No. 2026.16 - Woodland Wastewater Treatment Plant Demolition Project

Hereinafter called the project, for the sum of _____ Dollars (\$ _____) and all extra work in connection therewith, under the terms as stated in the specifications and at his/her (its/their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the specifications and contract documents.

The Contractor shall commence work under this Contract within **fifteen (15) days** from the date of the written "Notice to Proceed" issued by the Owner. The Contractor shall complete all work under the Contract within **120 calendar days** from the date of the "Notice to Proceed." The Owner has determined, and the Contractor agrees, that the liquidated damages for a delay in completion of this Contract will be **\$750.00** per calendar day in excess of the stated time of completion.

The Contractor hereby agrees to perform work under this contract in accordance with the Federal requirements listed within the specifications.

The OWNER will pay to the CONTRACTOR, in the amount and at such times as set forth in the GENERAL CONDITIONS, such amounts as required by the CONTRACT DOCUMENTS.

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

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

OWNER:

St. John the Baptist Parish

ATTEST:

BY

Signature

(Printed Name and Title)

BY

Signature

Jaclyn Hotard, Parish President

(Printed Name and Title)

CONTRACTOR:

ATTEST:

BY

Signature

(Printed Name and Title)

BY

Signature

(Printed Name and Title)

Section 4.1
PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

hereinafter called PRINCIPAL and _____
(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto:

St. John the Baptist Parish
(Name of Owner)

1811 W. Airline Hwy, LaPlace, LA 70068
(Address of Owner)

hereinafter called OWNER and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the CONTRACT and to their successors and assigns in the total aggregate penal sum of _____ (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that WHEREAS, the PRINCIPAL entered into a certain CONTRACT with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Woodland Wastewater Treatment Plant Demolition Project

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

PROVIDED, that in all respects this Bond shall be a statutory bond pursuant to LSA-R.S. 38:2241.

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

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the CONTRACT increasing the CONTRACT PRICE, so as to bind the PRINCIPAL and SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the CONTRACT or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever. PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this being the _____ day of _____, 20_____.

ATTEST:

(Principal)

(Principal) Secretary

By _____

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

Witness as to Surety

(Address)

By _____
Attorney-in-Fact

(Address)

NOTE: Date of BOND must not be prior to date of CONTRACT.

If CONTRACTOR is partnership, all partners should execute BOND.

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

Section 04.2
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

hereinafter called PRINCIPAL and _____
(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto:

St. John the Baptist Parish
(Name of Owner)

1811 W. Airline Hwy, LaPlace, LA 70068
(Address of Owner)

hereinafter called OWNER, in the total aggregate sum of _____ (\$ _____) in
lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain
CONTRACT with the OWNER, dated the _____ day of _____, 20____, a copy of which is
hereto attached and made a part hereof for the construction of:

Woodland WWTP Demolition Project

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

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

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the CONTRACT increasing the CONTRACT PRICE, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the CONTRACT or any of the Contract Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this being the _____ day of _____, 20_____.

ATTEST:

(Principal)

(Principal) Secretary

By _____

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

Witness as to Surety

By _____
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of CONTRACT.

If CONTRACTOR is partnership, all partners should execute BOND.

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

Section 05 GENERAL CONDITIONS

ARTICLE 1 - Definitions

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Acceptance, Final Acceptance - The formal action by ENGINEER accepting the Work, or a specified part of the work thereof, as being complete in all respects, or the action by ENGINEER to place the equipment/facilities in operation for continuous utilization for their intended purposes.

Agreement - Refers to the written document signed by the OWNER and CONTRACTOR that is the legal instrument binding the parties to the work. The terms "Agreement" and "Contract" are synonymous.

Application for Payment - The form furnished by CONTRACTOR and approved by ENGINEER for requesting progress payments and an affidavit of CONTRACTOR and its Subcontractors that progress payments theretofore received from OWNER on account of the work have been applied by CONTRACTOR and its Subcontractors to discharge in full all of CONTRACTOR'S and its Subcontractors' obligations stated in the prior Application for Payment, and that the accuracy of the progress reported in the Application for Payment to have been completed by CONTRACTOR or its Subcontractors has been verified by CONTRACTOR. The application for Payment should include all supporting documentation as required by the Contract Documents.

Bid - Refer to definition of Proposal Document in Instructions to Bidders.

Bonds - Bid, performance and payment bonds and other instruments of security.

Change Order - A written order to CONTRACTOR in accordance with the Louisiana Bid Law and approved by OWNER authorizing an alteration, deviation, addition, deletion, and/or revision in the Work, or an adjustment in the Contract Price and/or the Contract Time.

Contract Documents - Those documents itemized herein and as may be further itemized in the Supplementary Conditions. The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-bid documentation submitted), the bonds, the General Conditions, Special Contract Provisions, the Technical Provisions, the Drawings as the same are more specifically identified in this Agreement, together with all Modifications issued after the execution of this Agreement shall be part of the Contract Documents.

Contract Price - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

Contract Time - The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR - A person, firm or corporation with whom OWNER has entered into the Agreement for the Work designated under the Contract Documents. The term "CONTRACTOR" shall also mean CONTRACTOR or its authorized representative.

Correction Period - The time during which CONTRACTOR must repair defective work or remove defective work from the site and replace it with non-defective work, all at no cost to the OWNER, pursuant to Paragraph 13.12 of the General Conditions.

Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

Defective - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection,

test, referenced standard or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. The terms "Drawing" and "Plan" are synonymous, and wherever used in the Contract Documents it should be interpreted according to the definition of "Drawings".

Effective date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER - The individual, firm or corporation named as ENGINEER in the Supplementary Conditions, who will have the rights and authority assigned to the ENGINEER in the Contract Documents. The term "ENGINEER" means the ENGINEER or its authorized representative. The terms "ENGINEER", "DESIGN ENGINEER", "ARCHITECT" and "ENGINEER/ARCHITECT" are synonymous, and wherever used in the Contract Documents they should be interpreted according to the definition of "ENGINEER".

Field Order - A written order issued by ENGINEER to CONTRACTOR on or after the effective date of the agreement requiring a minor change in work not requiring an adjustment in the Contract Price or Contract Time.

General Requirements – refers to these General Conditions. The terms "General Requirements" and "General Conditions" are synonymous.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes and/or orders.

Notice of a Proposed Change - A written document issued on or after the effective date of the agreement initiated by a) OWNER requesting that CONTRACTOR figure the potential effect on Contract Price or time of the proposed change described in the Notice, if the proposed change is to be ordered, or b) CONTRACTOR to notify OWNER that in the CONTRACTOR'S opinion a change has been requested in a Field Order, or pursuant to ENGINEER'S approval of a shop drawings, or a written interpretation or clarification (pursuant to paragraph 9.4). A Notice of a Proposed Change shall not constitute an order to change the work, as no change shall be considered ordered until an appropriate change order, or Work Directive Change is executed by OWNER.

Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligation under the Contract Documents.

OWNER – St. John the Baptist Parish Government (SJBPG) which includes all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers.

Operation, Initiation of - A point in time when OWNER initiates use of the entire work under the project for the purposes that it was planned, designed and built, setting forth commencement of the correction period.

Partial Utilization - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted to CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual, partnership, corporation, joint venture, or other combination thereof who has a contract with Contractor to perform any part of the work at the site. The term "Subcontractor" shall also mean any individual, partnership, corporation, joint venture, or other combination thereof who has a contract with another Subcontractor to perform any part of the work at the site.

Substantial Completion - The finishing of the Work, or a specified part of the Work, in accordance with the Contract Documents, to the extent that Owner can use or occupy all or the specified part of the Work for the use for which it is intended without any concurrent Work at the site except as required to complete Punch List items with cumulative value under one percent (1%) of the Contract Price. Prerequisites for Substantial Completion include: (a) all systems have been successfully tested and demonstrated by the CONTRACTOR for their intended use, and (b) the Owner receiving all occupancy certifications and approvals from those State and local Public Entities with jurisdiction.

Special or Supplementary Conditions - Section following General Conditions which amends or supplements the General Conditions and is a part of the Contract Documents and is located in the Book of Contract Documents.

Supplier - A manufacturer, fabricator, supplier, distributor, material man or vendor.

Testing, Pre-operational - All field inspections, installation checks, water tests, performance tests, and necessary corrections required of CONTRACTOR to demonstrate that individual components of the work have been properly erected and found to operate in accordance with the Contract Documents, so that they can be utilized continuously for their intended purposes.

Testing, Start-up - A pre-defined trial period required for achieving Substantial Completion during which CONTRACTOR is to operate the work, or a part specified thereof, under actual and simulated operating conditions and performing as defined in the Contract Documents, for the purposes of a) making such minor adjustments and changes as may be found necessary to comply with the requirements of the Contract Documents, and b) to comply with the final test requirements outlined in the Contract Documents.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials; electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Work - Any and all obligations, duties, responsibilities, labor, materials, equipment, temporary facilities, and incidentals, and the furnishing thereof necessary to complete the construction assigned to, or undertaken by CONTRACTOR, pursuant to the Contract Documents. Also, the completed construction or parts thereof required to be provided under the Contract Documents, including all materials, equipment, and supplies incorporated or to be incorporated in the construction.

Work Directive Change - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in

the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.20. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following successful negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

ARTICLE 2 - Preliminary Matters

2.1 DELIVERY OF BONDS: When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

2.2 COPIES OF DOCUMENTS: OWNER shall furnish to CONTRACTOR up to five copies (unless otherwise provided in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED: A Notice to Proceed may be given at any time within thirty days after the effective date of the agreement. However, upon mutual written consent by both parties, the notice to proceed may be extended. The Contract Time will commence at the time specified in such notice to proceed or, if no notice is given, thirty days following the Effective Date of the Agreement.

2.4 STARTING THE PROJECT: CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of OWNER.

2.5 BEFORE STARTING CONSTRUCTION: Before undertaking each part of the Work, CONTRACTOR shall (a) study and compare the Contract Documents with each other and against manufacturers, representations, (b) verify dimensions and field measurements, (c) coordinate requirements of dependent Work (location, dimensions, access, fit, completeness, class, codes, etc.), and (d) notify ENGINEER in writing of any conflict, error, omission or deviation from manufacturers' recommendations discovered. CONTRACTOR shall be responsible for any delay and all costs resulting from performing any Work before obtaining a written clarification or interpretation from ENGINEER, if CONTRACTOR had actual knowledge, or should have reasonably known that any such Work (a) involves a conflict, error or omission, or (b) is subject to specific method of installation, performance or test procedure or result which is contrary to the recommendation of the corresponding manufacturer. **Contractor shall also be responsible for locating all property lines and right-of-way lines prior to beginning construction.**

2.6 SCHEDULE SUBMITTALS: Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit four copies of the following schedules to ENGINEER for review:

2.6.1 An estimated progress schedule indicating the starting and completion dates of the various stages of the Work in accordance with the Contract Documents.

2.6.2 A preliminary schedule of Shop Drawing submissions.

2.6.3 A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating

the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission. The Schedule of Values will be organized along the Divisions, and sub-divisions, of the Technical Specifications.

2.7 INSURANCE CERTIFICATES: Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy of ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.4, 5.5, and 5.6. Certificates of Insurance must be accompanied by a letter from the Contractor's Insurance Agent certifying that the insurance being provided meets the limits and requirements of the specifications. An explanation of any abbreviations used on the certificates must also be provided.

2.8 PRE-CONSTRUCTION CONFERENCE: Within twenty days after the effective date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.9 FINALIZING SCHEDULES: At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefore. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3 - Contract Documents; Intent, Amending, Re-use

3.1 INTENT: The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 FUNCTIONALLY COMPLETE PROJECT: It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or be implication, shall mean the latest standard specifications, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), even though reference may be specifically made to an earlier standard. However, no provision of any referenced standard specifications, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign

to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of subparagraph 9.13.3 or 9.13.4. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.4. In the event of any conflict between any of these standard specifications, manuals, or codes and any Divisions of the Book of Technical Specifications, the latter requirements shall be binding on Contractor. In the event that two or more standard specifications, manuals, or codes conflict with one another, the requirement ultimately enforced shall be binding on CONTRACTOR. In this event it will be considered that the higher cost requirement has been considered in the CONTRACTOR'S Bid Proposal and the CONTRACTOR further agrees and acknowledges that compliance with this condition shall not warrant an increase in Contract Price nor Contract Time.

3.3 CONFLICT IN CONTRACT DOCUMENTS: If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. Until interpretation, clarification or instruction is obtained from ENGINEER, any work done by CONTRACTOR (or Subcontractors) after the discovery of such a conflict, error, or discrepancy, which is directly or indirectly affected by same, will be at his own risk and he shall bear all cost arising therefrom.

3.4 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS: The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1 A Change Order (pursuant to paragraph 10.4), or

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order.

3.5 WORK DIRECTIVE CHANGE: In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by a Work Directive Change required by one or more of the following actions:

3.5.1 A Field Order (pursuant to paragraph 9.5 and 10.7)

3.5.2 ENGINEER'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.24), or

3.5.3 ENGINEER'S written interpretation or clarifications (pursuant to paragraph 9.4)

3.6 RE-USE OF DOCUMENTS: Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not re-use any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

3.7 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS:

3.7.1 All figures and dimensions on the drawings and specifications shall be carefully checked by CONTRACTOR, who shall note all conflicts, errors, or discrepancies. CONTRACTOR will be held responsible for any conflict, error, or discrepancy not discovered before the work is executed, unless contractor could not have reasonably known about the conflict, error, or discrepancy. CONTRACTOR shall promptly notify ENGINEER in writing of any discrepancies, errors, or omissions discovered in review of the Contract Documents. ENGINEER will promptly investigate the matter and respond to CONTRACTOR.

3.7.2 In all cases, figured dimensions shall govern over scaled dimensions, but work not dimensioned shall be as directed, and work not particularly shown, identified, sized, or located shall be the same as similar parts that are shown or specified. Further, detail drawings shall govern over general drawings, larger scale details take precedence over smaller scale drawings, change order drawings govern over contract drawings, and contract drawings over shop drawings. Specifications shall govern as to products, execution and workmanship, and drawings shall govern as to locations, dimensions, or quantities to be furnished. Further, in all cases where specifications, notes or details in two drawings conflict, the more restrictive requirement as to quantities, product, execution, workmanship, or performance shall be binding on CONTRACTOR, unless otherwise directed by OWNER.

3.7.3 After the Agreement date, CONTRACTOR shall be furnished with a maximum number of five (5) sets of Plans, Specifications and Addenda in addition to those CONTRACTORS purchased during the bid period. Additional Specifications or Drawings requested by CONTRACTOR will be provided in complete sets and at the expense of CONTRACTOR.

ARTICLE 4 - Availability of Lands; Physical Conditions Reference Points (NOT USED)

ARTICLE 5 - Bonds and Insurance

5.0 ST. JOHN THE BAPTIST PARISH GOVERNMENT, DEFINED.

For the purposes of this Article, the terms "St. John the Baptist Parish Government," "SJB," and "OWNER" shall include, but may not be limited to, all of the following entities and persons: the St. John the Baptist Parish Government (a political subdivision of the State of Louisiana); the St. John the Baptist Parish Council (the governing body of St. John the Baptist Parish); their elected and appointed officials, all parish departments, districts, agencies, councils, boards, and commissions, officers, agents, servants, employees and volunteers; and the elected and appointed officials, departments, officers, agents, servants, employees and volunteers of those departments, districts, agencies, councils, boards, and commissions.

5.1 PERFORMANCE AND OTHER BONDS

5.1.1 Unless otherwise provided for in the Louisiana Public Bid Law, CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds when required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such Sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority.

Any bond prescribed by the contract documents shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the federal Register, or by a Louisiana domiciled insurance company currently possessing a rating of no less than A- in the latest printing of the A.M. Best's Key Rating Guide, to write individual bonds up to the percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed and approved to do business in the state of Louisiana.

For any public works project, no surety or insurance company shall write a bond which is in excess of the

amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of ten percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus in the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

5.1.2 If the Surety on any Bond or any insurance company providing any insurance overages furnished by CONTRACTOR is declared bankrupt, becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Article, CONTRACTOR shall within five (5) days thereafter, substitute another Bond and Surety and/or insurance company, both of which shall be acceptable to OWNER. The OWNER reserves the right to mandate the cessation of all work on the Project until the receipt of evidence of acceptable replacement Bonds and/or insurance.

5.1.3 If, at any time during the Contract Period, the CONTRACTOR fails to provide satisfactory evidence of all Bond and insurance requirements or fails to take all corrective action required by the OWNER, the OWNER reserves the right to mandate the cessation of all work on the Project until receipt of acceptable evidence of Bonds and insurance and/or corrective action undertaken.

5.2 INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, the CONTRACTOR shall protect, defend, indemnify, save and hold harmless the OWNER from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way result from any actual or alleged act, omission, negligence, misconduct, or strict liability of CONTRACTOR, its agents, its sub-contractors, partners, servants, officers, employees, volunteers, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the OWNER as a result of any such claims, demands, losses and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of OWNER. This indemnification does not apply to any strict liability of the St. John the Baptist Parish Government. The CONTRACTOR shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suit is groundless, false or fraudulent.

5.3 POLICIES AND CERTIFICATES

All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:

5.3.1 The Contractor/ Subcontractor's insurer will have no right of recovery or subrogation against the OWNER it being the intention of the parties that the insurance policies so affected shall protect both parties and shall be primary coverage for any and all losses covered by the below described insurance. Contractor's insurers shall waive all rights against the Owner

5.3.2 The OWNER shall be named as an additional insured as respects to liability arising out of activities performed by or on behalf of the Contractor: products and completed operations of the Contractor, premises owned, occupied or used by Contractor. The Commercial General Liability Policy shall include ISO Forms CG 20 10 or its equivalent.

5.3.3 The insurance companies issuing the policy or policies shall have no recourse against the OWNER for payment of any premiums or for assessments under any form of policy.

- 5.3.4 Any and all deductibles and/or self insured retentions in the below described insurance policies shall be assumed and be for the account of, and shall be borne solely by the Contractor/Subcontractor and at his sole expense without any right of reimbursement from the OWNER, and shall not exceed \$10,000 per policy.

5.4 INSURANCE

Bidder shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where Consultant/Company may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A. **Statutory Workman's Compensation** covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Consultant/Company in connection with this agreement.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Dept.
3. No excluded classes of owners/officers or employees shall be allowed on Council's premises.

WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.

- B. **Commercial General Liability**, including:

1. Contractual liability assumed by this agreement
2. Owner's and Contractor's Protective Liability (if Contractor is a General Contractor) may be required.
3. Personal and advertising liability
4. Completed operations
5. Medical payments

The limits for "B" above shall not be less than:

1. \$5,000,000 each occurrence limit
2. \$5,000,000 general aggregate limit
3. \$5,000,000 products/completed operations aggregate limit
4. \$1,000,000 personal and advertising injury limit
5. \$50,000 fire damage limit
6. \$5,000 medical expense limit (desirable but not mandatory)

St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.

Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department/Legal Dept.

- C. **Comprehensive Automobile Liability** covering all owned, hired and other non-owned vehicles of the Company.

The limits for "C" above shall not be less than:

1. \$15,000/\$20,000BI/\$25,000 PD

St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the Certificate.

OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement prior to commencement of work. Company shall maintain insurance in full force and effect during the entire period of performance of work. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

- D. **Professional Liability Insurance** covering the Wrongful Acts of those professional firms and individuals performing services for St. John the Baptist Parish. Certain classifications of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not limited to: Professional Engineers, Architects, Land Surveyors, Attorneys, and IT Consultants. The limits for "D" above shall not be less than:

1. \$1,000,000 CSL

WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the Certificate.

- E. **Builders All Risk Insurance** : The contractor shall acquire Builders All Risk coverage, which provides all risk coverage for direct physical loss or damage to buildings/contents or structures during the course of construction.

OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement prior to commencement of work. Bidder shall maintain insurance in full force and effect during the entire period of performance of work. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

ARTICLE 6 - Contractor's Responsibilities

6.1 SUPERVISION: CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 CONTRACTOR'S SUPERINTENDENT:

6.2.1 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR. If OWNER, at any time objects to the superintendent, CONTRACTOR shall provide a replacement superintendent at no increase in Contract Price or Contract Time.

6.2.2 The Superintendent shall, as a minimum, be required to be present at a monthly meeting of the Owner in order to address any applicable questions which may arise during construction of the project and to submit request for consideration and approval of any and all applications for payment. It shall be the Contractor's responsibility to ascertain and verify the time, date and location of said meeting. In the event the Superintendent fails to attend the said meeting, Owner may at his option refrain from approving any outstanding applications for payment until the requirements of this provision are fully complied with.

6.3 WORK HOURS: CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site.

6.3.1 Except in connection with the safety or protection of persons or the work or property at the site or adjacent

thereto, and except as otherwise indicated in the Contract Documents, all Work under the project site shall be performed during normal working hours, and CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday, legal holidays observed by the OWNER, each year, without OWNER'S written consent given after prior written notice to ENGINEER.

6.3.2 Normal working hours shall be defined as CONTRACTOR'S normal eight-hour working period occurring between the hours set forth at the pre-construction conference, or if none are set forth, beginning at 7:00 a.m. and ending at 5:00 p.m., exclusive of Saturdays, Sundays, or legal holidays. Work during other than normal working hours may be scheduled as a regular procedure by CONTRACTOR if he first obtains written permission from OWNER. OWNER shall be entitled to recover costs for overtime inspection related to work done during other than normal working hours.

6.3.3 If CONTRACTOR, after reviewing the Contract Documents, and for his convenience and at no increase in Contract Price, feels that scheduled work during other than normal work hours will be required to complete the work within the Contract Time, CONTRACTOR shall submit a proposed schedule for said work with the construction schedule as described in Paragraph 2.6 of the General Conditions. This schedule will be reviewed for acceptance by OWNER and discussed at the pre-construction conference as described in Paragraph 2.8 of the General Conditions. If the schedule is accepted by OWNER, OWNER will not seek to recover costs for overtime inspection. OWNER'S approval of CONTRACTOR'S schedule will not be considered a basis for a change in the Contract Price. Changes in Contract Price will be resolved in accordance with Article 11 of the General Conditions.

6.3.4 If at any time subsequent to the submission of the construction schedule, an event within the control of CONTRACTOR occurs which, in the opinion of CONTRACTOR, requires him to request approval to schedule Work during other than normal working hours, for his convenience and at no increase in Contract Price, he shall submit at least three (3) working days in advance of overtime period proposed a revised schedule to ENGINEER. If OWNER accepts the schedule, CONTRACTOR will be notified in writing.

6.3.5 If the work performed during other than normal working hours is not scheduled in accordance with the procedures described above, or if CONTRACTOR'S schedule is not accepted by OWNER, OWNER will invoice CONTRACTOR for the costs of overtime inspection which will include but may not be limited to costs for engineering, administrative expenses and other related costs. In the event CONTRACTOR fails to pay such costs within 30 days after receipt of an invoice from OWNER, the unpaid amount will be deducted from CONTRACTOR'S pay estimates and charged to the Contract.

6.3.6 CONTRACTOR shall light the parts of the work performed during other than normal working hours as required to comply with the Municipality or Agency with jurisdiction.

6.4 MATERIALS, EQUIPMENT AND LABOR: CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5 MATERIALS AND EQUIPMENT:

6.5.1 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of subparagraphs 9.13.3 or 9.13.4.

6.5.1.1 Manufacturer's warranty for all material, products and equipment to be furnished by the CONTRACTOR and to be incorporated into the completed work shall be furnished to the OWNER through the CONTRACTOR.

6.5.1.2 The manufacturer of all materials, products and equipment shall furnish complete information as to any special conditions, or restriction to be applied in the use of these items. Should the manner or method of installation, specified performance or test results as set forth in these specifications be contrary to the manufacturer's recommendations for use of the product, the manufacturer shall at once notify the CONTRACTOR who shall forward same to the ENGINEER for appropriate action. Lack of such notification shall be certification by the CONTRACTOR that specification requirements will be met by the material, products and equipment under project conditions.

6.5.1.3 Data submitted on all equipment shall include complete maintenance instructions and parts lists in sufficient detail to facilitate ordering replacements.

6.5.2 Any equipment proposed for installation by the CONTRACTOR shall meet the intent and provisions of the specifications. All equipment shall be equal in performance to that specified. Performance shall mean equal in quality of construction and materials, efficiency, ease of maintenance, reliability and ability to meet the design parameters on which the specifications are based. Service over the life of the equipment is another factor on which the specification is based and the CONTRACTOR shall provide a written assurance that local service and a manufacturers' representative are currently available to provide service.

6.5.3 It shall be the responsibility of the CONTRACTOR to make certain that any equipment included in his bid meets the above- listed requirements. The CONTRACTOR shall submit to the ENGINEER a list of similar installations by the manufacturer of all major items of equipment to enable ENGINEER to determine their compliance with these drawings and specifications in regard to performance, design, arrangement and capacity. ENGINEER's out-of- pocket expenses to investigate and inspect similar installations of major items of equipment shall be paid by the CONTRACTOR.

6.6 ADJUSTING PROGRESS SCHEDULE: CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.6.1) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.7 SUBSTITUTES OR "OR-EQUAL" ITEMS:

6.7.1 CONTRACTOR is to furnish only material and equipment named or specified in the Contract Documents except where the Contract specifically allows for substitutions after the Contract award. Provisions to submit proposals for substitute and "Or Equal" materials and equipment before Bid opening are included in the Instructions to Bidders.

6.7.2 If an item of material or equipment named or specified in the Contract Documents is unavailable after Contract award, CONTRACTOR shall provide prompt written notice to the ENGINEER, and with such notice propose a substitute item with sufficient data to allow ENGINEER's review to determine if the proposed substitute has the essential characteristics of the item named or specified and desired. Any such request for substitution shall be made in sufficient time (including time for ENGINEER's review of the request, OWNER's issuance of a Change Order or Work Directive Change, shop drawing submittal and review, fabrication and delivery of the item, etc.) in advance of the scheduled time for installation of the item to avoid delay to the work. Any cost savings resulting from such substitution shall be credited to the OWNER in a Change Order. Any increased costs resulting from the substitution shall be borne by the CONTRACTOR and the unavailability of the item shall not entitle the CONTRACTOR to an extension of Contract time, unless CONTRACTOR can establish that due to no fault of CONTRACTOR, CONTRACTOR's subcontractors or Suppliers, it was not possible to determine availability of the item before the Contract was awarded.

6.7.3 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER.

6.7.4 ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing.

6.8 CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:

6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection as to their responsibility. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2 A Subcontractor or other person or organization identified in CONTRACTOR'S Bid and not objected to in writing by OWNER prior to the execution of the Agreement will be deemed acceptable to OWNER. All other Subcontractors shall be deemed to have been accepted if OWNER does not deliver a written objection thereto within 45 days after CONTRACTOR'S written identification of such Subcontractors. However, if, in accordance with the Louisiana Public Bid Law, OWNER has reasonable objection as to the responsibility of any Subcontractor whether identified in the Bid or subsequently, CONTRACTOR shall submit an acceptable substitute without entitlement to any change in the Contract Price. After acceptance by OWNER of any particular Subcontractor, CONTRACTOR shall make no substitution without written approval of OWNER. No acceptance by OWNER of any such Subcontractor, supplier, or other person or organization shall constitute a waiver of any right of OWNER to reject defective work.

6.9 RESPONSIBILITY OF CONTRACTOR FOR SUBCONTRACTORS AND SUPPLIERS:

6.9.1 CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.9.2 The CONTRACTOR shall coordinate the Work of Subcontractors to avoid conflicts and to assure clearances. Shop drawings of various trades shall be compared by CONTRACTOR before submittal to the ENGINEER for approval, to ascertain that the installation proposed does not conflict with the structured support or space requirement. The CONTRACTOR shall have full responsibility for satisfactory coordination and completion of all subcontract items.

6.9.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade. The Divisions of the Specifications are complementary, and anything mentioned or shown in a Division of the Specifications or in a Specific Trade Drawing shall be of like effect as if shown in all Divisions of the Specifications and in all Drawings.

6.9.4 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.8. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.4.1.2 and 5.5.2.1.

6.11 PERMITS: Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses including appropriate NPDES/LPDES permits. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement, CONTRACTOR shall pay all charges of utility owners for

connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

6.12 LAWS AND REGULATIONS:

6.12.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work including appropriate NPDES/LDPES regulations. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

6.12.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

6.13 TAXES: CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.14 USE OF PREMISES: CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or by law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

6.15 CLEANING PREMISES: During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.16 LOADING STRUCTURES: CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.17 RECORD DOCUMENTS: CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during the construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

6.18 SAFETY AND PROTECTION: CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for

the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.18.1 All employees on the Work and other persons and organizations who may be affected thereby;

6.18.2 All the Work and materials and equipment to be incorporated whether in storage on or off the site.

6.18.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.18.2 or 6.18.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.19 SAFETY REPRESENTATIVE: CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

6.20 EMERGENCIES: In emergencies affecting the safety or protection of persons, the Work, or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

6.21 SHOP DRAWINGS: After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), five copies of all Shop Drawings, unless otherwise indicated in the Supplemental Conditions, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specific performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.22 SAMPLES: CONTRACTOR shall also submit to ENGINEER for review and acceptance with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.23 SHOP DRAWINGS AND SAMPLES SUBMISSION REQUIREMENTS:

6.23.1 Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.23.2 At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and acceptance of each such variation.

6.24 ENGINEER'S REVIEW OF SHOP DRAWINGS AND SAMPLES:

6.24.1 ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.24.2 After his first review and comments on the Shop Drawings and samples the ENGINEER will either give his approval in accordance with the provisions of paragraphs 6.24.1, or request changes and corrections as noted. The CONTRACTOR shall then make changes and corrections noted and return them to the ENGINEER. If the Shop Drawings and samples are then acceptable, the ENGINEER will return them to the CONTRACTOR, as approved. However, if further revisions are required, ENGINEER'S cost and expenses of further review shall be paid by the CONTRACTOR.

6.24.3 ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to such variation at the time of submission as required by paragraph 6.23.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.23.1 and 6.23.2.

6.24.4 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

6.25 CONTINUING THE WORK: CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with OWNER. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

6.26 INDEMNIFICATION:

6.26.1 To the fullest extent permitted by law, the CONTRACTOR shall protect, defend, indemnify, save and hold harmless the OWNER, including all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of CONTRACTOR, its agents, its sub-contractors, partners, servants, officers employees, volunteers, anyone

directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the OWNER, all Parish Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands and/or causes of action except those arising out of the.... solenegligence of the OWNER, all Parish Departments, its elected and appointed officials, Districts, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers. The CONTRACTOR shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suite is groundless, false or fraudulent.

6.26.2 In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph 6.26 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.26.3 The obligations of CONTRACTOR under this paragraph 6.26 shall not extend to the liability of ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

6.27 PROJECT MEETINGS: CONTRACTOR, along with appropriate Subcontractors, shall attend project meetings requested by OWNER for the purpose of discussing and resolving matters concerning the various elements of the work.

6.28 CONTRACTOR shall perform all work under this Agreement as an independent contractor and shall not be considered as an agent, employee, or servant of OWNER, nor shall CONTRACTOR'S subcontractors, employee's agents or servants, be considered to be agents, employees, or servants of OWNER.

6.29 QUALITY CONTROL:

6.29.1 CONTRACTOR shall establish a quality control system, narrative in style, to perform sufficient supervision, inspection and testing of all items of work including that of his Subcontractors to insure conformance to applicable Specifications and Drawings with respect to the material, workmanship, construction, finish, functional performance and identification. CONTRACTOR'S quality control system will specifically include the surveillance of the tests required in the technical provisions of the Specifications. A person shall be placed in charge of the CONTRACTOR'S quality control system and that person shall be other than the CONTRACTOR'S superintendent.

6.29.2 CONTRACTOR'S quality control will specifically include the checking, approval and coordination of all Shop Drawings, the ascertaining of the compliance of all items with specification requirements and the tests required in the technical provisions of the specifications, a procedure for preparing non-conformance reports, and completing a Daily Quality Control Report.

6.29.3 CONTRACTOR has the sole responsibility for compliance of the construction with the requirements of the Drawings and Specifications and the quality control system shall be such that this compliance is assured.

6.29.4 The quality control person shall, in the presence of the OWNER'S, check all contractor established elevations, the location of all underground pipelines and electrical conduits before covering begins, all reinforcing steel before pouring concrete, and any other item which cannot be located and inspected when work is complete. Data obtained shall be recorded by the quality control person on the record documents.

6.29.5 Within ten days after the date of the Agreement, CONTRACTOR shall furnish ENGINEER a quality control plan which shall include the name and experience record of the person in charge, procedures, instructions and reports to

be used.

6.29.6 The form of Quality Control Daily Report is shown in Exhibit "B". This form shall be completed by the CONTRACTOR and each sub-contractor. This daily report shall include complete information as to personnel and equipment being utilized on the project along with a summary of work activities, (i.e., footage of various pipe laid, piles driven, equipment installed etc.) for each days work. These daily reports shall be included with CONTRACTOR'S monthly application for payment. The application for payment will be considered incomplete and will not be processed without inclusion of the Quality Control Daily Reports.

ARTICLE 7 - Other Work

7.1 RELATED WORK AT SITE: OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work.

7.2 ACCESS TO THE SITE: CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected.

7.3 ACCEPTANCE OF THE WORK OF OTHERS: If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other CONTRACTOR or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure so to report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

7.4 COORDINATION:

7.4.1 Whenever Work to be performed by CONTRACTOR is dependent upon the work of other parties, CONTRACTOR shall coordinate that Work with the dependent work to the same extent that CONTRACTOR is required to coordinate dependent Subcontractor Work. Installation of Work by CONTRACTOR, directly or through a Subcontractor, in any given area, shall constitute acceptance by CONTRACTOR (including the Subcontractor) of all previously placed dependent work.

7.4.2 If OWNER contracts with other parties for other work, ENGINEER will have the authority and responsibility for coordinating activities of CONTRACTOR and those parties, unless another person or organization with specific authority and responsibility for coordination of the CONTRACTOR and those other parties is expressly designated in the Supplementary Conditions or at the pre-construction conference.

7.4.3 If OWNER contracts with other parties for other work, CONTRACTOR shall be responsible for cooperating with ENGINEER fully in the coordination of CONTRACTOR's Submittals with dependent Submittals of those other parties whose work in any way relates or depends upon the Work, or visa versa. When submitted to ENGINEER any such coordinated Submittal of CONTRACTOR shall identify by specific notation, within or attached to that Submittal, each and every item of interface with the other work.

7.5 MUTUAL DUTIES AND RESPONSIBILITIES:

7.5.1 If CONTRACTOR causes damage to the work or property of others, or if a claim arising out of CONTRACTOR's execution of Work is made by another party against CONTRACTOR, OWNER, or ENGINEER, CONTRACTOR shall promptly attempt to settle with that party by agreement or otherwise resolve the claim. CONTRACTOR shall defend, indemnify and hold harmless OWNER, ENGINEER and others as provided in paragraph 5.2, from and against all claims arising out of or resulting from damage by CONTRACTOR to the work or property of others or from CONTRACTOR's execution of the Work.

7.5.2 If another party causes damage to Work or property of CONTRACTOR, or if the performance of other work results in any claim by CONTRACTOR, CONTRACTOR shall promptly attempt to settle with that party by agreement or otherwise resolve the claim. CONTRACTOR shall not begin any action against OWNER or ENGINEER, their consultants, agents or any of their directors, officers, shareholders, agents or employees, or others indemnified as provided in paragraph 5.0, or permit any action against them to be maintained in CONTRACTOR's name or for CONTRACTOR's benefit before any court or tribunal, which action seeks to impose any liability or recover any damages from OWNER or ENGINEER for such claim.

7.5.3 Except as excluded in paragraph 7.5.4, if any party performing other work causes suspension of Work resulting in unreasonable delay under the circumstances, and if, upon a request from CONTRACTOR, OWNER concludes that any such delay requires a change in Contract Price or Contract Time, OWNER shall, pursuant to Articles 10 through 12, authorize such a change in Contract Price or Contract Time, or both.

7.5.4 If a party performing other work is granted an extension in a contract time only (based on unreasonable delay under circumstances not caused in whole or in part by acts or omissions of that party, OWNER, ENGINEER or OWNER's representative on that other work), and if, upon a request from CONTRACTOR, OWNER concludes that the extension granted to the other work requires a change in a coterminous Contract Time in the Contract Documents, OWNER shall authorize the necessary change in Contract Time only.

7.6 CONTRACTOR'S RESPONSIBILITY FOR OWNER COSTS: If CONTRACTOR becomes involved in settling or otherwise resolving claims with other persons performing other work arising out of events covered under paragraphs 7.5.1 or 7.5.2, or because of any other similar controversy, including damage to the Work or other work or a dispute about responsibility for clean-up or any other issue, neither OWNER, ENGINEER, nor any of their consultants, agents nor any of their directors, officers, stockholders nor employees will be involved in any way in such actions (except if subpoenaed). If OWNER incurs costs contrary to the provisions of this Article, CONTRACTOR shall reimburse those costs to the OWNER.

ARTICLE 8 - Owner's Responsibilities

8.1 Written communications from OWNER to CONTRACTOR will generally be issued through ENGINEER. If the need arises to issue written communication directly, a copy will be issued concurrently to ENGINEER. Written communications from CONTRACTOR to OWNER shall be issued to ENGINEER (and include two (2) copies for OWNER); from Subcontractor or Suppliers shall be issued through CONTRACTOR.

8.2 In case of termination of the employment of ENGINEER, OWNER shall appoint another ENGINEER whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to the provisions of Article 16.

8.3 OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4 OWNER'S duties in respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5 OWNER is obligated to execute Change Orders, either unilateral or negotiated, in OWNER's sole discretion, covering necessary changes in the work.

8.6 OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7 In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9 - Engineer's Status during Construction

9.1 OWNER'S REPRESENTATIVE: The OWNER will provide an OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER.

9.2 VISITS TO SITE: In addition to the OWNER's representative, ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Neither the OWNER's representative nor the ENGINEER will be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

9.4 CLARIFICATIONS AND INTERPRETATIONS: ENGINEER will issue with reasonable promptness such written clarification of interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12 of the General Conditions.

9.5 AUTHORIZED VARIATIONS IN WORK:

9.5.1 ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 or 12.

9.5.2 ENGINEER shall prepare change orders at OWNER'S request, and when required by the contract documents, ENGINEER shall set the price and/or time adjustments he deems reasonable.

9.6 REJECTING DEFECTIVE WORK: ENGINEER, based on its observations, reports of resident engineer(s) will have authority to disapprove or reject Work at any time during the construction of the Work, which does not conform to the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the work as provided in Paragraph 13.9, whether or not the Work is fabricated, installed, or completed. When CONTRACTOR has been notified by ENGINEER of disapproval or rejection of non-conforming Work, CONTRACTOR shall take immediate action to correct same.

9.7 SHOP DRAWINGS: In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 6.21 through 6.25, inclusive.

9.8 CHANGE ORDERS: In connection with ENGINEER'S responsibilities for Change Orders, see Articles 10, 11 and 12.

9.9 PAYMENTS: In connection with ENGINEER'S responsibilities in respect of Applications for Payment, etc., see Article 14.

9.10 DETERMINATIONS FOR UNIT PRICES: ENGINEER will determine the actual quantities and classifications of unit price work performed by CONTRACTOR. Engineer will review with CONTRACTOR ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application of Payment or otherwise). ENGINEER's written decision will be final and binding on CONTRACTOR, unless within ten days after the date of any such decision, CONTRACTOR delivers to the ENGINEER and OWNER written notice of intention to appeal the ENGINEER's decision.

9.11 DECISIONS ON DISPUTES: ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days of after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12 When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraph 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

9.13 LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:

9.13.1 Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.13.2 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13.3 or 9.13.4.

9.13.3 ENGINEER will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

9.13.4 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10 - Changes in the Work

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Change Order, Field Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.1 CHANGE ORDERS: Change orders may be issued by OWNER in one of the following manners:

10.1.1 Bilateral change order: Type of order issued to CONTRACTOR when OWNER and CONTRACTOR have agreed on the price and time adjustment made necessary by the particular change order.

10.1.2 Unilateral change order: Type of order issued to CONTRACTOR when OWNER and CONTRACTOR cannot agree on the price and/or time adjustment necessitated by the particular change order, within the scope of the project. The OWNER will issue the unilateral change order setting forth such price and/or time adjustments that ENGINEER shall deem reasonable. Any dispute in connection with the issuance of a unilateral change order shall be subject to the provisions of paragraph 9.11 and Article 16.

10.2 CHANGE ORDER CLAIM: If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change or Change Order, a claim may be made therefore as provided in Article 11 or Article 12.

10.3 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.20 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4 OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

10.4.1 Changes in the Work which are ordered by OWNER pursuant to Article 10, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14 or are agreed to by the parties;

10.4.2 Changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3 Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.25.

10.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10.6 WRITTEN PROPOSALS: At any time ENGINEER may request a quotation from CONTRACTOR for a proposed change in the Work. Within 15 calendar days after receipt of a Notice of a Proposed Change, unless otherwise indicated in the Notice, CONTRACTOR shall submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time corresponding to the proposed change. The proposal shall include an itemized

estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with the requirements of Articles 11 and 12 and in sufficient detail to reasonably permit an analysis by ENGINEER of all material, labor, equipment, subcontract, and overhead costs and fees and shall cover all aspects of the work involved in the change, whether such was deleted, added, changed, or impacted. Any amount claimed for subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit an analysis of impact. Notwithstanding the request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed quotation will not constitute a basis for an increase in contract time.

10.7 FIELD ORDER: ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order or in the approval of a shop drawing or sample, and shall be binding on CONTRACTOR. CONTRACTOR shall proceed with the performance of the changes in the Work so authorized by ENGINEER unless CONTRACTOR believes that such Field Order or approved shop drawing or sample entitles him to a change in the Contract Price or Time, or both, in which case CONTRACTOR shall give ENGINEER a written Notice of a Proposed Change thereof along with supporting documentation within 3 days of receipt of the Field Order or the approved shop drawing or sample and prior to commencing work. CONTRACTOR shall document the basis for the change in Contract Price or Time in accordance with paragraph 10.6 and the requirements of Article 11 and Article 12. Request for a Change Order to adjust Contract Price or Time arising out of a Field Order or an approved shop drawing will not be considered without the attachment thereto of a copy of the referenced Field Order or approved shop drawing. No claim by CONTRACTOR will be allowed if The Notice of a Proposed Change is submitted after Work on the Field Order or the approved shop drawing or sample has commenced, or after Final Payment under this Agreement.

10.8 CONTRACTOR'S ACCEPTANCE OF A CHANGE ORDER: The increase or decrease in Contract Price or Contract Time, or both stated in a Change Order signed by CONTRACTOR shall unequivocally comprise the total price and/or time adjustment due or owed for the Work or changes defined in the Change Order. By executing a Change Order, CONTRACTOR acknowledges and agrees that the stipulated increases or decreases in Contract Price and/or time represent full compensation for all increases or decreases in the cost of or the time required to perform the entire Work under the contract arising directly or indirectly from the change, including the costs and delays associated with the interruption of schedules, extended overheads, delay, loss of momentum, acceleration to overcome delays and loss of momentum, and cumulative impacts or ripple effect on all other non-affected work under this contract. Such signing of a Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price or time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change, subject to the current scope of the Work as set forth in the Contract Documents. Acceptance of this waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR will waive all rights to file a claim on the Change Order after it is properly executed by OWNER and CONTRACTOR

10.9 If upon the review of any proposal or claim submitted by CONTRACTOR, ENGINEER or OWNER determines that an adjustment or that no adjustment in Contract Price or Contract Time is justified under the Contract documents, that determination shall be final and binding on CONTRACTOR unless CONTRACTOR files a subsequent written notice of claim in the form of a Notice of Proposed Change in accordance with Articles 11 and 12, referencing the disputed determination, and CONTRACTOR furnishes any additional supporting data requested by ENGINEER or OWNER.

ARTICLE 11 - Change of Contract Price

11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order CONTRACTOR shall notify ENGINEER by means of a Written Notice of a Proposed Change within fifteen days, or earlier if so required elsewhere in the Contract Documents, of the occurrence of an event which CONTRACTOR believes entitles him to a change in the Contract Price. Supporting data shall be delivered within fifteen days of such notice or within thirty days of such occurrence, whichever is later, unless OWNER allows an additional period of time to ascertain accurate cost data. CONTRACTOR must prove that additional costs were necessarily incurred which meet the criteria set forth in Paragraph 10.4,

despite CONTRACTOR'S reasonable, prudent, and diligent efforts to prevent such costs. Failure of CONTRACTOR to comply with the time requirements for written Notice of a Proposed Change or for submittal of supporting data shall be considered to be a waiver by CONTRACTOR of any claim for an addition to the Contract Price.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 LUMP SUM PRICES INCLUDED IN THE CONTRACT: Where the Work involved is covered by lump sum prices included in the Proposal Documents, Schedule of Contract Items and Unit Price; the Contract Price shall be adjusted by the lump sum prices.

11.3.4 NEGOTIATED LUMP SUM: If the Contract Price is adjusted on the basis of an agreed to Lump Sum, and the costs are estimated in accordance with this Article 11.

11.3.5 COST OF THE WORK: If OWNER and CONTRACTOR cannot agree that any of the methods described in 11.3.1, 11.3.2, 11.3.3 or 11.3.4 above are appropriate for the proposed work, OWNER may direct CONTRACTOR to proceed on the basis of actual costs in accordance with Article 11.

11.3.6 UNILATERAL CHANGE ORDER: If OWNER and CONTRACTOR cannot agree on the price and/or time adjustment necessitated by the particular proposed change order, the OWNER may issue a unilateral change order setting forth such price and/or time adjustments that ENGINEER shall deem reasonable.

11.4 COST OF THE WORK: The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 The Cost of the Work involved includes payroll costs for CONTRACTOR's craft labor, including foremen, assigned to the site and engaged in furnishing and incorporating materials or equipment in the Work involved. Labor work hours shall not exceed current "Means open Shop Building Construction Cost data" applicable to the work involved. Payroll costs shall include wages and may include those labor burdens expressly certified in advance by a duly authorized financial representative of CONTRACTOR and so approved by OWNER, Examples of labor burdens include social security, unemployment taxes, worker's compensation, health and retirement benefits, vacation and holiday pay. When determining actual payroll costs under paragraph 11.3.5: (a) contemporaneously, daily time sheets certified by CONTRACTOR and verified by ENGINEER along with certified payroll records shall be valid records; (b) after-the-fact daily time sheets shall be valid only if they expressly correlate to the Work involved, and if recorded at that time and used for payroll.

11.4.2 The Cost of the Work involved includes payments by CONTRACTOR to Suppliers for material and equipment used in the Work involved, including transportation, storage and necessary Suppliers' field services. All trade discounts, rebates and refunds and all returns from sale of surplus items shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained. If required by OWNER, CONTRACTOR shall obtain bids for designated materials or equipment and nominate at least two (2) Suppliers for selection by OWNER. When determining actual Supplier costs, invoices segregating items associated with the Work involved shall be the record upon which to base actual costs.

11.4.3 The Cost of the work involved includes payments made by the CONTRACTOR to Subcontractor for the Work involved performed by the Subcontractor. The methods for calculating Subcontractors' costs shall be the same as for CONTRACTOR costs, except that the term Subcontractor shall replace the term "CONTRACTOR", context permitting. If OWNER requires, CONTRACTOR shall obtain detailed competitive sub-bids and nominate at least two (2) Subcontractors for the performance of any work involved for selection by OWNER.

11.4.3.1 All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Construction Equipment Costs: The Cost of the work involved includes costs for individual construction equipment with replacement value in excess of \$1,000,000. Transportation, loading and unloading, installation, dismantling and removal costs shall be allowed only if prior consent is obtained from ENGINEER, and if equipment is, or was, transported to the site solely for the Work involved. Shipping costs will be allowed if the equipment requires the use of a carrier, and provided the travel distance does not exceed that for equipment in St. John the Baptist Parish. When multiple attachments are used, only the highest cost attachment shall be recoverable. Equipment costs shall cease when the equipment is no longer needed for the Work involved. Payroll costs for labor operating the equipment are as specified in paragraph 11.4.1. Equipment costs shall be computed using the same accounting and estimating rules and prices, whether related to added or deleted Work.

11.4.4.1 When determining actual construction equipment costs under paragraph 11.3.5: (a) contemporaneously, daily logs of the equipment, operators and actual usage, verified by ENGINEER, shall be the valid records; (b) after-the-fact, such daily records shall be valid only if developed when the Work involved was performed and used for accounting purposes.

11.4.4.2 Rented or owned equipment at the site, idled solely by actions of OWNER or ENGINEER, shall be paid at the rates for rented equipment, or based on fifty percent (50%) of the rates for owned equipment, respectively, provided that the idle period exceeds that normally experienced for such equipment and occurs during normal working hours.

11.4.4.3 Rented or Leased Construction Equipment: Construction equipment rented or leased from third parties shall be priced using either the specific rates negotiated between OWNER and CONTRACTOR (based on the actual rental or lease agreements), or in the event that no agreement is reached, using those rates listed in the Rental Rate "Blue Book" published by Dataquest, Inc. for the region covering the New Orleans metropolitan area and applicable to the equipment (model number and year), but in no event shall the rate exceed those issued by local equipment rental companies within St. John the Baptist Parish. The equipment rate for second or third shift Work shall not exceed fifty percent (50%) of the base rate. Operating costs shall not exceed the hourly operation rate in the Blue Book. Hourly rates for equipment previously in use on the work for at least a month shall be based on the monthly rate divided by 176 hours. Equipment previously in use for only one week or not previously in use at the site shall not be invoiced to OWNER at rates higher than the following schedule of equipment use and payment category: applicable to equipment listed in the Rental Rate "Blue Book"

Less than 8 hours	Hourly Rate
1 day but less than 7 days	Daily Rate
1 week but less than 30 days	Weekly Rate
30 days or more (when in use)	Monthly Rate

11.4.4.4 Owned Construction Equipment: Construction equipment Owned by CONTRACTOR, or rented or leased from lessors associated with or owned by CONTRACTOR, shall be priced using either the specific rates negotiated between OWNER and CONTRACTOR (based on rates consistent with CONTRACTOR's normal accounting practices), or in the event that no agreement is reached, using the rates listed in the "Contractor's Equipment Cost Guide" published by Dataquest, Inc. for the region covering the New Orleans metropolitan area, but in no event shall the equipment ownership costs exceed rental rates of local equipment rental companies within St. John the Baptist Parish and operating costs shall not exceed the hourly operation rate in the Blue Book. For multiple shifts, rates shall not exceed the shift Work adjustments recommended in the "Contractor's Equipment Cost Guide".

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Costs of field supplies and purchase costs (less market value if not consumed) of tools individually valued at less than \$1,000 that are not owned by the workers, if CONTRACTOR provides an itemized list of

the field supplies and tools required for the performance of the Work involved; however, no such costs shall be allowed over 4% of the labor costs under paragraph 11.4.1, excluding burdens, unless CONTRACTOR furnishes detailed data sufficient to allow verification that a higher percentage is appropriate for the work involved.

11.4.5.3 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.4 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.5 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.6 The costs of utilities, fuel and sanitary facilities at the site.

11.4.5.7 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.8 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5 The term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work, all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.4.9 above).

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.5.7 Attorney's Fees and/or Court Costs.

11.5.8 Costs or fees of consultants retained or utilized by CONTRACTOR, or his agents, for the purpose of making or filing a claim against OWNER, pursuing litigation or defending any claim and/or dispute.

11.5.9 CONTRACTOR shall not be allowed to include as part of the Cost of the Work involved any construction equipment or supplemental costs that cannot be shown to increase on account of, or are not directly attributable to, the performance of the Work involved. Payroll costs for the full time resident superintendent included within the requirements of paragraph 6.2.1 are but one example of such costs.

11.6 CONTRACTOR'S FEE: The CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined by negotiations. The objective of negotiations shall be the exercise of sound business judgment including a fair and reasonable profit based on assumptions of risk, exposure to weather, size of the change, percent of subcontracted work, equipment requirements, and time of performance. In no case, however, shall the fee for overhead and profit exceed the following percentages of the various portions of the Cost of the Work:

11.6.1 For costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR'S fee shall not exceed 15%;

11.6.2 For costs incurred under paragraph 11.4.3, and for work performed by a CONTRACTOR'S Subcontractor, the CONTRACTOR'S fee shall not exceed 10% and the Subcontractor's fee shall not exceed 15%; for costs incurred under paragraph 11.4.3, and Work performed by a Subcontractor's Subcontractor, the CONTRACTOR'S and the Subcontractor's fee shall not exceed 5% and 5%, and the Subcontractor's fee shall not exceed 15%.

11.6.3 No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4 and 11.5.

11.6.4 The amount of credit to be allowed by CONTRACTOR to OWNER for any such a change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S fee in accordance with the following:

11.6.5 When both additions and credits are involved in one change, and the additions exceed the credits, the adjustment in CONTRACTOR'S fee shall be computed on the amount by which the additions exceed the credits, except that no adjustments shall be allowed on the costs developed in accordance with paragraph 11.3.1;

11.6.6 When both additions and credits are involved in one change, and the credits exceed the additions, CONTRACTOR will be allowed to retain fee on the amount by which the credits exceed the additions, except that no adjustment shall be allowed on the costs developed in accordance with paragraph 11.3.1 or 11.3.2.

11.7 Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

UNIT PRICE WORK:

11.8 RESERVED (NOT USED)

ARTICLE 12: Change of Contract Time

12.1 The Contract Time may only be changed by a Change Order. Any claim or request for an extension in the Contract Time shall be based on a written Notice of a Proposed Change delivered to ENGINEER within seven days, or earlier if so required in the Contract Documents, of the occurrence of the event giving rise to the request or claim. Supporting data as to the extent of the request or claim shall be delivered within fifteen days of such Notice, or within twenty-two days of the event giving rise to the occurrence, whichever is later, unless ENGINEER allows an additional period of time to ascertain more accurate data. CONTRACTOR must prove that extensions to the Contract Time have materialized which meet the combined criteria set forth in paragraph 12.2 below and Official Progress Schedules of the General Requirements, despite CONTRACTOR'S reasonable, prudent, and diligent efforts to prevent or overcome such delays. Failure of CONTRACTOR to comply with the time requirements for written Notice or for submittal of supporting data shall be considered to be a waiver by CONTRACTOR of any claim for an extension in the

Contract Time.

12.2 The Contract Time will be extended in an amount equal to the time lost due to delays beyond the control and without the fault of CONTRACTOR, and which CONTRACTOR could not have guarded against, if a claim is made therefore as provided in Paragraph 12.1 and is substantiated to the satisfaction of OWNER. Such delays may include, but not limited too, unusually severe weather, sink holes, archaeological finds, acts of God, acts of the public enemy, acts of OWNER in either its sovereign or contractual capacity, furnishing of lands, right-of-way or easements by OWNER, acts of another CONTRACTOR in the performance of a Contract with OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Subcontractors of Suppliers at any tier arising from causes other than normal weather beyond the control and without the fault or negligence of both CONTRACTOR and such Subcontractors and Suppliers; and further provided that

12.2.1 The Contract Time is extended only to the extent that the delay is unreasonable under the Contract, which is the extent the delays set forth in paragraph 12.2 above exceed the Total Float Time available in the Official Schedule and extend completion of the Work, or specified part of the work, beyond the corresponding Contract Time.

12.3 If upon evaluation of CONTRACTOR's analysis, OWNER justifies an extension in Contract Time under paragraph 12.1 through 12.3 for delay not caused in whole or in part by acts or omissions within the control of OWNER or ENGINEER, the OWNER shall authorize the necessary change in Contract Time only.

12.4 COMPENSABLE DELAY:

12.4.1 Unless otherwise excluded in the Contract Documents, an extension in Contract Time may be combined with an increase in Contract Price to the extent the delay was not concurrent with CONTRACTOR delay, was caused in whole or in part by acts or omissions within the control of OWNER or ENGINEER and is due to one of the following: Underground Facilities that are not shown (i.e., previously unknown); an emergency; objection, for OWNER's convince, to a Subcontractor, historic resources, uncovering of work not found to be defective under paragraph 13.9; delay under paragraph 7.5.3 or any other suspension of Work; changes in the Work; differing site conditions; and variation in quantities.

12.4.2 Changes in Contract Price for extensions in Contract Time may include increase in the Cost of the Work, as provided in Article 11, related to the extension in Contract Time, but shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuous basis but primarily used in the furnishing and incorporating of materials/equipment into the Work, (b) operating costs and owned/rental costs of construction equipment used solely in the furnishing and incorporating of materials/equipment into the Work (crane used for specific lifts, concrete pump used for specific pours, etc.), and fully paid site facilities, tools, etc.

12.4.3 If a delay meeting the conditions of paragraph 12.4.1 delays Substantial completion of the Work beyond the Contract Time for Substantial Completion, OWNER shall negotiate with CONTRACTOR the reimbursement of an amount to cover administrative costs (under paragraphs 11.5.1 through 11.5.4) that will be or were unabsorbed prior to the expiration date of that contract Time. Reimbursement shall be based on the lesser of (a) five percent (5%) times that portion of the Contract Price remaining un-billed, less retainage, prior to the expiration of that Contract Time, or (b) the product of that un-billed portion of the Contract Price times the (company wide) ratio of CONTRACTOR's administrative costs to billings, or (c) that amount derived by an application of the Eichleay formula.

12.4.4 CONTRACTOR shall not recover from OWNER (a) acceleration costs incurred to overcome delays which warrant extensions in Contract Time but exclude changes in Contract Price, (b) escalation costs for any part of the Work not delayed beyond the Late Dates in the Official Schedule, or (c) delay costs not expressly allowed in this Article.

ARTICLE 13 - Warranty and Guarantee; Tests and Inspections: Correction, Removal or Acceptance of Defective Work

13.1 WARRANTY AND GUARANTEE: CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of observed defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

13.1.1 The obligations of CONTRACTOR under this Paragraph 13.1 shall be in addition to and not in limitation of any obligation imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

13.1.2 In special circumstances where a particular item of equipment or part of the Work reaches Substantial Completion upon successful performance of Pre-operational Testing, and notwithstanding anything in the Contract Documents to the contrary, CONTRACTOR shall maintain the particular item of equipment or part of the Work in good order and in proper working condition during the period between Substantial Completion and Initiation of Operation, and for such maintenance CONTRACTOR shall receive no adjustment to the Contract Price.

13.1.3 The warranty or guarantee provided by CONTRACTOR under Paragraph 13.1 of the General Conditions shall remain in full effect throughout the period from the date of Initiation of Operation of the entire work to the end of the Correction Period (as that term is defined in these General Conditions).

13.2 ACCESS TO WORK: ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3 NOTICE OF TESTS AND INSPECTIONS: CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4 TESTS AND INSPECTIONS: If any laws or regulations of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval.

13.4.1 All construction testing and certifications required under the Specifications shall be performed by Certified Technicians from an Independent Testing Laboratory.

13.4.2 The Testing Laboratory shall submit to the ENGINEER three copies and to the CONTRACTOR one copy, of all applicable test data, certifications and reports as required. All required test data and material certifications for each respective item of work must be submitted to the ENGINEER prior to application for payment. Any applications not accompanied by required test data and/or certifications shall be recommended for payment at an amount not to exceed 50% of contract until cost of required test data and certifications are submitted and subsequently approved.

13.4.3 Upon completion of the project and prior to substantial completion, the testing laboratory shall certify that all testing and certification requirements of the specification have been satisfactorily met.

13.5 All inspections, tests or approvals other than those required by laws or regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER

13.6 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of

CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7 Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

13.8 UNCOVERING WORK: If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observation and replaced at CONTRACTOR'S expense.

13.9 PAYMENT FOR UNCOVERING WORK: If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction, (including but not limited to fees and charges of Engineers, Architects, Attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price of an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

13.10 OWNER MAY STOP THE WORK: If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party. In the event the OWNER stops the work pursuant to this paragraph 13.10, CONTRACTOR shall not be entitled to delay damages, including without limitation, demands for extended job site overhead, home office overhead, cumulative impacts, loss of productivity and efficiency, learning curve impacts, equipment down time and/or interest penalties, occasioned directly or indirectly by the stop work order.

13.11 CORRECTION OR REMOVAL OF DEFECTIVE WORK: If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court costs) made necessary thereby. CONTRACTOR shall not be entitled to time extension of the Contract Time for correction or removal of defective work.

13.12 ONE YEAR CORRECTION PERIOD: If within the period from the date of Substantial Completion of a particular item of equipment or a designated part of the work to one year after the date of Initiation of Operation for the Project, the particular item of equipment or designated part of the work is found to be defective, CONTRACTOR shall promptly, without an adjustment in Contract Price and in accordance with ENGINEER'S written instructions, either correct such defective Work, or if it has been rejected by ENGINEER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR.

13.12.1 Subject to the conditions set forth in paragraphs 13.1.2 and 13.1.3 and the adjustments described in Subparagraphs 13.12.2, below, the Correction Period shall be one year.

13.12.2 Unless another date is indicated in the Contract Documents the date the Work is Substantially Complete shall be the date for Initiation of Operation to occur. However, OWNER may at its sole option advance or delay the

date for Initiation of Operation, and CONTRACTOR'S obligations to extend warranties and guarantees in accordance with paragraph 13.1.2 and 13.1.3 or to maintain the Work in accordance with paragraph 13.1.2 until then shall remain absolute. Applicable Change Orders shall be executed by the parties to adjust the Contract Price, as appropriate.

13.12.3 CONTRACTOR'S responsibilities under the paragraph 13.12, including sub-paragraphs, are in addition to, not in lieu of, all other obligations imposed by these contract documents, or imposed by applicable State laws.

13.13 ACCEPTANCE OF DEFECTIVE WORK: If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER'S recommendations of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.14 OWNER MAY CORRECT DEFECTIVE WORK: If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies shall be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

ARTICLE 14 - Payments to Contractor and Completion

14.1 SCHEDULE OF VALUES: The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.2 APPLICATION FOR PROGRESS PAYMENT: At least seven days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER'S title to the material and equipment and protect OWNER'S interest therein, including applicable insurance. Only major items of material and equipment

to be incorporated in the project will be eligible for payment. These items must be easily accountable by the ENGINEER. Payment for these materials will be invoice prices for the material, submitted with the request for payment, which price shall not exceed the appropriate portion of the contract items in which such materials are to be incorporated. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

14.2.1 Notwithstanding any other provisions of these contract documents to the contrary, OWNER is under no duty or obligation whatsoever to any Subcontractor, laborer or other party to ensure that payments due and owing by CONTRACTOR to any of them are or will be made. Such parties shall rely only on CONTRACTOR'S surety bonds for remedy of nonpayment by CONTRACTOR.

14.3 CONTRACTOR'S WARRANTY OF TITLE: CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.4 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT: ENGINEER will, within ten days after receipt of each application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and re-submit the Application. Forty-five (45) days after presentation of the Application for Payment with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5 ENGINEER'S recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER'S review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6 ENGINEER'S recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7 ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER'S opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify and such payment previously recommended, to such extent as may be necessary in ENGINEER'S opinion to protect OWNER from loss because:

14.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,

14.7.2 the Contract Price has been reduced by Change Order,

14.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or

14.7.4 of ENGINEER'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1

through 15.2.9 inclusive.

14.7.5 OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER, or OWNER has claims against CONTRACTOR including but not limited to liquidated damages for anticipated or actual late completion, on account of CONTRACTOR'S performance or furnishing of the Work, or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR prompt written notice (with a copy to ENGINEER) stating the reasons for such action.

14.8 SUBSTANTIAL COMPLETION: When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reason therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion, which shall fix the date of substantial completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which he may make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within twenty-eight days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating his reasons. If after consideration of OWNER'S objections, ENGINEER considers the WORK substantially complete, ENGINEER will within said twenty-eight days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be complete or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to ENGINEER'S issuing the definitive certificate of Substantial Completion ENGINEER'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9 EXCLUSION OF CONTRACTOR FROM SITE: OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.10 PARTIAL UTILIZATION: Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2 OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work OWNER, shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.7 in respect of property insurance.

14.11 LIEN PERIOD: Within twenty-one (21) days of the receipt of the definitive Certificate of Substantial Completion from ENGINEER, OWNER shall adopt and record a Resolution of Acceptance with the Recorder of Mortgages of the Parish in which the Agreement has been recorded. The recording of this Resolution of Acceptance shall commence a lien period of not less than forty-five (45) consecutive calendar days, during which period the retainage will be withheld by OWNER. After the said lien period, CONTRACTOR shall be responsible for obtaining from the Recorder of Mortgages a Certificate that the Agreement at the end of said forty-five day period, is clear of all liens, privileges, judgments or encumbrances of any nature whatsoever, which certificate he shall submit with his application for final payment to ENGINEER.

14.12 FINAL INSPECTION: Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of the particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

14.13 FINAL APPLICATION FOR PAYMENT: After CONTRACTOR has completed all such corrections to the satisfaction of the ENGINEER, and delivered four (4) sets of all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.17) and other documents, all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.17), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

14.13.1 Notwithstanding any provision of the Contract Documents to the contrary, OWNER shall not be deemed to have accepted the work or to have waived claims against CONTRACTOR as provided in Paragraph 14.16 until (i) Initiation of Operation and (ii) payment of all remaining amount of the Contract Price.

14.13.2 As a condition to payment of all remaining portions of the Contract Price of the Unit Price Agreement, CONTRACTOR shall perform all Startup Testing and shall notify ENGINEER that the work is ready for final inspection. Such Startup Testing and notice to ENGINEER may be accomplished only after CONTRACTOR delivers written notice of the expected date of Initiation of Operation.

14.13.3 The requirements and provisions of Paragraphs 14.11, 14.12, and 14.13 of the General Conditions shall apply to payment of the remaining Contract Price pursuant to the *Unit Price Agreement, as well to final payment under the Unit Price Agreement.*

14.14 FINAL PAYMENT AND ACCEPTANCE: If, on the basis of ENGINEER'S observation of the Work during construction and final inspection, and ENGINEER'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the Final Application for Payment, indicate in writing ENGINEER'S recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.17. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and re-submit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER'S recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.15 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.16 CONTRACTOR'S CONTINUING OBLIGATION: CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.14, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.17).

14.17 WAIVER OF CLAIMS: The making and acceptance of any final payment will constitute:

14.17.1 A waiver of all claims by OWNER against CONTRACTOR, except claims previously made in writing and still unsettled, or claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.12 or from failure to comply with the Contract Documents or the terms of any special guarantees specified herein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

14.17.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - Suspension of Work and Termination

15.1 OWNER MAY SUSPEND WORK: OWNER may, at any time and without cause, suspend the Work or any portion thereof by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 and 12. If OWNER stops work under Paragraph 13.10 or

suspends CONTRACTOR'S services under paragraph 13.14, or suspends the work or any portion thereof because of CONTRACTOR'S failure to prosecute the Work without endangering persons and property, CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract Price.

15.2 OWNER MAY TERMINATE: OWNER may terminate CONTRACTOR's services for cause upon the occurrence of any one or more of the following events:

15.2.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3 If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

15.2.5 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8 If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

In such case, CONTRACTOR shall not be entitled to receive any further payment beyond an amount equal to the value of the Work actually completed and the value of materials and equipment not incorporated in the Work but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract Price, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in finishing the Work, OWNER shall not be required to obtain the lowest figure for the work performed. CONTRACTOR'S obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.

15.3 Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4 TERMINATION FOR CONVENIENCE: Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement.

15.4.1 In any termination for convenience, CONTRACTOR shall be paid for (a) Work completed, in accordance with the Contract Documents, before receipt of the notice of termination, and (b) reasonable termination settlement costs for commitments that have become firm before the termination. CONTRACTOR shall not be paid any anticipated and unrealized supplemental costs, administrative expenses and profit for uncompleted Work. If no agreement can be reached as to reasonable termination costs, OWNER and CONTRACTOR shall follow the provisions in federal regulation FAR 52.249-2, found in 48 CFR Part 52.

15.4.2 Upon termination for convenience, OWNER shall have full power and authority to take possession of the Work, assume any sub-agreements with Subcontractors and Suppliers that OWNER selects, and prosecute the Work to completion by contract or as OWNER may deem expedient.

15.4.3 If after notice of termination of the services of CONTRACTOR for cause, it is determined that CONTRACTOR was not in default, the termination shall be deemed to have been for the convenience of OWNER. In such event, CONTRACTOR may recover from OWNER payment for Work completed and reasonable termination costs as provided in paragraph 15.4.1.

15.5 CONTRACTOR MAY STOP WORK OR TERMINATE: If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or ENGINEER fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - Dispute Resolution

16.1 Subject to the conditions set forth in subparagraphs 16.2, 16.2.1 and 16.2.2 hereof, all claims, disputes and other matters and questions arising out of or relating to the Contract Documents or the breach thereof, except claims waived by the making and accepting of final payment as provided in Section 14.17, shall be decided by arbitration between the parties. This agreement to arbitrate shall be specifically enforceable under the Louisiana Arbitration Act and the award rendered by the arbitrators shall be final and a judgment may be entered thereon in the State District Court for the Parish of St. John the Baptist, State of Louisiana.

16.2 Any arbitration provided for hereunder will be conducted in accordance with the Construction Arbitration Rules of the American Arbitration Association (AAA), subject to the following:

16.2.1 OWNER shall not be compelled to arbitrate any dispute without its express consent given in writing after demand is made for arbitration.

16.2.2 Arbitration shall be conducted in St. John the Baptist Parish, Louisiana and the laws of the State of Louisiana shall be controlling as to matters of law.

16.3 Subject to any recognized privilege, discovery shall be available to each party to the arbitration as it would be available in the District Court for the Parish of St. John the Baptist under the provisions of the LA Code of Civil Procedure in effect at the time of demand for arbitration. Notices, time periods and other procedural matters shall be governed by the rules that apply in Louisiana District Courts which shall be enforced by the AAA in the same manner as in the Louisiana District Court.

16.4 A pre-hearing conference shall be held not sooner than sixty (60) days after the filing of the answer, at which time a pre-hearing summary shall be filed by each party, setting forth all claims and counterclaims with specificity, all witnesses expected to be called at the hearing, all documents proposed to be introduced, and all items of claimed damages including dollar amounts therefore.

16.5 All discovery and amendments to the pre-hearing summary shall be concluded thirty (30) days prior to the arbitration date. Failure on the part of the CONTRACTOR to provide the foregoing discovery and disclosure shall

render any claim supported by witnesses or documents not so disclosed null, void and waived.

16.6 In the event of any arbitration demanded and agreed to by the OWNER, each party shall select an arbitrator and the two so selected shall select a third from a panel proposed by the AAA. In the event that the two cannot agree upon an neutral arbitrator from the AAA list within thirty (30) days, then the third arbitrator shall be designated by the AAA.

16.7 In the event OWNER so elects, CONTRACTOR shall be required to participate in a consolidated arbitration to include the ENGINEER.

16.8 The arbitrators shall render a written decision, with conclusions of law and findings of fact, breaking down the items of any award on the claim or counterclaim in sufficient detail to enable OWNER to seek any grant reimbursement as may be available.

16.9 Notwithstanding anything else in the Contract Documents to the contrary, the CONTRACTOR shall carry on the work and maintain its progress during litigation or any arbitration proceedings, and OWNER shall continue to perform and pay as otherwise required by the Contract Documents.

16.10 In the event OWNER elects not to arbitrate one or more disputes, the dispute or disputes which the OWNER elects not to arbitrate shall be decided under the laws of the State of Louisiana in the 40th Judicial District Court in and for the Parish of St. John the Baptist, State of Louisiana.

16.11 In the event OWNER is required to defend itself against any claim for delay, the OWNER shall be entitled to recover costs, including without limitation, administrative costs, attorneys' fees and court costs, from the party causing the delay.

ARTICLE 17 - Miscellaneous

17.1 GIVING NOTICE: Whenever any provisions of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.2 COMPUTATION OF TIME:

17.2.1 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.2.2 A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

17.3 UTILIZATION OF LOCAL LABOR (STATE RESIDENTS): Contractor shall make every effort to use local labor to the fullest extent possible.

17.4 GENERAL: Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph

17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations

or repose.

17.5 DUTIES AND OBLIGATIONS: The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.26, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of this Agreement. Also, the obligation of CONTRACTOR to maintain the Work until Initiation of Operation shall survive final payment and termination and completion of this Agreement.

Section 06
SPECIAL CONTRACT PROVISIONS

“NOT USED”

Section 07.1

REQUIRED CLAUSES FOR CONTRACT DOCUMENTS

I. EQUAL OPPORTUNITY CLAUSE: 40 CFR PART 8.

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

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

II. HISTORICAL PRESERVATION CLAUSE: 36 CFR PART 800.

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

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

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

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

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

IV. PRESIDENTIAL EXECUTIVE ORDERS

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

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

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

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

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

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

VI. USE OF AMERICAN IRON AND STEEL

"In accordance with Section 608 of the Clean Water Act as amended by the Water Resources Reform and Development Act of 2014, the contractor agrees that all of the iron and steel products

used in the performance of the contract will be produced in the United States.”

For additional information including published waivers, please see the EPA website:

http://water.epa.gov/grants_funding/aisrequirement.cfm

VII. DAVIS BACON AND RELATED ACTS

Wage Rate Requirements Under The Clean Water Act, Section 513

Preamble

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

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

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

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the Water Resources Reform and Development Act of 2014 (WRRDA) - with respect to State recipients and sub recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Mr. Dannel Brown at brown.danell@epa.gov or 214-665-7279, of EPA Region 6 Grants Management Office, - for guidance. The recipient or sub recipient may also obtain additional guidance from DOL’s web site at <http://www.dol.gov/whd/>

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

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

2. Obtaining Wage Determinations.

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

(i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub

recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

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

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

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

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

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or -FY 2015 Water Resource Reform and Development Act, the following clauses:

(1) Minimum wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set

forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

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

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

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

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

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

CFR part 5, and that such information is correct and complete;

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

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

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

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

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

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or sub contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

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

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

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As

provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

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

Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

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

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

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

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

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under –FY 2014 Water Resource Reform and Development Act with respect to sub recipients that are not governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient may contact Mr. Dannel Brown at brown.dannell@epa.gov or 214-665-7279, of EPA Grants Management Office for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

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

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

Under the FY 2015 Water Resouce Reform and Development Act -, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund -. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients must obtain proposed wage determinations for specific localities at www.wdol.gov. After the Sub recipient obtains its proposed wage determination, it must submit the wage determination to Mr. Dannell Brown at brown.dannell@epa.gov or 214-665-7279, of EPA Grants Management office - for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

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

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

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

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

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

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

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2015 Water Resource Reform and Development Act -, the following clauses:

(1) Minimum wages.

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

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

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

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

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

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award

official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

(3) Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating

whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

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

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

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

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

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

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

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

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a

person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

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

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

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

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

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

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

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

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

Section 07.2

REQUIRED FEDERAL CERTIFICATION FORMS

The following forms shall be executed by the Successful Bidder prior to Awarding of the Contract:

RF-200 Prospective Prime Contractor's (Bidder) Statement About Six Good Faith Efforts

EPA 5700-49 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

EPA 6100-2 Subcontractor Participation Form

EPA 6100-3 Subcontractor Performance Form

EPA 6100-4 Subcontractor Utilization Form

RF-373 DBE Certification

CONTRACTOR'S GUIDE & RECORD
FOR IMPLEMENTATION OF SIX AFFIRMATIVE ACTIONS

It is a Federal requirement that all procurement made with Federal funds utilize six (6) affirmative action steps to utilize small business enterprises (SBE's), minority business enterprises (MBE's), women's business enterprises (WBE's), and small businesses in rural areas (SBRA's) in the areas of construction, services, equipment, and supplies. For each of the following six steps, please state what actions were taken to comply with that step or reasons that no action was taken.

- 1. Placing qualified MBEs, SBEs, WBEs, and SBRA's on solicitation lists.**

- 2. Assuring that MBEs, SBEs, WBEs, and SBRA's, once identified, are solicited whenever they are potential sources.**

- 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by MBEs, SBEs, WBEs, and SBRA's.**

- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by MBEs, SBEs, WBEs, and SBRA's.**

- 5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce to identify qualified MBEs, SBEs, WBEs, and SBRA's.**

- 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed here. If no subcontracts are to be awarded, these steps must still be taken in procuring equipment and supplies.**



EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a 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, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) 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.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statements. My explanation is attached.

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: ☐ DOT ☐ SBA ☐ Other: _____		Meets/ exceeds EPA certification standards? ☐ YES ☐ NO ☐ Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	___ YES	___ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

RF-373
04/23/13

DBE CERTIFICATION

Loan Recipient _____

Project Number _____ DEQ Contract No. _____

The Loan Recipient has determined that a fair share of subagreements CAN/CANNOT be awarded to disadvantaged, minority and/or women's businesses on this project.

Determination has been made that the Disadvantaged Business Enterprises participating in this project have been certified by the State of Louisiana's Unified Certification Program or by another certifying agency.

The following is the Loan Recipients effort to show compliance with DEQ's policy.

Prime Construction Contractor _____

Construction Contract Amount _____

WBE	MBE	Name of Firm	Subcontract Amount
()	()	_____	_____
()	()	_____	_____
()	()	_____	_____
()	()	_____	_____
()	()	_____	_____
()	()	_____	_____

*Attach additional sheets if necessary

Date

Authorized Representative of Recipient

"General Decision Number: LA20260005 05/18/2026

State: Louisiana

Construction Types: Heavy

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

Includes flood control, water & sewer lines, and water wells. Includes elevated
storage tanks in all listed parishes except Plaquemines and St. James. Excludes
Industrial Construction, Processing Plants, and Refineries

Modification Number	Publication Date
1	01/30/2026
2	05/18/2026

CARP0729-001 01/01/2025		
	Rates	Fringes
MILLWRIGHT.....	\$ 40.34	14.16

CARP1846-006 07/01/2024		
	Rates	Fringes
CARPENTER (FORMBUILDING/FORMSETTING AND PILEDRIERS).....	\$ 32.59	10.52

ELEC0130-005 12/01/2025		
	Rates	Fringes
ELECTRICIAN: INCLUDING LOW VOLTAGE WIRING (JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES, AND ST. JOHN THE BAPTIST PARISHES).....	\$ 36.00	16.66

ELEC1077-002 05/26/2025		
	Rates	Fringes
ELECTRICIAN: INCLUDING LOW VOLTAGE WIRING (ST. TAMMANY PARISH).....	\$ 30.35	12.46

ENGI0406-018 07/01/2009

	Rates	Fringes
OPERATOR: POWER EQUIPMENT: MECHANIC.....	\$ 23.31	6.70
OPERATOR: POWER EQUIPMENT: BULLDOZER.....	\$ 21.26	6.70

PLAS0567-003 08/01/2022

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JOHN THE BAPTIST, AND ST. TAMMANY PARISHES).....	\$ 30.47	7.97

PLAS0812-003 01/01/2022

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (ST. JAMES PARISH)...	\$ 31.83	5.90

PLUM0060-002 06/05/2023

	Rates	Fringes
PLUMBERS: EXCLUDING PIPE LAYING (JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES (SOUTHEASTERN PORTION), ST. JOHN THE BAPTIST, AND ST. TAMMANY PARISHES).....	\$ 31.70	13.85

PLUM0198-005 12/08/2022

	Rates	Fringes
PLUMBER: EXCLUDING PIPE LAYING (ST. JAMES PARISH (NORTHWESTERN PORTION)).....	\$ 32.42	16.50

SULA2004-007 05/13/2004

	Rates	Fringes
TRUCK DRIVERS: PICKUP.....	\$ 12.25	0.00
TRUCK DRIVERS: DUMP.....	\$ 11.01	0.00
POWER EQUIPMENT OPERATORS: OILER.....	\$ 10.03	0.00
POWER EQUIPMENT OPERATORS: FRONT END LOADER.....	\$ 13.89	0.00
POWER EQUIPMENT OPERATORS: DRAGLINE.....	\$ 16.50	0.00
POWER EQUIPMENT OPERATORS: CRANE.....	\$ 16.34	3.30
POWER EQUIPMENT OPERATORS: BACKHOE/EXCAVATOR.....	\$ 14.42	0.00
PIPEFITTER (EXCLUDING PIPELAYING).....	\$ 17.52	4.51
LABORERS: MASON TENDER.....	\$ 7.25	0.00
LABORERS: FLAGGER.....	\$ 8.58	0.00
LABORERS: FENCE.....	\$ 11.24	0.00
LABORERS: COMMON/LANDSCAPE.....	\$ 9.88	0.00
LABORERS: (PIPELAYER).....	\$ 9.84	0.00
CARPENTER (ALL OTHER WORK).....	\$ 13.75	2.60

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 <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical

order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

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

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

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007

6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations.

Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION

"

SECTION 08

Project Sign

PART 1 GENERAL

1.1 SUMMARY

- A. This specification covers the fabrication and installation of a project identification sign for projects receiving funding through the Louisiana Clean Water State Revolving Fund Program.

PART 2 PRODUCTS

2.1 GENERAL

- A. The project sign shall be fabricated and erected within 21 days following the notice to proceed and shall be maintained by the Contractor until completion of construction and the Owner's acceptance of the work.
- B. For projects which include greater than one funding source the information specified for CWSRF projects may be combined with other project signage requirements onto one sign, as allowed and approved by the funding agencies.
- C. There should be one project sign per project. If the project has multiple locations, one project sign centrally located as directed by the Engineer is sufficient.
- D. Sign layout shall be submitted to the Engineer for approval prior to production.

2.2 MATERIALS AND FABRICATION

- A. Refer to attached figure titled "CWSRF Project Sign Elevation" for typical layout of a sign. The size and spacing of the lettering on the sign may change to accommodate the addition of other funding agencies
- B. Sign Panel: The sign panel shall be constructed of 3/4-inch APA rated, A-B grade exterior plywood rabbeted into a 2" x 4" nominal frame or other suitable materials and construction capable of withstanding typical weather conditions common to the project site.
- C. Fasteners: All fasteners used in the fabrication of the sign shall be rust-proof.

- D. Sign Supports: The sign shall be adequately supported and braced to remain in the proper positioning and alignment, including resistance to wind loads and toppling of the sign.
- E. Coating: All paint or exterior coverings used shall be exterior grade coating suitable for use on wood or the material of construction. The sign shall be prepared as follows:
 - Sign Face: The sign face background shall be white and can consist of a minimum two coats of paint.
 - Supports and Trim: The supports and trim shall be white and can consist of a minimum of two coats of paint. The front facing surface of the 2" x 4" frame shall be royal blue.
- D. Lettering and Emblem: The lettering shall be of the size and color as specified on the attached figure. The size and spacing of the lettering on the sign may change to accommodate the addition of other funding agencies. The emblem shall be of the size specified on the attached figure in royal blue.

PART 3 EXECUTION

3.1 INSTALLATION

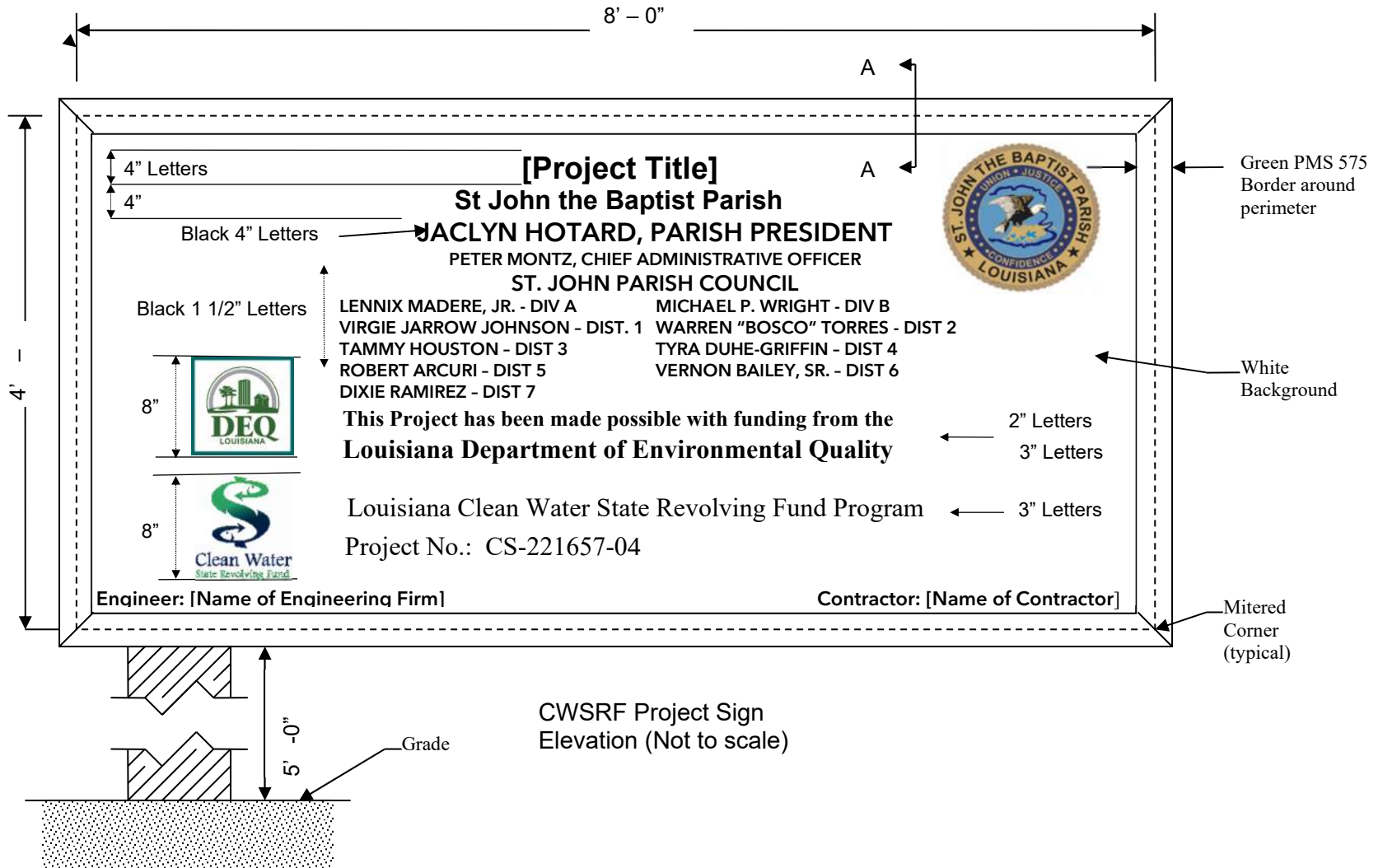
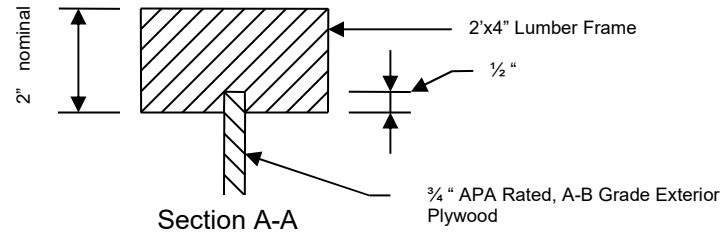
- A. The project sign shall be erected in the location and alignment, as directed by the Engineer, with the bottom of the sign panel a minimum of five feet above existing grade.

3.2 MAINTENANCE

- A. The Contractor shall provide any and all materials required to maintain the sign in good condition throughout the duration of the Contract.
- B. The Contractor shall remove the project sign from the construction site upon completion of construction and Owner's acceptance of the work, or when directed by the Engineer.

PROJECT SIGN SCHEMATIC

Note: All lettering shall be Green PMS 575 except as noted. Spacing between lines shall be 1" except as noted.



**ST. JOHN THE BAPTIST PARISH
WOODLAND WWTP DEMOLITION PROJECT
Project No. 2016.16**

TECHNICAL SPECIFICATIONS

DIVISION 00 – BIDDING REQUIREMENTS AND CONTRACT REQUIREMENTS

SECTION 00 01 07 – INDEX AND CERTIFICATION PAGE

SPECIFICATION INDEX

<u>DOCUMENT/ DIVISION</u>	<u>DESCRIPTION</u>	<u>NUMBER OF PAGES</u>
Division 00	Bidding Requirements	2
Division 01	General Requirements	42
Division 02	Site Work	7
Division 31	Earthwork	13
Division 32	Exterior Improvements	4
Appendix 1	Lead-Based Paint Survey Report	19
Appendix 2	Asbestos Survey Report	57
Appendix 3	Hazardous Materials Survey Report	25

CERTIFICATION(S)



Division 00

Division 01

Division 02

Division 31

Division 32

SECTION 011000 – SUMMARY OF WORK

PART 1 – GENERAL

1.01 LOCATION OF WORK

All the work of this Contract is located in rights-of-way owned and/or granted right to use by St. John the Baptist Parish as indicated on the Contract Drawings.

1.02 WORK TO BE DONE

- A. Includes the demolition and disposal of all facilities identified in the contract documents, including but not limited to:
 - 1. Steel wastewater treatment facility
 - 2. Metal building
 - 3. Portions of the effluent pump station
 - 4. Portion of existing effluent forcemain
 - 5. Portions of the sludge drying beds
 - 6. Electrical distribution system
- B. Includes salvage of equipment identified in the contract drawings to be salvaged. All other materials and equipment shall become the property of the contractor, unless otherwise specifically directed herein.
- C. Includes the proper removal and disposal of wastewater and sludge in the wastewater treatment facility and sludge drying beds. The wastewater can be pumped into the Woodland lift station located onsite. Sludge from the treatment facility can be delivered to the River Road WWTP located at 144 Water Plant Road LaPlace, LA. Sludge and other debris removal from the sludge drying beds must be removed, hauled, and disposed of by Contractor.
- D. Coordinate with Entergy in de-energizing site.
- E. The Contractor shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- F. The Contractor shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- G. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.
- H. The Contractor shall comply with all Parish, state, federal and other codes which are applicable to the proposed construction work.

1.03 WORK SEQUENCE

- A. All work to be done under the Contract shall be done with minimum inconvenience to the public and the Owner. When pumping sewage or delivering sludge to the Owner's facilities, Contractor may be required to work off peak hours, so Owner's on-going operation of its facilities are not impacted
- B. Construct Work in stages to accommodate the Owner's use of the premises during the construction period; coordinate the construction schedule and operations with the Engineer.
- C. Construct the Work in stages to provide for public convenience. Do not close off use of facilities until completion of one stage of construction will provide alternative usage.

1.04 CONSTRUCTION AREAS

- A. Contractor shall limit his use of the construction areas for Work and for storage, to allow for:
 - Work by other contractors
 - Owner use
 - Public use
- B. Coordinate use of work site under direction of Engineer.
- C. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.
- D. Move any stored products, under Contractor's control, which interfere with operations of the Owner or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.
- F. Contractor shall be obligated to share entrances, access drives and roadways at the construction site with other contractors or subcontractors.

1.05 OWNER OCCUPANCY

- A. Owner will have full access to, and use of, all existing facilities during the entire period of construction for the conduct of his normal operations. Cooperate with Engineer in all construction operations to minimize conflict and to facilitate Owner usage.

1.06 PARTIAL OWNER OCCUPANCY

- A. The Contractor shall schedule his operations for completion of portions of the Work, as designated, for the Owner's occupancy prior to Substantial Completion of the entire Work.

1.07 PLANS AND SPECIFICATIONS

- A. Specifications

The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution actions modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.

B. Intent

1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the Contractor as though it were specifically delineated or described.
2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

1.08 CONFLICT BETWEEN DRAWINGS AND SPECIFICATIONS

Where an obvious conflict exists between the Plans and Specifications, the Engineer shall decide which governs and the Contractor shall comply with the decision. Such decision shall not be grounds for additional payment to the contractor, i.e., the Contractor shall include the price of the most expensive alternative in his bid.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 012600 – CONTRACT MODIFICATION PROCEDURES

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Promptly implement change order procedures.
 - 1. All change orders shall be implemented on the standard St. John the Baptist Parish - Contract Change Order Form. These forms are available on request.
 - 2. Provide full written data required to evaluate changes.
 - 3. Maintain detailed records of work done on a time-and-material/force account basis.
 - 4. Provide full documentation to Engineer on request.
- B. Designate, in writing, the member of Contractor's organization:
 - 1. Who is authorized to accept changes in the Work.
 - 2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the Work.
- C. A change order is not finalized until signed by the Parish President of St. John the Baptist Parish.

1.02 RELATED REQUIREMENTS

General Conditions of the Contract are included in Section 05.

- 1. Methods of determining cost or credit to Owner resulting from changes in Work made in a time and material or unit price basis.
- 2. Contractor's claims for additional costs.

1.03 DEFINITIONS

- A. Change Order: See General Conditions.
- B. Construction Change Authorization: A written order to the Contractor, signed by Owner and Engineer, which amends the Contract Documents as described and authorized Contractor to proceed with a change which affects the Contract Sum or the Contract Time, for inclusion in a subsequent Change Order.
- C. Field Order: A written order to the Contractor, signed by the Engineer and the Contractor, which is issued to interpret/clarify the Contract Documents, order minor changes in the work and/or memorialize trade-off agreements. The work described by a Field Order is to be accomplished without change to the Contract Sum, Contract Time, and claims for other costs.

1.04 PRELIMINARY PROCEDURES

- A. Owner or Engineer may initiate changes by submitting a Request for Proposal (RFP) to Contractor. Request will include:
 - 1. Detailed description of the change.
 - 2. Supplementary or revised Drawings and Specifications.
 - 3. The projected time span for making the change and a specific statement as to whether overtime work is, or is not, authorized.
 - 4. A specific period of time during which the requested price will be considered valid.

5. Such request is for information only and is not an instruction to execute the changes, nor to stop work in progress.
- B. Contractor may initiate changes by submitting a written notice to Engineer, containing:
 1. Description of the proposed changes.
 2. Statement of the reason for making the changes.
 3. Statement of the effect on the Contract Sum and the Contract Time.
 4. Statement of the effect on the work of other contractors.
 5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

1.05 WORK DIRECTIVE CHANGE AUTHORIZATION

- A. A. In lieu of a Request for Proposal, Engineer may issue a work directive change authorization for Contractor to proceed with a change for subsequent inclusion in a Change Order.
- B. B. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change and will designate the method of determining any change in the Contract Sum and any change in Contract Time.
- C. C. Owner and Engineer will sign and date the authorization as approval for the Contractor to proceed with the changes.
- D. D. Contractor may sign and date the Authorization to indicate agreement with the terms therein.

1.06 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump-sum proposal and for each unit price which has not previously been established, with sufficient substantiating data to allow Engineer to evaluate the quotation.
- B. On request, provide additional data to support time and cost computations:
 1. Labor required.
 2. Equipment required.
 3. Products required.
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 4. Taxes, insurance, and bonds.
 5. Credit for work deleted from Contract, similarly documented.
 6. Overhead and profit.
 7. Justification for any change in Contract Time.
- C. Support each claim for additional costs and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information.

1. Name of the Owner's authorized agent who ordered the work and date of the order.
2. Dates and times work was performed and by whom.
3. Time record, summary of hours worked, and hourly rates paid.
4. Receipts and invoices for:
 - a. Equipment used, listing dates and times of use.
 - b. Products used, listing of quantities.
 - c. Subcontracts.

1.07 PREPARATION OF CHANGE ORDERS AND FIELD ORDERS

- A. Engineer will prepare each Change Order and Field Order.
- B. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- C. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.
- D. Field Order will describe interpretations or clarifications of Contract Documents, order minor changes in the Work, and/or memorialize trade-off agreements.
- E. Field Order work will be accomplished without change in the Contract Sum, Contract Time, and/or claims for other costs.

1.08 LUMP-SUM/FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
 1. Engineer's Proposal Request and Contractor's responsive proposal as mutually agreed between Owner and Contractor.
 2. Contractor's proposal for a change, as recommended by Engineer.
- B. Owner and Engineer will sign and date the Change Order as authorization for the Contractor to proceed with the changes.
- C. Contractor will sign and date the Change Order to indicate agreement with the terms therein.

1.09 UNIT PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
 1. Engineer's definition of the scope of the required changes.
 2. Contractor's proposal for a change, as recommended by Engineer.
 3. Survey of completed work.
- B. The amounts of the unit prices to be:
 1. Those mutually agreed upon between Owner and Contractor.
- C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:
 1. Owner and Engineer will sign and date the Change Order as authorization for Contractor to proceed with the changes.
 2. Contractor will sign and date the Change Order to indicate agreement with the terms therein.

- D. D. When quantities of the items cannot be determined prior to start of the work:
1. Engineer or Owner will issue a construction change authorization directing Contractor to proceed with the change on the basis of unit prices and will cite the applicable unit prices.
 2. At completion of the change, Engineer will determine the cost of such work based on the unit prices and quantities used.

Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Contract Time.
 3. Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time
 4. Owner and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.

1.10 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/WORK DIRECTIVE CHANGE AUTHORIZATION

- A. Engineer and Owner will issue a Work Directive Change Authorization directing Contractor to proceed with the changes.
- B. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section.
- C. Engineer will determine the allowable cost of such work, as provided in General Conditions and Supplementary Conditions.
- D. Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
- E. Owner and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.11 1.11 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Sum.
- B. Periodically revise the Construction Schedule to reflect each change in Contract Time. Revise sub-schedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 012900 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 GENERAL

- A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labors, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various item of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction. The Contractors is hereby on notice that no separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

1.02 MOBILIZATION (BID ITEM NO.1)

A. MEASUREMENT

Mobilization will be measured for payment as a lump sum.

B. PAYMENT

When the contract does not include a pay item for mobilization, no direct payment will be made for mobilization. When the contract contains a pay item for mobilization, payment will be made at the contract lump sum price, subject to the following provisions: Partial payments for mobilization will be made in accordance with the schedule below up to a maximum of 10 percent of the original total contract amount, including this item. Payment of any remaining amount will be made upon completion of all work under the contract.

Table 727-1

Mobilization Payment Schedule

Percent of Total Contract Amount Earned	Allowable Percent of the Lump Sum Price for Mobilization
1 st Partial Estimate	25
10	50
25	75
90	100

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

1.03 DEMOLITION OF FACILITIES (BID ITEM NO. 2)

A. MEASUREMENT

Measurement will be made on a lump sum basis. If partial payments are necessary, payments will be made in accordance with the approved schedule of values.

B. PAYMENT

Payment of the lump sum Bid Item No. 2 established in the Proposal for the Demolition of Facilities shall be full compensation for furnishing all labor, materials, equipment, and

incidentals required to completely remove and dispose the treatment units (including dewatering and disposal of materials from within the facility), equipment building, perimeter fence, power supply, sludge drying pit walls, miscellaneous site work items, finished site grading, and all incidentals thereto, complete as specified herein and as shown on the Drawings.

1.04 SLUDGE REMOVAL FROM DRYING BEDS (BID ITEM NO.3)

A. MEASUREMENT AND PAYMENT

Measurement and payment will be made on a per ton basis, rounded to the nearest one- tenth of a ton, for all work necessary to sort and segregate the sludge on the existing drying beds from the vegetative material, remove, haul, and dispose of the sludge in accordance with state and federal requirements.

1.05 SLUDGE REMOVAL – TREATMENT UNIT (BID ITEM NO. 4)

A. MEASUREMENT AND PAYMENT

Measurement and payment will be made on a per cubic yard basis, rounded to the nearest cubic yard, for all work necessary to sort and remove the sludge from the existing treatment unit and haul and dispose of the sludge in accordance with state and federal requirements. The River Road WWTP is an available disposal site.

1.06 GRANULAR MATERIAL (BID ITEM NO. 5)

A. MEASUREMENT AND PAYMENT

The quantities of granular material for payment will be net section measured volumes of material installed based on the horizontal dimensions of the excavation within the sludge drying beds being filled multiplied by the depth of the excavation filled as approved by Owner to the nearest tenth of a foot. Contractor shall request approved fill depth prior to filling the excavation. Payment for granular material will be made at the contract unitprice per cubic yard (net section).

1.07 SEEDING (BID ITEM NO. 6)

A. MEASUREMENT AND PAYMENT

Seed will be measured by the pound. Payment for this item will be made at the contract unit price for seed placed at the project site for grass restoration.

1.08 FERTILIZER (BID ITEM NO. 7)

A. MEASUREMENT AND PAYMENT

Fertilizer will be measured by the pound. Payment for this item will be made at the contract unit price for fertilizer placed at the project site for grass restoration.

1.09 FLOWABLE FILL (BID ITEM NO. 8)

A. MEASUREMENT AND PAYMENT

Flowable fill will be measured by the cubic yard. Payment for this item will be made at the contract unit price for furnishing and installing flowable fill where required.

1.10 RELOCATION OF INFRASTRUCTURE ITEMS (BID ITEM NO. 9)

A. MEASUREMENT AND PAYMENT

Payment for this item shall be on a Lump Sum Allowance basis. The Lump Sum Allowance represents an estimated amount included in the Contract solely for use in addressing unforeseen utilities or infrastructure that are discovered during construction and are in conflict with the work.

The Contractor shall not perform any relocation, removal, repair, or replacement work under this item without prior written approval from the Project Engineer.

For each instance of unforeseen infrastructure requiring relocation or related work, the Contractor shall submit a detailed cost proposal (labor, equipment, materials, and subcontractors). No work shall proceed until the Project Engineer reviews and approves the proposed cost.

Upon approval and completion of the authorized work, the Contractor will be paid the actual approved cost, which shall be deducted from the Lump Sum Allowance amount identified in the Bid Form.

At the completion of the Project, any unused portion of this Lump Sum Allowance shall be credited back to the Owner during final project closeout. The Contractor shall not be entitled to any remaining balance of this allowance.

1.11 EXTRA WORK (BID ITEM NO. 10)

A. MEASUREMENT AND PAYMENT

Extra work, if any, will be performed in accordance with Articles 10 and 11 of the General Conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 012973 – SCHEDULE OF VALUES

PART 1 – GENERAL

1.01 REQUIREMENTS

- A. Within thirty (30) days of the Notice to Proceed or at the Pre-Construction Meeting (whichever is sooner), Contractor shall submit a Schedule of Values for Owner's approval. The Schedule of Values is a detailed itemized breakdown of all lump sum bid items. Submit corrected Schedule of Values within ten (10) days of receiving Owner's reviewed Schedule of Values requiring correction.
- B. The Schedule of Values shall be used as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. The Schedule of Values shall be a schedule of cost-loaded construction activities equal, in total, to the lump sum bid and shall be in such form and sufficient detail to correctly represent a reasonable apportionment of the lump sum. Prior to submitting a monthly payment request, the Contractor shall have submitted a detailed Schedule of Values and obtained approval from the Owner.
- C. Each lump sum bid item on the Bid Schedule(s), as set forth in the Contractor's Bid Proposal, must be broken down separately. The breakdown of each lump sum bid item must cover the cost of construction required by the Contract Drawings and Specifications for that item. The sum of the values for the construction activities, within a bid item, must equal the total bid amount for that item. The breakdown shall include subcontract amounts, which shall not deviate from the amounts submitted in the Bid Proposal. The Contractor shall provide certification from the Subcontractors certifying the subcontract amounts.
- D. Each activity in the Schedule of Values shall delineate one construction activity. For example, the placement of concrete between construction joints, the construction of an electrical duct bank or pipeline between points A & B. The costing for each activity should include all costs for the labor and materials or equipment required to complete the activity. For example, concrete construction activities should include all costs for the forming, placing of reinforcement, placing concrete, and curing. The cost for pipeline construction activities should include materials, equipment and installation including pipeline supports or thrust blocks. The excavation and backfill for a pipeline or structure may be separate activities. The Bid Proposal breakdown shall include the itemized costs for facility startup and testing to be performed before the final project acceptance is made. No non-construction activity shall be cost-loaded.
- E. Where Contract Documents require a CPM Construction Schedule, the Contractor shall use cost-loaded construction activities from the Construction Schedule as a Schedule of Values. Each construction activity shall be encoded to its bid item and a sort provided for each bid item totaling the cost loaded amount. The total of the Cost Loaded amounts for each bid item shall equal the amount bid for that item.
- F. The total of the Schedule of Values shall always equal the current Contract value. At any time during the progress of the Contract Work, the Owner reserves the right to review the cost loading of the Schedules of Values and direct necessary revisions. When requested by the Owner, the Contractor shall provide all information necessary to substantiate the cost loading.

1.02 SCHEDULE OF VALUES FOR PROJECTS WITH FUNDING

- A. Where projects are partially or fully funded by State or Federal loans or grants, the Schedule of Values shall be designed to provide a summary of costs that is coordinated with the funding

agency's forms and requirements for disbursements to Owner. Contractor shall cooperate and coordinate with Owner to modify and revise the Schedule of Values and payment requests to achieve a summary of costs acceptable to Owner and the funding agency.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 MOBILIZATION

Contractor shall limit amounts included under mobilization to the following items (if required by the Contract Documents):

1. Moving any equipment onsite required for the first month's operations.
2. Temporary construction power.
3. Fire protection system.
4. Construction water supply.
5. Providing field office trailers.
6. Providing onsite sanitary facilities.
7. Providing potable water facilities as specified.
8. Arranging for and erection of Contractor's work and storage yard.
9. Contractor's bonds and insurance.
10. Subcontractor bonds and insurance.
11. Obtaining all required permits, licenses, and fees.
12. Developing construction schedule and Schedule of Values.

Contractor shall furnish data and documentation to substantiate the amounts claimed under mobilization. Total cost for mobilization shall be limited to no more than 5 percent of the Total Contract Amount.

Do not submit the schedule of values with the bid proposal package.

END OF SECTION

SECTION 012976 – PROGRESS PAYMENT PROCEDURES

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Submit Applications for Payment to the Engineer in accord with the General Conditions and in the form required by the Owner.
- B. Owner reserves the right to withhold payment until Application for Payment is presented in a form acceptable to Owner.

1.02 FORMAT AND DATE REQUIRED

- A. Submit applications typed on forms provided by the Owner.
- B. Provide detailed substantiating data on additional sheets, including invoices paid where applicable.

1.03 PREPARATION OF APPLICATION FOR PROGRESS PAYMENTS

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of the Contractor.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
 - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
 - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
 - 1. The payment item to which the substantiating data applies.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored materials:
 - a. Item number and identification as shown on the application.
 - b. Description of specific material.
- B. Submit one copy of data for each copy of application for payment.

1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT Fill

in Application form as specified for progress payments.

1.06 SUBMITTAL PROCEDURE

- A. Submit applications for payment to the Engineer at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the Engineer who shall review the draft with the Contractor and make adjustments as appropriate. The Contractor shall then prepare a formal typed application using the informally approved amounts and submit four (4) complete sets to the Engineer.
- C. When the Engineer finds the application properly completed and correct, as informally approved, he will transmit it to the Owner for payment with a copy to the Contractor.

1.07 STORED MATERIALS

- A. With each Application for Payment, the Contractor shall submit to the Owner a written list identifying each location where materials are stored off the Project Site and the value of materials at the location.
- B. The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off the Project Site.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 013233 – PHOTOGRAPHIC DOCUMENTATION

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor shall employ a competent photographer/videographer to take commercial quality construction record photographs and video DVDs prior to and periodically during course of the work.

1.02 PHOTOGRAPHY/VIDEO REQUIRED

- A. Video Survey, as specified herein(pre-construction).
- B. Photographs prior to the start of construction, as specified herein.
- C. Monthly photographs, as specified herein

1.03 COSTS OF PHOTOGRAPHY

Contractor shall pay costs for specified video and photography, and prints.

PART 2 – PRODUCTS

2.01 PHOTO PRINTS

- A. Color:
 - 1. Paper: 20lb Bond Paper.
 - 2. Print Size: 3 ½ in. x 5 in.
 - 3. Each picture will be date stamped.
 - 4. Prints: 1 column and 2 rows of pictures persheet.
- B. Identify each print by caption below the picture,listing:
 - 1. Name and Number of Contract
 - 2. Name of Contractor
 - 3. Description of Item
 - 4. Location / Station of View
 - 5. Identity of Photographer

2.02

- A. Specifications for Audio-Video Survey

Prior to any work taking place (including mobilization), the Contractor shall take exterior photographs and video of the entire construction site, including any adjacent residential property, pools, mailboxes, and other structures, with emphasis placed on any existing structural damage such as the foundation and walls and those areas that may be susceptible to damage resulting from construction work. Additionally, all trees within the construction zone shall be examined for damage and shall be photographed and videoed, as well as the existing pavements, driveways, sidewalks, yards, and walkways. The video recording shall be sufficiently detailed in its coverage to establish the pre- construction condition of the property within the limits of construction and other areas

that could possibly be disturbed by the Contractor in the course of construction operations.

Prior to the start of construction of the contract, the Contractor shall furnish to the Engineer the Preconstruction video DVDs that will include the construction areas and other areas as designated by the Project Engineer.

The Pre-Construction DVDs shall be reviewed by the Engineer and either approved or additional coverage will be required to fully show the physical conditions of the work areas. The Contractor shall have the additional coverage videoed and shall not begin work, including moving equipment and/or material on the project site, until the audio- video survey has been approved by the Engineer. After approval, the Contractor shall supply two copies of the audio-video survey to the Engineer. One copy of the DVDs will remain available for viewing by the Contractor and may be reviewed by him for any assistance that the DVDs may provide in resolving disputes which arise with the property owners claiming improper restoration of their properties or Parish owned features and items. The copy of the DVDs will also be used as a guide by the Engineer, prior to issuance of final payments, in determining the adequacy of restoration and the extent of damages attributable to the Contractor's work. The remaining copy of the DVD will be delivered to the Owner.

B. Technical Requirements

The total audio-video recording system and the procedures employed in its use shall be such as to produce a finished product that will fulfill the technical requirements of the project, as well as those more subjective requirements of high-quality audio and video production. The video portion of the recording shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion or any other form of picture imperfection. The audio portion of the recording shall reproduce precise and concise explanatory notes by the camera operator with proper volume, clarity, and freedom from distortion.

C. Video Recorder

The recorder shall be DVD format.

D. Camera

The color video camera shall have a horizontal resolution of at least 550 lines at center and 4 megapixels.

PART 3 – EXECUTION

3.01 TECHNIQUE FOR STILL PHOTOGRAPHS

A. Factual presentation.

B. Correct exposure and focus.

1. High resolution and sharpness.
2. Maximum depth-of-field.
3. Minimum distortion.

3.02 VIEWS REQUIRED FOR STILL PHOTOGRAPHS

- A. Contractor shall photograph from locations to adequately illustrate conditions of construction and state of progress. Consult with Engineer at each period of photography for instructions concerning views required.
- B. Prior to construction, six photographs of pertinent features shall be taken at various locations at the site as selected by the Engineer and promptly submitted to the Engineer. Additional progress photographs shall be made monthly throughout the progress of the work and of significant milestones items or areas when work has taken place at that location during the month and submitted with each of the Contractor's applications for progress payment.

3.03 TECHNIQUE AND VIEWS REQUIRED FOR VIDEO TAPING

- A. At the start of production, an identification summary shall be read into the record while, at the same time, a wide-angle view with numeric displays shall be provided for a visual record. This summary will include (1) DVD number, (2) job title, (3) job location, (4) positional location at job start, (5) date and time, (6) weather and (7) any other notable conditions.

- B. Coverage

The recording shall include coverage of all surface features located within the construction zone-of-influence, including (1) all existing roadways, sidewalks, curbs, driveways, buildings and structures, above ground utilities, landscaping, trees, signage and other physical features and (2) areas directed by the Owner. The coverage shall be continuous (i.e., the camera shall not be turned off once photography has begun) to the greatest extent practically possible. If the camera must be turned off then a verbal message shall be inserted stating that the camera will be turned off and the reason for discontinuing coverage.

- C. Visibility

No recording shall be done during periods of significant precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recording. Zooming and panning shall be slow and deliberate.

- D. Experience

The operator in charge must have had previous experience video documenting a minimum of fifty miles of pre-construction work. Any apprentice operators must be continuously supervised by an above-described experienced operator.

3.04 DELIVERY OF PHOTOGRAPHS AND PRINTS

- A. Preconstruction photographs shall be delivered to the Engineer prior to the mobilization of any equipment or materials or the beginning of construction.
- B. Digital photographs shall be of at least 4 megapixels and shall be clear, sharp and encompass depth of field. The photographs shall be submitted as a color printed composite PDF, digital PDF file and original digital camera files on a CD/DVD ROM. Two (2) printed colored PDFs on bond paper and (2) CD/DVD ROMS labeled with the Project Title and date shall be furnished with each set of photographs. In addition, any and all digital photographs taken during construction by the contractor shall be retained and a copy of all digital files shall be delivered on CD/DVD ROM to the Owner's Project Engineer at the completion of the project or as directed by the Owners Project Engineer or Representative.
- C. Deliver progress prints to Engineer to accompany each Application for Payment.

3.05 DELIVERY OF DVDS

A. Recording Schedule

The recording shall be performed prior to the placement of any construction materials or equipment on the proposed construction site, but not more than seven weeks prior to the placement of materials or equipment.

B. DVD Indexing

All DVDs and their storage cases shall be properly identified by DVD index number, project title and general project location. Displayed on the storage case of each DVD shall be a log of that DVD's contents. That log shall describe (1) the various segments contained on that DVD, (2) coverage start, direction and endpoints, with corresponding DVD player counter numbers. A cumulative index correlating the various segments of coverage to their corresponding DVDs shall be typed and supplied to the Owner.

C. After approval of videos, deliver two record copies to Engineer.

D. Unacceptable Documentation

The Owner shall have the authority to reject all or any portion of the DVD documentation not conforming to the specifications. Those rejected portions shall be re-taped at no additional cost to the Owner.

E. Specification Deviations

Any deviation from these specifications must have the written approval of the Owner/Engineer.

F. Payment

There will be no separate payment for construction photographs and videos. Payment for the work covered under this section shall be included within the pay item for Mobilization.

END OF SECTION

SECTION 013300 – SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the Engineer for review and exception, if any, such drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications.
- B. The Contractor is to maintain an accurate updated submittal log containing the following information:
 - 1. Submittal Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (Approved/Resubmit).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submittal.

1.02 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data, and samples prepared by or for him before submitting them to the Engineer for review. Every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with Specifications and indicate all variance from the Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing, and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, approved.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than seven (7) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. The Contractor shall submit two (2) copies of descriptive or product data submittals to complement shop drawings for the Engineer plus the number of copies that the Contractor requires. The Engineer/Owner will retain two (2) sets. Digital copies may be used in lieu of paper copies. A single digital copy may be provided instead of multiple copies.
- G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary Shop Drawings.
- H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A = second submittal, B = third submittal, etc.

1.03 ENGINEER'S REVIEW AND APPROVAL OF SHOP DRAWINGS

- A. The Engineer's review and approval of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review and approval of drawings and schedules will be general and shall not be construed:
 - 1. As permitting any departure from the Contract requirements.
 - 2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials.
 - 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.
- C. If the drawings or schedules as submitted describe variations per subparagraph 1.04.D and show a departure from the Contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed Drawings without noting any exception.
- D. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
- E. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- F. The Engineer will review a submittal/resubmittal a maximum of three (3) times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.

- G. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes except upon written instructions from the Engineer.
- H. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor and will be considered "Not Approved" until resubmitted.

1.04 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean Contractor's plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings and schedule drawings, HDD drill plans, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data shall be considered only as supportive to required Shop Drawings as defined above.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each Shop Drawing shall have a blank area 3 1/2 inches by 3 1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of Contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification title and number.
- D. If Drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

- G. All manufacturers or equipment suppliers who propose to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year if requested by Engineer.
- H. Only the Engineer will utilize the color "red" in marking Shop Drawings submittals. The Contractor shall use the color "green" for his markings.
- I. Before final payment is made, the Contractor shall furnish to Engineer three (3) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system, and instrumentation system. A single digital copy may be provided instead of the multiple paper copies

1.05 WORKING DRAWINGS

- A. When used in the Contract Documents, the term "Working Drawings" shall be considered to mean the Contractor's plans for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, groundwater control systems, forming and false work for underpinning and for such other work as may be required for construction, but does not become an integral part of the Project.
- B. Copies of Working Drawings as noted in subparagraph 1.05(A) above shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least seven (7) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work. The Engineer shall not review Working Drawings; however, he will retain the drawings as a reference to the plan and progress of the work
- C. All risks of error in the Working Drawings are assumed by the Contractor; the Owner and Engineer shall have no responsibility, therefore.

1.06 SAMPLES

- A. The Contractor shall furnish, for the approval of the Engineer, samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integral related parts and attachment devices.
 - 2. Full range of color, texture and pattern.
 - 3. A minimum of two samples of each item shall be submitted.
- C. Each sample shall have a label indicating:
 - 1. Name of Project.
 - 2. Name of Contractor and Subcontractor.
 - 3. Material or Equipment Represented.

4. Place of Origin.
5. Name of Producer and Brand (if any).
6. Location in Project.

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in sub paragraph 1.06.B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.
- E. Approved samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which failed testing or were not approved will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 013500 – SPECIAL PROJECT PROCEDURES

PART 1 – GENERAL

1.01 WORK PROGRESS

The Contractor shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the Contract. If at any time such personnel or equipment appears to the Engineer to be inefficient, inappropriate, or insufficient for securing the quality of work required for producing the rate of progress aforesaid, he may order the Contractor to increase the efficiency, change the character, or increase the personnel and equipment, and the Contractor shall conform to such order. Failure of the Engineer to give such order shall in no way relieve the Contractor of his obligations to secure the quality of the work and rate of progress required.

1.02 PRIVATE LAND

No work shall be performed on private land unless prior written arrangement has been made between the Contractor and private landowner.

1.03 WORK LOCATIONS

Work shall be located by the Contractor, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 OPEN EXCAVATIONS

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, and other means to prevent accidents to persons and damage to property. The Contractor shall, at his own expense, provide suitable and safe crossings for accommodating travel by pedestrians and workmen.
- B. The Contractor shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles, which could be dangerous to the public, shall be barricaded at all times when construction is not in progress.

1.05 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

- A. The Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities, public or private, including poles, signs, services to building utilities, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by him at his expense.
- B. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing natural gas lines, water services, drain lines, and sewers). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.

- C. Protection and temporary removal and replacement of existing utilities and structures as described in this Section shall be a part of the work under the Contract and all costs in connection therewith shall be included in the unit prices established in the Proposal.

1.06 UTILITY REMOVAL

- A. Contractor shall provide the Owner with a minimum of two (2) weeks' notice prior to removal of any electrical service lines. The Owner will coordinate with Entergy to remove the electric meter. Entergy's scope terminates at the meter. Following meter removal, the Contractor shall remove the meter pan and all associated electrical components and equipment downstream of the meter and properly dispose of or salvage materials in accordance with project requirements.

1.07 CARE AND PROTECTION OF PROPERTY

- A. The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the Engineer.
- B. The protection, removal, and replacement of existing physical features along the line of work shall be a part of the work under the Contract, and all costs in connection therewith shall be included in the unit and/or lump sum prices established under the items in the Proposal.
- C. Protection and temporary removal and replacement of existing utilities and structures as described in this Section shall be a part of the work under the Contract and all costs in connection therewith shall be included in the unit prices established in the Proposal.

1.08 WATER FOR CONSTRUCTION PURPOSES

- A. Owner's water supply is available at the Site via hydrant. The Contractor can use the hydrant on-site for any needed water for the Work.

1.09 COOPERATION WITHIN THIS CONTRACT

- A. All firms or persons authorized to perform any work under this Contract shall cooperate with the General Contractor and his subcontractors or trades and shall assist in incorporating the work of other trades where necessary or required.

1.10 MAINTENANCE OF TRAFFIC

- A. Unless permission to close a street is received in writing from the proper authority, all excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he/she shall repair the road surface, provide temporary ways, erect wheel guards or fences, or take other measures for safety satisfactory to the Engineer.
- B. Detours around construction will be subject to the approval of the Owner and the Engineer. Where detours are permitted, the Contractor shall provide all necessary barricades and signs as required to divert the flow of traffic. While traffic is detoured, the Contractor shall expedite construction operations, and periods when traffic is being detoured will be strictly controlled by the Owner.

- C. The Contractor shall take precautions to prevent injury to the public due to open trenches. Night watchmen may be required where special hazards exist, or police protection provided for traffic while work is in progress. The Contractor shall be fully responsible for damage or injuries whether or not police protection has been provided.

1.11 CLEANUP

During the course of the work, the Contractor shall keep the site of his/her operations in as clean and neat a condition as is possible. The Contractor shall dispose of all debris and residue resulting from the construction work and, at the conclusion of the work, he/she shall remove, haul away, and dispose any surplus excavation, broken pavement, lumber, equipment, temporary structures, and any other refuse remaining from the construction operations and shall leave the entire site of the work in a neat and orderly condition.

1.12 RESTORATION

- A. Unless otherwise directed in these Contract Documents or by the Engineer, the Contractor is required to restore all areas to conditions that existed prior to construction. Excavated areas shall be backfilled and compacted by mechanical means.
- B. Existing public and private driveways and sidewalks disturbed by the construction shall be replaced to the limits and thicknesses existing prior to construction.
- C. Existing signs, lampposts and mailboxes which may be damaged by the Contractor or removed by the Contractor during the course of installing the new pipelines shall be reinstalled in a vertical position at the same location from which they were removed. Contractor shall provide temporary signage when existing traffic signs are removed to perform the Work. Damaged items shall be replaced with an item equal to or better than the damaged items. A concrete anchor shall be provided as necessary, at no additional cost, to ensure a rigid alignment. Care shall be exercised in the reinstallation of all items to prevent damage to the newly installed pipelines.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 013529 – PROTECTION OF EXISTING FACILITIES

PART 1 – GENERAL

1.01 DESCRIPTION

- A. The Contractor shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements specified herein, and in accordance with the requirements of the Contract Documents.
- B. The existing slabs designated to remain shall remain intact and not be broken by the Contractor operations. Any slabs, or parts thereof, broken by the Contractor's operations such that the slab or part thereof is loose and can become a trip hazard or otherwise an impediment to ground maintenance shall be removed and disposed by Contractor at no cost to Owner.

1.02 UTILITY EXPLORATION.

- A. **The Contractor shall determine the exact locations and depths of all utilities.** Where necessary, the Contractor shall make exploratory excavations of all utilities. All such exploratory excavations shall be performed as soon as practicable after award of contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's work.

1.03 RIGHTS-OF-WAY

- A. The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall the Contractor enter upon the rights-of-way involved until the Contractor has secured authority therefore from the proper party. After authority has been obtained, the Contractor shall give said party due notice of its intention to begin work and shall give said party convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing same.
- B. When two or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that on another, the Owner shall decide which Contractor shall progress at the same time, and in what manner. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the Owner to the Contractor so desiring, to the extent, amount, in the manner, and at the times permitted. No such decision as to the method or time of conducting the work or the use of territory shall be made the basis of any claim for delay or damage, except as provided for temporary suspension of the work in the General Conditions of the Contract.

1.04 PROTECTION OF STREET OR ROADWAY MARKERS AND TRAFFIC SIGNS

- A. The Contractor shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced for easy and accurate restoration. It shall be the Contractor's responsibility to notify the proper representatives of the Owner of the time and location that work will be done. Such notification shall be sufficiently in advance of construction so that there will be no delay due to waiting for survey points to be satisfactorily referenced for restoration. All survey markers or points

disturbed, without proper authorization by the Engineer, will be accurately restored at the Contractor's expense after all street or roadway resurfacing has been completed. All traffic signs shall be restored to the original condition and location at the Contractor's expense.

1.05 NOTIFICATION BY THE CONTRACTOR

- A. Prior to any construction work in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way the Contractor shall notify the respective authorities (including St. John the Baptist Parish Utilities Department) representing the owners or agencies responsible for such facilities not less than two (2) working days (48 hours), nor more than five (5) working days prior to excavation so that a representative of said owners or agencies can be present during such work if they so desire. The Contractor shall request that each utility Owner mark (or stakeout) in the field the location of existing facilities.

1.06 CONFLICTS WITH OTHER UTILITIES

- A. It shall be the Contractor's responsibility to give the appropriate utility company (or St. John the Baptist Parish Departments) sufficient advance notice so that their representatives may verify the utility location on the job site when trenching/excavation operations begin. The Contractor shall coordinate and cooperate with these utilities to insure that no damages occur which would cause interruption of their services.
- B. All temporary support, or minor adjustment which does not require replacement or direct by-pass connections to these existing services (such as all direct-buried telephone cables or two-inch and smaller gas lines) will be the responsibility of the Contractor.
- C. Where it may be necessary to relocate or de-energize electrical power lines (aerial or buried), gas mains or telephone ducts (defined here as gas lines larger than 2-1/2 inches and telephone cables within ductwork) all such relocation work must be performed by the respective utility companies' personnel, unless written authorization is given to Contractor by utility to perform such work. The Contractor shall immediately notify the proper utility company and the Engineer in writing of the occurrence and location of such required relocations. **Any costs associated with this work shall be paid by the Contractor.**
- D. **The Owner will not be responsible for any delay or inconvenience to the Contractor resulting from the existence, removal or adjustment of any utility. Additional costs incurred as a result, therefore, shall be the expense of the Contractor.**
- E. Contractor shall be responsible for maintenance of existing drainage patterns by temporary ditches, culverts, etc. **Temporary installations shall be approved by St. John the Baptist Parish prior to installation.** All existing drainage facilities shall be returned to original condition prior to completion of the project.
- F. The Contractor is ultimately responsible for any construction costs arising from conflicts with other utilities associated with the necessary removal, relocation, or temporary re-routing of all such utilities.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 EXISTING UTILITIES AND IMPROVEMENTS

A. General

The Contractor shall protect all utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities and other improvements indicated on the drawings that will be encountered in his construction operations and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be directed by the Engineer.

B. Owner's Right of Access

The right is reserved to the Owner and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the work of this Contract.

C. Known Utilities

Existing utility lines that are shown on the drawings or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired by the Contractor at his expense.

D. Unknown Utilities

1. The Contractor is required to use care in preparing excavations and shall conduct Utility Explorations including utility excavations and field investigations to assess the layout of subsurface facilities at each excavation site prior to the commencement of work. The Contractor shall uncover subsurface obstructions in advance of construction so that existing subsurface facilities may be identified before the work reaches the obstruction. The Contractor shall proceed at all times with caution while excavating.
2. Should the Contractor encounter subsurface and/or latent conditions at the site substantially different from those shown on the Drawings or indicated in the Specifications, he shall immediately give notification to the Engineer of such conditions. The Engineer shall thereon promptly investigate the conditions and if he finds that they are substantially different from those shown on the Plans or Specifications, he shall request a cost estimate from the contractor. No work shall begin until it has been authorized by the owner.

E. Approval of Repairs

All repairs to a damaged improvement shall be inspected and approved by an authorized representative of the improvement owner before being concealed by backfill or other work.

F. Relocation of Utilities

Where the proper completion of the work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is shown on the drawings, the Contractor shall at its own expense and with prior approval from the Owner of the utility, remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the Owner of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal. In the event that the Utility Owner prefers its personnel to perform the above described work, the Contractor shall fully reimburse said utility Owner for any costs associated with such work.

G. Maintaining in Service

All oil and gasoline pipelines, power, and telephone or other communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the work shall be maintained continuously in service during all the operations under the Contract, unless other arrangements are made satisfactory to the Owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The Contractor shall be responsible for and shall make good all damage due to its operations and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

3.02 TREES AND SHRUBS WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS

A. General

The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and project limits, and shall not trim, remove or relocate any trees unless such trees have been approved for trimming, removal or relocation by the Engineer and the jurisdictional agency or Owner. All existing trees and shrubs which are damaged during construction shall be trimmed, replaced, or relocated by the Contractor or a certified tree company under permit from the jurisdictional Agency or Owner. Tree trimming, replacement, and relocation shall be accomplished in accordance with the following paragraphs. The cost of such work shall be considered incidental to the construction of the sewerage facilities and no direct payment will be made.

B. Trimming

Symmetry of the tree and shrubs shall be preserved; no stubs or splices or torn branches left; clean cuts shall be made close to trunk or large branch. Spikes shall not be used for climbing live trees. All cuts over 1-1/2 inches in diameter shall be coated with an asphaltic emulsion material.

C. Relocate

The Contractor shall remove and relocate existing trees and/or shrubs which conflict with the construction operations of the Contractor. Trees and/or shrubs shall be relocated within the median area as directed by Owner.

D. Replacement

The Contractor shall immediately notify the jurisdictional agency and/or the Owner if any tree or shrub is damaged by the Contractor's operations. If, in the opinion of said agency or the Owner, the damage is such that replacement is necessary, the Contractor shall replace the tree or shrub at its own expense. The tree or shrub shall be of a like size and variety as the one damaged, or, if of a smaller size, the Contractor shall pay to the Owner of said tree a compensatory payment acceptable to the tree owner, subject to the approval of the Engineer and the jurisdictional agency or Owner.

3.03 POLE RELOCATION AND PROTECTION

- A. The Contractor shall take notice of any power, telephone, and traffic signal support poles along the length of the project; several may be in proximity to, or direct conflict with, the alignment of the proposed facilities. The relocation of all poles on the plans noted as to be relocated shall be the responsibility of and must be performed by the respective utility companies. The Contractor shall immediately notify the proper utility company and the Engineer in writing of the occurrence and location of such required relocations.
- B. For all poles without such notations, it is intended that they shall be supported with mud jackets or by other means of bracing as required by the utility company to maintain them in a stable condition. The temporary support and subsequent stability of these poles will be the Contractor's responsibility.

3.04 TEMPORARY ROAD AND OTHER SURFACES.

The Contractor shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time as specified in the plans.

- 1. Prior to placing the temporary surface, the foundation material underlying the areas to receive surfacing shall be densified to the degree specified in the Technical Specifications.
- 2. The street and surrounding area shall be cleared of rubbish and debris. The street shall be swept and the surrounding area shall be cleaned thoroughly.
- 3. The Contractor shall stockpile enough temporary surfacing material on the job site to insure a ready supply at all times for necessary repairs to the temporary surface already placed.
- 4. The temporary surface shall be left in place until permanent surfacing is ready for application.
- 5. No separate payment will be allowed for temporary surfacing and all costs therefore shall be included in the Contractor's bid price.
- 6. If the pipe trench is adequately backfilled and compacted, the temporary surface (aggregate) can serve as the permanent surface (aggregate).

END OF SECTION

SECTION 014100 – REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.01 REQUIREMENTS

- A. Contractor has the responsibility to submit application(s) for, comply with Permit(s) conditions of and receive **all applicable permits**, to include the Louisiana Department of Environmental Quality (LDEQ), and any other regulatory, commercial, industrial, and utility agency(s) prior to any construction which affects those agencies by the scope of work for this project.
- B. Contractor has the responsibility to comply with any and all Right of Way(s) and Servitude(s) conditions as determined in the ROW and Servitude Agreements for the property in which the Scope of Work is affecting.
- C. Contractor is required to immediately take corrective action on all spills and any releases beyond the construction site. Contractor is also responsible for proper disposal of all spill material and required regulatory notifications.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 PRIOR TO CONSTRUCTION

- A. Contractor notification to acquire the permit(s) will be given when St. John the Baptist Parish issues the project **Notice of Intent to Award** specification.
- B. Contractor will determine if a Storm Water Pollution Prevention Permit is required and what control measures will be needed. See specification in Section 312500 for more information.
- C. If determined, contractor will be required to apply for all permits in addition to B & C above.
- D. Contractor is required to comply to all permit conditions and requirements associated with the Project.
- E. The contractor will be required to send a copy of the approved permit(s) and the Storm Water Pollution Prevention Plan (SWPPP) to the engineer and owner before start of construction.

3.02 DURING CONSTRUCTION

- A. Properly install all control measures and comply with all conditions as specified in the permit(s).
- B. Periodically inspect, at least once a week that all control measures are in working order and repair any deficiencies.
- C. Maintain required recordkeeping and corrective action log.

3.03 PROJECT COMPLETION

- A. Remove all control measures and return landscape to conditions specified in the project.
- B. Comply with all Permit conditions concerning Project Completions, to include, but be limited to notifications of Project Completion to the appropriate Permit authorities.

3.04 PROJECT DELAYS

- A. The Contractor is responsible for complying with any and all permits required for the project. As such, any failure to follow required permits does not entitle the Contractor to any additional compensation (in time and/or money) unless approved in advance by the Engineer and the Owner.
- B. Any delays or cost incurred by the Contractor as a result of complying with conditions of the Permit(s), ROW(s) or Servitude(s) associated within the Scope of Work for this Project does not entitle the Contractor to any additional compensation (in time and/or money) unless approved in advance by the Engineer and the Owner.
- C. Any delays or cost incurred by the Contractor as a result of unforeseen delays from a regulatory, commercial, industrial and utility agency(s) associated within the Scope of Work for this Project does not entitle the Contractor to any additional compensation (in time and/or money) unless approved in advance by the Engineer and the Owner.

END OF SECTION

SECTION 014500 – QUALITY CONTROL

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Owner may employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.
 - 1. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.
 - 2. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the work of the Contract.
 - 3. St. John the Baptist Parish may invoice Contractor for any testing services standby cost due to Contractor delay or improper scheduling of testing services.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- 1. Release, revoke, alter or enlarge on requirements of Contract Documents.
- 2. Approve or accept any portion of the Work.
- 3. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel, provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide, to the laboratory, the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard Specifications for quality and workmanship are indicated in the Contract Documents. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the Standard Specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.
 - 2. To obtain and handle samples at the Project site or at the source of the product to be tested.

3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. If the test results indicate the material or equipment complies with the Contract Documents, the Owner shall pay for the cost of the testing laboratory. If the tests and any subsequent retests indicate the materials and equipment fail to meet the requirements of the Contract Documents, the Contractor may be directed to pay for the laboratory costs directly to the testing firm or the total of such costs shall be deducted from any payments due the Contractor.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 016000 – PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Material and equipment incorporated into the Work:
- B. Conform to applicable specifications and standards.
- C. Comply with size, make, type, and quality specified, or as specifically approved in writing by the Engineer.

Manufactured and Fabricated Products:

- a. Design, fabricate, and assemble in accord with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - c. Two or more items of the same kind shall be identical, by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes, and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the work without prior approval of the Engineer.
- B. Within fifteen (15) days after the effective date of the Agreement, the Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product and to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five (5) copies to the Engineer. Maintain one (1) set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition, and adjust products in strict accord with such instructions and in conformity with specified requirements.
- C. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
- D. Do not proceed with work without clear instructions.
- E. Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products in accord with construction schedules, coordinate to avoid conflict with work and conditions at the site.
 - 1. Deliver Products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that Products are properly protected and undamaged.
- B. Provide equipment and personnel to handle Products by methods to prevent soiling or damage to Products or packaging.

1.05 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the work shall be handled and stored by the Contractor before, during, and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft, or damage of any kind whatsoever to the material or equipment.
- C. Cement, sand, and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel and reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. Brick, block, and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking, and spilling to a minimum.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the work, and the Contractor shall receive no compensation for the damaged material or its removal.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored Products to assure that Products are maintained under specified conditions and free from damage or deterioration.
- F. Protection After Installation:

Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove coverings when no longer needed.

- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance, the Contractor shall replace same without additional cost to the Owner.
- H. Should the Contractor fail to take proper action on storage and handling of equipment supplied under this Contract within seven (7) days after written notice to do so has been given, the Owner retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from the Contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering, and any other costs associated with making the necessary corrections.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

Within fifteen (15) days after the Effective Date of the Agreement, submit to the Engineer a complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

1. For Products specified only by reference standard, select any product meeting that standard.
2. For Products specified by naming several Products or manufacturers, submit the Products or manufacturers named in the Contractor's Bid, which complies with the specifications.
3. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

C. Substitutions:

1. After the Effective Date of the Agreement the Engineer will consider written requests from Contractor for substitution of Products.
2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
3. The Engineer shall be the judge of the acceptability of the proposed substitution.

D. Contractor's Representation:

A request for a substitution constitutes a representation that the Contractor:

1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
2. Will provide the same warranties or bonds for the substitution as _____ for the Product specified.
3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.07 SPECIAL TOOLS

Manufacturers of equipment and machinery shall furnish any special tools (including grease guns or other lubricating devices) required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 017400 – CLEANING AND WASTE MANAGEMENT

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris, wastepaper, wood scraps, steel scrapes, and other objectionable material along with the final cleanup of site(s) required for project acceptance.

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the work site and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris, and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris, and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct a sight inspection of interior and exterior surfaces and all work areas to verify that all work is clean.

END OF SECTION

SECTION 017700 – CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

The Contractor shall comply with the requirements stated in the General Conditions and in the Specifications for administrative procedures in closing out the Work.

1.02 FINAL INSPECTION

- A. When the Contractor considers the Work is substantially complete, he shall submit to the Engineer:
 - 1. A written notice that the Work or designated portion thereof is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion. The Engineer's opinion as to the status of completion shall be based on completion of the work as shown on the plans and called for in the specifications.
- C. Should the Engineer determine that the Work is not substantially complete:
 - 1. The Engineer will promptly notify the Contractor in writing, giving the reasons therefore.
 - 2. Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the Engineer.
 - 3. The Engineer will re-inspect the Work.
- D. When the Engineer finds that the Work is substantially complete, he will:
 - Prepare and deliver to Owner a Certificate of Substantial Completion.
- E. When the engineer finds that the punch list (established at the time the contractor is presented with the Certificate of Substantial Completion) is complete the engineer will prepare & deliver a Certificate of Final Acceptance.

1.03 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum:
 - 1. The original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Previous Change Orders
 - b. Unit Prices
 - c. Deductions for uncorrected Work
 - d. Penalties and Bonuses
 - e. Deductions for liquidated damages
 - f. Deductions for reinspection payments
 - g. Other adjustments
 - 1) Total Contract Sum, as adjusted.

- 2) Previous Payments.
- 3) Sum remaining due.

C. Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.04 APPLICATION FOR PAYMENT

Upon receipt of approval of the final change order Contractor shall submit an Application for Payment in accordance with procedures and requirements stated in the General Conditions.

1.05 CONTRACT CLEAR LIEN CERTIFICATE AND PAYMENT OF RETAINAGE

- A. Upon receipt of the Owner's Certificate of Substantial Completion, the Contractor shall make filings with the Recorder of Mortgages, as required by Louisiana State Public Contract Statute.
- B. In accordance with the Louisiana State Public Contract Statute, the Recorder of Mortgages shall issue a Clear Lien and Privilege Certificate upon expiration of a period of not less than forty-five (45) days, provided no liens are recorded against the project.
- C. Upon receipt of the Clear Lien and Privilege Certificate, the Contractor shall submit an application for payment to the Engineer requesting the release of the project retainage with the Clear Lien & Privilege Certificate attached as evidence of authority for the Owner to pay the retainage.
- D. The Engineer shall review the application for payment of the project retainage and if in order shall transmit the application to the Owner for payment.
- E. In accordance with the General Conditions, the Owner shall release, the project retainage and make payment to the Contractor the legal sum of the retainage for which the Contractor is entitled.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 024100 – DEMOLITION

PART 1 – GENERAL

1.01 SUMMARY

- A. Furnish all labor, materials, tools, equipment, and services for Demolition, as indicated, in accordance with provisions of Contract Documents.
- B. Completely coordinate with work of other trades.
- C. Work includes:
 - 1. All work indicated on the Drawings, including but not limited to, the demolition of the treatment units, admin building, sludge drying beds, electrical services, and other yard piping and appurtenances as required by the contract documents.
 - 2. The Contractor shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
 - 3. The Contractor shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
 - 4. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.
 - 5. The Contractor shall comply with all Parish, state, federal and other codes which are applicable to the proposed construction work.

1.02 DEFINITIONS

- A. Demolish – Completely remove and legally dispose of off-site.
- B. Recycle – Recovery of demolition waste for subsequent processing in preparation for reuse.
- C. Salvage – Carefully detach from existing construction, in a manner to prevent damage, and deliver to the Owner ready for reuse. Include fasteners or brackets needed for reattachment elsewhere.
- D. Remove – Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- E. Remove and Salvage – Detach items from existing construction and deliver them to the Owner ready for reuse.
- F. Remove and Reinstall – Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- G. Existing to Remain – Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed, and salvaged, or removed and reinstalled

1.03 SUBMITTALS

- A. Demolition Plan – Contractor shall submit a plan for the required demolition activities for each

structure:

1. The plan shall discuss the sequence of operations, description of the methods, and equipment to be used for each operation, removal, temporary storage, and disposition of demolished materials. The Owner may require that the Contractor submit a detailed schedule of the work to be conducted.
 2. The plan shall discuss how the dewatering and sludge removal from the wastewater treatment tank will be performed, including how the sludge will be kept separate from the water.
 3. The plan shall discuss how the vegetative material and sewerage sludge are to be removed, segregated, and disposed, including permit information for the disposal sites.
 4. Contractor is required to coordinate with the Owner and compile a list of items to be removed and salvaged. Include list with demolition plan.
 5. Contractor is required to submit photograph(s) and/or video which shows the existing conditions of adjoining construction and site improvements, including finish surfaces, which might be misconstrued as damage caused by demolition operations.
 6. When applicable, Contractor is to submit a detail outlining special measures proposed to protect adjacent building(s) to remain.
- B. Miscellaneous Submittals – Contractor shall provide copies of receipts documenting the transportation and disposal of all demolished and removed material.

1.04 QUALITY ASSURANCE

- A. Contractor shall conduct work in accordance with OSHA, LDEQ, and EPA requirements and shall comply with governing LDEQ and EPA notification regulations prior to the start of demolition.
- B. Conduct work in accordance with ANSI A10.6 and NFPA 241, latest editions.
- C. Use only firms or individual trades qualified to perform work required under this section.
- D. All personnel performing work on the ammonia and chlorine facilities shall have current HAZWOPER (29 CFR 1910.120) training and certifications.

1.05 PROJECT CONDITIONS

- A. Preliminary investigations –
 1. Contractor shall perform investigations prior to demolition to detect hazards that may result from demolition activities.
 2. Conditions which would be apparent by such investigation will not be allowed as cause for claims for extra costs.
- B. Condition of existing structures to be demolished –
 1. The Owner assumes no responsibility for actual condition of structures to be demolished.
 2. Conditions existing at time of inspection for bidding purposes will be maintained by the Owner insofar as practicable.
 3. Contractor shall notify the Owner Project Representative, and/or Engineer of Record of discrepancies between existing conditions and the Plans prior to proceeding with demolition.
- C. Permits –
 1. Before start of work contractor shall obtain and pay for permits required by authorities having jurisdiction and notify interested utility companies.
- D. Approval of Local Authorities –

1. Contractor shall obtain approval of authorities having jurisdiction for work which affects existing means of ingress/egress to the project site as well as authorities which have environmental or municipal jurisdiction.
 2. Review with and obtain approval of authorities for temporary construction which affects such areas.
 3. Obtain approval of fire authorities, if necessary.
- E. Hazardous Materials and Toxic Wastes–
1. Contractor shall separate, store, and dispose of Hazardous Materials and Toxic Wastes in accordance with local, State and EPA regulations and additional criteria listed below:
 - a. Lead and Asbestos:
 - Owner hired an environmental firm to identify lead paint and asbestos at the site. Appendices 1 and 2 provides the results of those inspections.
 - b. Hazardous Materials:
 - Owner hired an environmental firm to identify hazardous materials at the site. Appendix 3 provides the results of that inspection.
- F. Special Requirements – Hazardous Chemical Storage Tank Demolition
1. General Regulatory Compliance
 - a. Demolition of ammonia and chlorine storage tanks and associated piping shall comply with all applicable federal, state, and local regulations, including OSHA 29 CFR 1910 and 1926, EPA hazardous waste regulations (40 CFR), RFRA, and DOT hazardous materials transportation requirements.
 - b. All work shall conform to applicable DEQ, EPA, and local environmental regulations governing the handling and disposal of hazardous materials.
 2. Abatement
 - a. All residual chemicals, contaminated soils, liners, coatings, and appurtenances shall be identified, removed, neutralized, and disposed of as hazardous waste by a licensed abatement subcontractor.
 3. Tank Drainage, Neutralization, and Purging
 - a. Contractor shall completely drain, neutralize, and purge ammonia and chlorine storage tanks and piping prior to demolition. Submit procedures for Engineer approval including neutralization agents, ventilation methods, monitoring protocols, and verification testing.
 - b. Residual liquids, sludges or gasses shall be removed and disposed of at a permitted hazardous waste treatment or disposal facility.
 4. Special Handling and Worker Safety
 - a. Provide a site-specific Health and Safety Plan (HASP) addressing demolition of hazardous chemical storage tanks. The HASP shall include confined space entry procedures, respiratory protection, chemical monitoring, and emergency response protocols.
 - b. Only trained and certified personnel shall handle ammonia or chlorine-contaminated components.
 5. Disposal and Documentation
 - a. All ammonia and chlorine tank materials, including liners, coatings, insulation, appurtenances, and contaminated soils, shall be classified and disposed of in accordance with hazardous waste regulations. Provide disposal manifests and certificates of disposal to the

Owner.

- b. Contractor shall maintain all records of hazardous waste characterization, transportation, and disposal for submission to the Owner at closeout.
- 6. Coordination with Authorities
 - a. Contractor shall coordinate with the local Fire Marshal, DEQ, and other regulatory authorities for permitting, notifications, and inspection prior to commencement of demolition.
 - b. Written confirmation of tank neutralization and hazardous material removal shall be provided to the Engineer before physical demolition begins.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 PREPARATION

- A. Contractor shall coordinate with the Owner and other indicated utility suppliers whose infrastructure services the site or structure(s) to be demolished.
 - 1. Arrange to shut off indicated utilities with utility suppliers. The Owner will arrange to shut off indicated utilities when requested by Contractor.
 - 2. Sanitary sewer flow shall be always maintained and uninterrupted by bypassing or other methods approved by the Owner or Engineer of Record.
 - 3. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, Contractor is to provide temporary utilities that bypass buildings and/or structures to be demolished and that maintain continuity of service to other buildings and/or structures.
 - 4. Subsequent to any necessary bypass being setup, pipe or conduit for existing services shall be cut a minimum of 24 inches below grade or cut off pipe or conduit in walls or partitions that are to remain. Cap, valve, or plug and seal remaining portion of pipe or conduit according to the requirements of the Owner and other authorities having jurisdiction.
- B. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged. Provide this information as a written list to the Owner's Representative or Engineer of Record.

3.02 POLLUTION CONTROLS

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations.
- B. Return adjacent areas to condition existing prior to start of work.

3.03 ITEMS TO BE SALVAGED FOR THE OWNER

- A. Remove salvage items at the appropriate stage of demolition, ensuring they are taken out early enough to prevent damage from ongoing demolition activities. Salvage items include the above-ground ductile iron pipe, as shown on the Drawings, and any items marked with green paint to be placed in the Parish's designated dumpster. The Contractor shall notify the Parish prior to removing any items marked with green paint.
- B. Remove salvage items as a unit:
 - 1. Clean, list, and tag for storage.
 - 2. Protect from damage.

3. Salvage each item with auxiliary or associated equipment required for operation.
- C. Historic items, relics, antiques, and similar object including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to the Owner that may be uncovered during demolition remain the property of the Owner.
- D. Carefully salvage in a manner to prevent damage and promptly return to the Owner.

3.04 ITEMS TO BE SALVAGED FOR CONTRACTOR

- A. Items of salvage value to Contractor may be removed from structure as work progresses. Contractor must receive written permission from the Owner for the items Contractor wishes to salvage.
- B. Transport salvaged items from site as they are removed in a timely manner. If items are not removed in a timely manner the Owner reserves the right to remove the salvaged items from the site.
- C. Storage or sale of removed items not permitted on site.

3.05 GENERAL DEMOLITION PROCEDURES

- A. Demolition of Entire Structures or Portions of Structures –
 1. Demolish and remove from site as indicated on the plans or as directed by the Owner Representative or the Engineer.
 2. Use such methods as required to complete work within limitations of governing regulations.
- B. Adherence to Demolition Plan–
 1. Start and complete work as established by approved demolition plan; operational procedures and sequence of work are optional provided Contract schedule is maintained.
- C. Protection of Property to Remain –
 1. Contractor is to coordinate with the Owner and other utility providers in order to maintain existing infrastructure that may be at risk of damage during demolition operations. Items of interest to the Owner may include, but are not limited to, buried piping, structures, and concrete slabs.
 2. Contractor is to perform demolition operations in a manner that protects the existing items of interest to the Owner or other parties. Existing concrete slabs and foundations designated to remain should remain intact. If the concrete slab or foundation designated to remain are broken or otherwise damaged such that the slab or portions thereof could present a trip hazard, the portion of the slab, or entire slab, shall be removed to remove the trip hazard or potential trip hazard at the discretion of the Engineer. Any damage to these items during demolition shall be the responsibility of the Contractor to repair or recover in a timely manner at no cost to the Owner.
 3. Conduct operations to prevent damage by falling debris or other cause to adjacent buildings, structures, and other facilities as well as persons.
 4. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement or collapse of structures.
- D. Contractor shall conduct operations to ensure minimum interference with roads, walks, entrances, exits, and other adjacent occupied facilities.
 1. Do not close or obstruct private drives, walks or other occupied or used facilities unless approved in writing.
 2. Do not close or obstruct public thoroughfares or walks unless approved by authorities having jurisdiction.
 3. Do not obstruct exits from existing facilities without approval of authorities having

jurisdiction.

4. Provide alternate routes around closed or obstructed traffic ways upon receiving prior approval from the authority having jurisdiction.
- E. Contractor shall maintain existing utilities that are indicated to remain.
 1. Keep in service and protect against damage during demolition.
 2. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by the Owner Project Manager.
 3. Provide temporary services during interruptions to existing utilities, as acceptable to the Owner and other utility supplier(s).
- F. Structural Demolition –
 1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 2. Maintain fire watch during and for at least 48 hours after flame cutting operations.
 3. Maintain adequate ventilation when using cutting torches.
 4. Proceed with demolition of structural framing members systematically from higher to lower level.
 5. Demolish concrete and masonry in small sections.
 6. Perform removal to avoid excessive loads on supporting walls, floors, or framing.

3.06 BACKFILL

- A. Backfill and uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.
- B. Completely fill below-grade areas and voids resulting from building or site demolition operations with satisfactory soil materials according to backfill requirements in Section 02200 -- Earthwork.
- C. Provide temporary dustproof partitions between demolition areas and occupied areas.
 1. In public areas use clean, painted, minimum ½ - inch (13 mm) thick, plywood.
 2. Where authorities having jurisdiction require, use fire rated construction.

3.07 POLLUTION CONTROLS

- A. Contractor is to utilize proper erosion and pollution control methods in order to maintain an orderly site found suitable to the Owner Project Manager. Erosion control measures shall be used to maintain sediment on site and minimize the risk of offsite transportation of sediment.

3.08 CLEAN-UP AND DISPOSAL OF DEMOLITION MATERIALS

- A. Contractor shall remove debris, rubbish, and materials resulting from demolition operations.
 1. Remove from site; legally dispose of off-site.
 2. Burning or burying demolition material on-site is prohibited. Any burning or burying shall be done in an approved manner at off-site locations only when appropriate permits and approvals have been obtained.
 3. Remove and transport demolished material in a manner that prevents spillage on roads and adjacent areas. Immediately report any spilled material.

4. Costs of disposal are the responsibility of the Contractor.
 5. Do not store or sell Contractor salvaged items or materials on site.
 6. Clean up other debris resulting from this work.
- B. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations.
- C. Return adjacent areas to a condition existing prior to start of work.

END OF SECTION

SECTION 310000 – EARTHWORK

PART 1 – GENERAL

The Contractor shall furnish all labor, materials, and equipment to perform all work for all site clearing, site excavation, grading and embankment, excavation and filling and backfilling for structures. Complete all as shown on the contract drawings and in accordance with these Specifications and completely coordinated with all other trades.

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Requirements and Supplementary Conditions applicable to this specification.
- B. Section 011000 – General Requirements.
- C. Section 329200 – Turf and Grasses

1.02 SUMMARY

- A. This section includes:
 - 1. Site clearing and grubbing.
 - 2. Stripping and stockpiling topsoil.
 - 3. Excavation and embankment placement.
 - 4. Preparing subgrades for pavements, walks, curb & gutter, and turfed areas.
- B. Construction and materials related to this section but specified in other sections:
 - 1. Erosion Control: See Section 312500

1.03 DEFINITIONS

For the purposes of this specification, the following definitions refer to earthwork as specified within this section and other sections of this manual.

- A. **Borrow:** Borrow excavation shall consist of approved select fill material imported from off- site.
- B. **Clearing:** Clearing shall consist in the felling, cutting up, and satisfactory disposal of trees and other vegetation designated for removal in accordance with these specifications.
- C. **Fill (in terms of volume):** In terms of volume, fill is defined as a compacted post-construction volume in-place.
- D. **Grubbing:** Grubbing shall consist of the removal of roots 1 ½ inch and larger, organic matter and debris, and stumps having a diameter of three inches or larger, to a depth of at least 18 inches below the surface and or subgrade; which ever is lower, and the disposal thereof.
- E. **Regular Excavation:** Removal and disposal of any and all material above subgrade elevation, except undercut excavation, located within the limits of construction.

- F. **Select Fill Material:** Nonplastic material obtained from roadway cuts, borrow areas, or commercial sources used as foundation for subbase, shoulder surfacing, fill, backfill, or other specific purposes.
- G. **Structures:** Incidental buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- H. **Subgrade:** Surface or elevation remaining after completing the excavation, or top surface of a fill or backfill immediately below subbase or topsoil materials, as applicable.
- I. **Topsoil:** Topsoil shall consist of friable clay loam, free from roots, stones, and other undesirable material and shall be capable of supporting a good growth of grass.
- J. **Undercut Excavation:** Undercut excavation shall consist of the removal and satisfactory disposal of all unsuitable material located below subgrade elevation. Where excavation to the finished grade section results in a subgrade or slopes of muck, peat, matted roots, etc., the Contractor shall remove such material below the grade shown on the plans or as directed; and areas so excavated shall be backfilled with approved select borrow as ordered by the Engineer.

1.04 SUBMITTALS

- A. Submit product data and a sample of separation fabric and fully document each with specific location or stationing information, date and other pertinent information.
- B. Product Data
Stabilization/Separation fabric
- C. Material Test Reports: Provide from a qualified testing agency test results and interpretation for compliance of the following requirements indicated:
 - 1. Classification according ASTM D2487 of each on-site or borrow soil proposed for backfill, unless otherwise directed by the Engineer.
 - 2. Laboratory compaction curve according to ASTM D698 for each on-site or borrow soil material proposed for fill or backfill.
 - 3. Laboratory compaction curve according to ASTM D1557 for each on-site borrow soil material proposed for fill and backfill.

1.05 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing as documented according to ASTM D 3740 and ASTM E 548.
- B. Comply with all codes, laws, ordinances, and regulations of governmental authorities having jurisdiction over this part of the work.

- C. Materials and operations shall comply with the latest revision of the Codes and Standards listed below:

American Society for Testing and Materials

ASTM C 33	Concrete Aggregates
ASTM C 136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates Sieve Analysis of Fine and Coarse Aggregate
ASTM D 422	Standard Test Method for Particle-Size Analysis of Soils (for classification purposes only)
ASTM D 698	Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft ³) (Standard Proctor)
ASTM D 1556	Standard Method of Test for Density of Soil in Place by the Sand-Cone Method
ASTM D 1557	Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³) (Modified Proctor)
ASTM D1883	Standard Test Method for CBR (California Bearing Ratio) of Laboratory-Compacted Soils
ASTM D 2049	Standard Method of Test for Relative Density of Cohesionless Soils
ASTM D2167	Standard Method of Test for Density of Soil in Place by the Rubber-Balloon Method
ASTM D 2487	Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2922	Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 4253	Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
ASTM D 4254	Test Method for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density
ASTM D 4318	Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils

American Association of State Highway & Transportation Officials

AASHTO T 99	The Moisture-Density Relations of Soils using a 5.5-pound hammer and a 12-inch drop
AASHTO T 180	The Moisture Density Relations of Soils using a 10-pound hammer and an 18-inch drop
AASHTO M 145	The Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes

1.06 PROJECT CONDITIONS

- A. Demolish and completely remove from the site existing utilities, structures or surface features indicated on the plans to be removed. Coordinate with applicable utility companies to shut off services if lines are active.
- B. Before crossing or entering into any jurisdictional wetlands, Contractor shall verify whether or not a wetlands permit has been obtained for the encroachment and whether special restrictions have been imposed. Care shall be taken to prevent draining or otherwise destroying non-permitted wetlands. Restore as stated on either the project drawings, the contract documents, and/or as noted in the permit.
- C. Geotechnical Investigation
 - 1. Where a Geotechnical report has been provided to the Contractor, the data on sub- surface soil conditions is not intended as a representation or warranty of the continuity of such conditions between borings or indicated sampling locations. It shall be expressly understood that the OWNER will not be responsible for any interpretations or conclusions drawn there from by the Contractor. Data is made available for the convenience of the Contractor.
 - 2. In addition to any report that may be made available to the Contractor, the Contractor is responsible for performing any other soil investigations he/they feel(s) is necessary for proper evaluation of the site for the purposes of planning and/or bidding the project, at no additional cost to the Owner.

PART 2 – PRODUCTS

2.01 SOIL MATERIALS

Provide borrow material when sufficient satisfactory soil material is not available from excavations.

A. MATERIAL CLASSIFICATION

- 1. Excavation: All excavation material shall be classified as either Regular, or Undercut Excavation.
- 2. Off-site Borrow: Off-site borrow shall be select fill material approved by the Engineer from an off-site borrow source. See paragraph 1.3 of this specification for the definition of select fill material.
- 3. Stone Bedding: See the Louisiana Department of Transportation and Development, *Louisiana Standard Specifications for Roads and Bridges, 2016 Edition*.
- 4. Topsoil: Topsoil meeting the definition prescribed in paragraph 1.3 obtained either from on-site or an off-site source.

B. SOIL CLASSIFICATION

- 1. **Satisfactory Soils:** Non-plastic soils as defined by ASTM D 2487 soil classification group (Unified Classification System) (such as SW, SM, and SC); free of rock or gravel larger than 3 inches in any dimension, debris, organic matter, waste, frozen materials, muck, roots, vegetation, and other deleterious matter.

2. **Unsatisfactory Soils:** Plastic soils as defined by ASTM D 2487 soil classification group (such as ML, CL CH, MH, OH, OL and PT); soils which contain rock or gravel larger than 3 inches in any dimension, debris, organic matter, waste frozen materials, vegetation, and other deleterious matter. Unsatisfactory soils also include satisfactory soils not maintained within 20- percent of optimum moisture content at time of compaction, unless otherwise approved by either the Engineer or a Geotechnical Engineer.

2.02 MISCELLANEOUS

Geotextile Fabric: See the Louisiana Department of Transportation and Development, *Louisiana Standard Specifications for Roads and Bridges, 2016 Edition*.

PART 3 – EXECUTION

3.01 GENERAL

A. GENERAL REQUIREMENTS APPLYING TO ALL AREAS

1. Contractor shall plan construction to minimize disturbance to properties adjacent to the project site and be within the construction limits shown on the plans.
2. Any grading or excavation required for equipment travel during the course of construction as well as erosion control, access or haul road installation and removal, restoration, seeding and ground cover shall be provided by the Contractor.
3. The Contractor shall be responsible for damage to areas or items designated by the Engineer to be protected. Repairs to, replacement of, or reparations for areas or items damaged shall be made at the Contractor's expense and to the satisfaction of the Engineer before acceptance of the completed project.
4. Contractor shall obtain written permission from property owners for use of any access other than ones located within rights-of-way. Written permission shall contain conditions for use and restoration agreements between property owner and Contractor. No additional compensation will be made for such access.
5. All areas disturbed shall be restored to a condition equal to or better than their original condition and shall be graded to drain.

B. PROTECTION OF EXISTING UTILITIES

1. Contractor is responsible for protection of existing utilities.
2. Should it become necessary to move the position of any underground structure, the Contractor may be required to do such work and shall be paid on a force account basis or on an extra work basis. Method of payment shall be agreed upon by the Engineer and the Contractor prior to commencing work.
3. If existing utilities are found to interfere with the permanent facilities being constructed under this section, immediately notify the Engineer and secure instructions. Do not proceed with permanent relocation of utilities until instructions are received from the Engineer.

END OF SECTION

SECTION 310513 – RELOCATION OF INFRASTRUCTURE ITEMS

PART 1 GENERAL

1.01 RELOCATION WORK PERFORMED BY THE CONTRACTOR

- A. The cost for relocating, repairing, replacing or removing any of the Owner's unforeseen or privately owned utilities or structures; such as, but not limited to, water, sewer, gas, subsurface drainage systems, etc. which are in conflict with the items to be installed under this Contract, shall be paid under item "Relocation of Infrastructure Items" included in the Bid Form and shall include all labor, equipment, materials, and incidentals necessary for proper performance of this work. Such work shall be paid for only when the work is deemed necessary by Engineer or Owner for performance of this contract.
- B. The work outlined herein includes only such items associated with the relocation, repair, replacement, or removal of utilities, such as utility lines and/or piping, systems, and/or structures that were unforeseen. This work does not include relocation, repair, replacement, or removal of any utilities, structures, or items that are already clearly designated on the Drawings.
- C. Costs for necessary relocation, repairs, or removal are to be paid for by the Owner under the "Relocation of Infrastructure Items" payment item. The submittal document detailing costs shall be prepared as is described for "Changes in the Work" and "Change of Contract Price" in the General Conditions and submitted to the Engineer for review and approval prior to beginning work.
- D. All utilities owned by the Owner requiring relocation due to conflicts shall be performed by the Contractor, and payment for the work will be made under item for "Relocation of Infrastructure Items".
- E. Relocation, repair, or removal of any items for the Contractor's convenience will be at no additional cost to the Owner.

1.02 RELOCATION WORK PERFORMED BY UTILITY COMPANIES

- A. The cost of removal, replacement, or relocation of any other utilities, such as power company facilities, telephone company cables, and gas lines, within publicly owned right-of-way (R/W) shall be borne by the respective companies provided the work is required for proper performance of this contract and approved by the Engineer or Owner prior to scheduling of the relocation work by the utility company.
- B. When any of these utilities are outside the R/W and removal, repair, replacement and relocation has been approved by the Engineer or Owner, the Contractor shall inform the respective utility company for performing the work. The cost of such work shall

be reimbursed to the utility company, when applicable, by the Contractor. Payment for which will be made to the Contractor under item “Relocation of Infrastructure Items”, subject to approval by the Engineer prior to the relocation work being performed.

- C. The relocation work performed by a utility company shall be considered as subcontractor work and Contractor shall be allowed a five percent fee as defined in the General Conditions for “Change of Contract Price”.
- 1.03 Utilities not properly located in accordance with the State of Louisiana’s utility location law and subsequently broken or disturbed by the Contractor shall not be considered under this item for reimbursement. In such a case, it shall be the Contractor’s responsibility to remedy the claim with the proper utility company at no additional cost to the Owner or the Engineer.
- 1.04 The directed bid cost for this work that is included in the Bid Form is a projected budget cost and the Contractor is not guaranteed payment of the full allowance under this item of Work. Upon completion of construction, any portion of this item’s projected cost that was not authorized for utilization by the Engineer or Owner shall be deducted from the total contract price.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 312323 - FLOWABLE FILL

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Flowable fill for:
 - a. Existing underground pipes
 - b. Manholes, junction boxes, vaults, wet wells, and similar structures
 - c. Voids, cavities, or inaccessible excavations

1.02 REFERENCE STANDARDS

- A. ASTM C33 - Standard Specification for Concrete Aggregates.
- B. ASTM C39 – Standard Specification for Concrete Compressive Strength.
- C. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
- D. ASTM C150 - Standard Specification for Portland Cement.
- E. ASTM D6024 – Standard Specification for Flowable Fill Workability
- F. ACI 229R - Standard Specification for Controlled Low Strength Materials

1.03 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Requirements for submittals.
- B. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- C. Field Quality-Control Submittals:
 - 1. Mix Design:
 - a. Furnish flowable fill mix design for each specified strength.
 - b. Identify design mix ingredients, proportions, properties, admixtures, and tests.
 - 2. Furnish test results to certify flowable fill mix design properties meet or exceed specified requirements.
- D. Delivery Tickets:
 - 1. Furnish duplicate delivery tickets indicating actual materials delivered to Project Site.
- E. Qualifications Statements:
 - 1. Submit qualifications for supplier.

1.04 FIELD MEASUREMENTS

- A. Verify field measurements before installing flowable fill to establish quantities required to complete the Work.

PART 2 - PRODUCTS

2.01 FLOWABLE FILL

- A. Furnish materials according to ACI 229R – Controlled Low-Strength Materials (CLSM) and ASTM standards listed herein.
- B. Flowable Fill: Excavatable type and non-excavatable type as indicated on the Drawings or as approved by the Engineer.

2.02 MATERIALS

- A. Portland Cement: ASTM C150 Type I – Normal manufactured by any ASTM C150-certified supplier.
- B. Fine Aggregates: ASTM C33 natural sand meeting local pit-run gradation schedule suitable for CLSM per ACI 229R
- C. Water: Clean, potable, and not detrimental to concrete.

2.03 MIXES

- A. Mix and deliver flowable fill according to ASTM C94/C94M, Option C.
- B. Flowable Fill Design Mix:
 - 1. Cement Content:
 - a. Excavatable: 75 to 100 lb/cu yd.
 - b. Non-Excavatable: 100 to 150 lb/cu yd.
 - 2. Fly Ash Content:
 - a. Excavatable: None.
 - b. Non-Excavatable: 150-600 pcf.
 - 3. Water Content:
 - a. Excavatable: As required for self-leveling consistency.
 - b. Non-Excavatable: As required for self-leveling consistency.
 - 4. Air Entrainment:
 - a. Excavatable: 5 to 35 percent.
 - b. Non-Excavatable: 5 to 15 percent.
 - 5. 28-Day Compressive Strength:
 - a. Excavatable: Maximum 100 psi.
 - b. Non-Excavatable: Minimum 125 psi.
 - 6. Unit Mass (Wet):
 - a. Excavatable: 80 to 110 pcf.
 - b. Non-Excavatable: 100 to 125 pcf.
 - 7. Temperature, Minimum, at Point of Delivery:
 - a. Excavatable: 50 degrees F.
 - b. Non-Excavatable: 50 degrees F.

- C. Provide water content in design mix to produce self-leveling, flowable fill material at time of placement.
- D. Design mix air entrainment and unit mass are for laboratory design mix and source quality control only, not for field acceptance.

2.04 SOURCE QUALITY CONTROL

- A. Section 014500 - Quality Control: Testing, inspection and analysis requirements apply.
- B. Test and analyze properties of flowable fill design mix and certify results for the following:
 - 1. Design mix proportions by weight of each material.
 - 2. Aggregate: ASTM C33 for material properties and gradation.
 - 3. Properties of plastic flowable fill design mix including:
 - a. Temperature
 - b. Slump/flow (ASTM D6024 recommended)
 - c. Air entrainment
 - d. Wet unit mass
 - e. Yield
 - f. Cement factor
 - 4. Properties of hardened flowable fill design mix including:
 - a. Compressive strength at 1 day, 7 days, and 28 days. Report compressive strength of each specimen and average specimen compressive strength.
 - b. Unit mass for each specimen and average specimen unit mass at time of compressive strength testing.
- C. Prepare delivery tickets containing the following information:
 - 1. Project designation.
 - 2. Date.
 - 3. Time.
 - 4. Class and quantity of flowable fill.
 - 5. Actual batch proportions.
 - 6. Free moisture content of aggregate.
 - 7. Quantity of water withheld.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify excavation is dry and dewatering system, if necessary, is operating.

- 3.02 PREPARATION
- A. Support and restrain utilities to prevent movement and flotation during installation of flowable fill.
 - B. Protect structures and utilities from damage caused by hydraulic pressure of flowable fill before fill hardens.
 - C. Protect utilities to prevent intrusion of flowable fill.
- 3.03 INSTALLATION - FILL, BEDDING, AND BACKFILL
- A. Place flowable fill by chute, pumping or other methods approved by Engineer.
 - 1. When required, place flowable fill under water using tremie procedure.
 - 2. Do not place flowable fill through flowing water.
 - B. Place flowable fill in lifts to prevent lateral pressures from exceeding structural capacity of structures and utilities.
- 3.04 INSTALLATION - FILLING ABANDONED UTILITIES
- A. Verify pipes and conduits are not clogged and are sufficiently empty to permit gravity installation of flowable fill for entire length indicated to be filled.
 - B. Seal lower end of pipes and conduits by method to contain flowable fill and to vent trapped air caused by filling operations.
 - C. Place flowable fill using method to ensure there are no voids.
 - 1. Fill pipes and conduits from high end.
 - 2. Fill manholes, tanks, and other structures from grade level access points.
 - D. After filling pipes and conduits seal both ends.
- 3.05 CLEANING
- A. Remove spilled and excess flowable fill from Project Site.
 - B. Restore facilities and Site areas damaged or contaminated by flowable fill installation to existing condition before installation.

END OF SECTION 312323

SECTION 312500 –EROSION AND SEDIMENTATION CONTROLS

PART 1 – GENERAL

1.01 SUMMARY

- A. This section describes specific requirements for installation and maintenance of temporary measures to detain, filter, or cause settlement of sediment from runoff, as well as measures used to temporarily direct or divert runoff onsite or at the site perimeter.

1.02 REFERENCE STANDARDS

- A. Louisiana Department of Transportation and Development (LaDOTD) – Standard Specifications for Roads and Bridges, 2016 Edition or latest.
- B. ASTM
 - 1. D3786 – Test Method for Hydraulic Bursting Strength of Textile Fabrics – Diaphragm Bursting Strength Tester Method
 - 2. D4355 - Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc Type Apparatus

1.03 RELATED SECTIONS

- A. Section 310000 – Earthwork

1.04 SUBMITTALS

- A. Temporary Erosion Control Plan for use during construction activities.
- B. Permanent Erosion Control Plan for site restoration after construction activities.
- C. Storm Water Pollution Prevention Plan (SWPPP) for construction sites greater than one acre.
- D. LPDES Notice of Intent (NOI) to Discharge Storm Water associated with construction activity greater than 5 acres.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Silt Fencing: Silt fencing shall be wire-supported or self-supported systems. Post may be wooden or steel. Other silt fencing systems may be used when approved. Fabrics shall conform to LaDOTD Specifications, Section 1018 and 1019.
- B. Biodegradable wattles (rolls): Class A: Rice or wheat straw fibers. Fiber material shall be certified as weed free in accordance with state standards. Fibers shall have an average length greater than 3 inches. Type A wattles shall have a durability in the field of no less than 3 months. Containment netting shall be jute or light-weight plastic. Wood or steel posts of sufficient strength to withstand installation and weather shall be used for anchoring.

PART 3 – EXECUTION

3.01 GENERAL

- A. Conform to LaDOTD Specification Sections (204) referenced within this Specification Section and as modified herein:
 - 1. Where not specifically stated, use Best Management Practices (BMPs) at a minimum.
 - 2. Only disturb or grade areas necessary for construction.

3.02 MAINTENANCE OF EROSION CONTROL

- A. Weekly inspection of sediment and erosion control devices and documentation of their condition.
- B. Sediment and erosion control devices shall also be inspected within 24 hours following any rainfall event greater than 0.5 inches of rain per 24-hour period. Any devices which are not functioning adequately shall be immediately reported to the Engineer and repaired.
- C. A copy of the approved Temporary Erosion Control Plan and permit for the site, (if required) log of control device inspections, and log of rainfall events and amounts shall be always kept in an accessible location on-site during the construction.

3.03 SILT FENCE

- A. Conform to LaDOTD Specification Section 204 except as modified herein.
- B. Bury bottom of silt fence a minimum of 6 inches, in a “J” configuration. The trench on the upstream side shall be filled with soil and compacted.
- C. Posts shall be 4 feet apart and driven to a minimum of 20 inches into the ground. Depth shall be increased to 24 inches if on a slope 3:1 or greater.
- D. Attach filter fabric to posts with staples, wire, nails, or in accordance with manufacturer’s specifications.
- E. Silt fences should be continuous and transverse to flow and shall be placed so water cannot flow around the edge.

3.04 BIODEGRADABLE WAFFLES (ROLLS)

- A. Each roll shall be overlapped by 1 foot minimum and tied tightly together. Fiber rolls shall be trenched and staked according to the manufacturer’s recommendations and as shown in the City of Minot Standard Details.
- B. Wooden stakes at least 1 inch in diameter shall be used to secure fiber rolls, angled such that the force of water would rotate the stakes vertically. Secure stakes a minimum of 1 foot into the ground.

END OF SECTION

SECTION 32 92 00 - TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Seeding.
- B. Related Requirements:
 - 1. Section 310000 – Earthwork

1.3 INFORMATIONAL SUBMITTALS

- A. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
 - 1. Certification of each seed mixture for turfgrass sod. Include identification of source and name and telephone number of supplier.
- B. Product Certificates: For fertilizers, from manufacturer.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.

1.5 FIELD CONDITIONS

- A. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species:
 - 1. Quality: State-certified seed of grass species as listed below for solar exposure.
 - 2. Full Sun: Bermudagrass (*Cynodon dactylon*).
 - 3. Full Sun: Kentucky bluegrass (*Poa pratensis*), a minimum of three cultivars.
 - 4. Shade: Proportioned by weight as follows:
 - a. 50 percent Kentucky bluegrass (*Poa pratensis*).
 - b. 30 percent chewings red fescue (*Festuca rubra* variety).
 - c. 10 percent perennial ryegrass (*Lolium perenne*).
 - d. 10 percent redtop (*Agrostis alba*).
 - 5. Shade: Proportioned by weight as follows:
 - a. 50 percent chewings red fescue (*Festuca rubra* variety).
 - b. 35 percent rough bluegrass (*Poa trivialis*).
 - c. 15 percent redtop (*Agrostis alba*).
- C. Grass-Seed Mix: Proprietary seed mixes shall be reviewed and approved by the Engineer prior to use.

2.2 FERTILIZERS

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.
- B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 - 2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 - 3. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Engineer and replace with new planting soil.

3.2 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph.
 - 1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 - 2. Do not use wet seed or seed that is moldy or otherwise damaged.
 - 3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate of 3 to 4 lb/1000 sq. ft..
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes exceeding 1:4 with erosion-control blankets and 1:6 with erosion-control fiber mesh installed and stapled according to manufacturer's written instructions.
- E. Protect seeded areas with erosion-control mats where indicated on Drawings; install and anchor according to manufacturer's written instructions.
- F. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.
 - 1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.
 - 2. Bond straw mulch by spraying with asphalt emulsion at a rate of 10 to 13 gal./1000 sq. ft.. Take precautions to prevent damage or staining of structures or other plantings adjacent to mulched areas. Immediately clean damaged or stained areas.

- G. Protect seeded areas from hot, dry weather or drying winds by applying compost mulch within 24 hours after completing seeding operations. Soak areas, scatter mulch uniformly to a thickness of 3/16 inch, and roll surface smooth.

END OF SECTION



August 5, 2025
Sent via Email: jtheriot@deii.net
Leaaf #: SJB-056

Reed Alexander
St. John the Baptist Parish
1811 West Airline Highway
LaPlace, LA 70068

**RE: Lead-Based Paint Survey Report
Woodland Drive Wastewater Plant
Woodland Dr, Laplace, LA 70068**

Dear Mr. Alexander:

The following letter report summarizes the findings of the Lead-Based Paint (LBP) Survey completed by Leaaf Environmental, LLC (Leaaf). The survey was conducted to determine if lead in paint above the regulatory limit is present at the Woodland Drive Wastewater Plant located at Woodland Dr, Laplace, LA 70068. Refer to Appendix A for an illustration of the location of the property.

Survey

The LBP survey was completed on July 31, 2025, by Louisiana Department of Environmental Quality (LDEQ) certified Lead Inspector Gary Brooks (CERT # NI102434) of Leaaf. A total of one-hundred eighty-two (182) tests were taken from the interior and exterior of the building via a portable X-ray Fluorescence Spectroscope (XRF) Viken Detection XRF Lead Paint Analyzer (model # Pb200i XRF, serial # 1419). The testing was completed in the manner detailed in Appendix B – Attachment 1. Six (6) of the samples were pre-calibration and post-calibration readings. The remaining one hundred seventy-six (176) tests were of the various components identified to contain paint. Refer to Appendix B – Attachment 2 for detailed descriptions and results of the areas tested. As the XRF device used does not generate inconclusive test results, no bulk paint samples were collected; therefore, a laboratory was not utilized.

Findings

LBP above the regulatory limit of 1.0 milligrams per centimeter squared (mg/cm^2) as defined by Louisiana Administrative Code (LAC) Title 33, Part III, Chapter 28 (LAC 33: III, Chapter 28) was not found to be present on the property. The survey did identify lead in paint at concentrations less than $1.0 \text{ mg}/\text{cm}^2$. Although the paint is not considered regulated LBP, the potential presence of lead if disturbed may create a lead dust hazard or exposure issue for workers and occupants. Appropriate precautions should be taken when disturbing the painted surfaces.

Conclusions

LBP above the regulatory limit of $1.0 \text{ mg}/\text{cm}^2$ as defined by LAC 33: III, Chapter 28 was not found to be present at the Woodland Drive Wastewater Plant property in the building materials tested.

Non-regulated lead in paint at concentrations less than $1.0 \text{ mg}/\text{cm}^2$ was also identified in some building materials tested. Any contractor disturbing the painted surfaces will be subject to 29 CRF 1910 and/or 1926 – U.S. Occupational Health Safety and Health Administration (OSHA) Lead Regulations and the appropriate worker protection is required. Additionally, any paint or painted components will need to be properly disposed of in accordance with LAC 33: Part V

1	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Avenue Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715

(Hazardous Waste) and/or Part VII (Solid Waste). There may also be additional local codes, ordinances and or laws that require specialized work practices and/or notifications.

Please note that this survey was intended to determine if lead was present at or above the regulatory limit in accordance with LAC 33: III, Chapter 28 and/or U.S. EPA guidelines and is not a risk assessment, an abatement design, or a replacement thereto.

If there are any questions or additional information is needed, please contact me at (504) 342-2687.

Sincerely,
Leaaf Environmental, LLC



Suzanne Sicotte
Environmental Scientist



Gary Brooks
LDEQ Certified Lead Inspector

Attachment (support documents)

Appendices

Appendix A – Property Location Map

Appendix B – Lead Sampling Support Documentation

Attachment 1 – Sampling & Analysis Method

Attachment 2 – XRF Field Documentation

Appendix C – Source of Information

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Avenue Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715

Appendix A

Property Location Map

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Avenue Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715



 Leaaf Environmental, LLC www.leaaf.com	Source:	Property:	Drawing Name:
	Google Earth, 2025	Woodland Drive Wastewater Plant Woodland Dr, Laplace, LA 70068	Property Location Map

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Avenue Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715

Appendix B

Lead Sampling Support Documentation

Attachment 1 – Sampling & Analysis Method

Attachment 2 – XRF Field Documentation

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Avenue Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715

Attachment 1

Sampling & Analysis Method

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Avenue Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715

REGULATORY AUTHORITY: U.S. Environmental Protection Agency (EPA)

The Residential Lead-Based Paint Hazard Reduction Act (Title X) was developed to provide a comprehensive federal strategy for reducing lead paint hazard exposure and provided the authority for the following regulations by amending the Toxic Substances Control Act (TSCA) to include Title IV (Lead Exposure Reduction).

- 40 CFR PART 745 — Lead-Based Paint Poisoning Prevention in Certain Residential Structures: Established how to identify lead-based paint hazards and set the standards for lead-based paint hazards as they apply to target housing and child-occupied facilities.
 - *Lead-based paint* means paint or other surface coatings that contain lead equal to or more than 1.0 milligrams per square centimeter or more than 0.5 percent by weight.
 - *Target housing* means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any one or more children age 6 years or under resides or is expected to reside in such housing for the elderly or persons with disabilities) or any 0-bedroom dwelling.
 - *Child-occupied facility* means a building, or portion of a building, constructed prior to 1978, visited regularly by the same child, 6 years of age or under, on at least two different days within any week (Sunday through Saturday period), provided that each day's visit lasts at least 3 hours, and the combined weekly visit lasts at least 6 hours, and the combined annual visits last at least 60 hours. Child-occupied facilities may include, but are not limited to, day-care centers, preschools and kindergarten classrooms.
- 40 CFR PART 745 — Review of the Dust-Lead Hazard Standards and the Definition of Lead-Based Paint: Updated the standards for lead-based paint hazards as they apply to target housing and child-occupied facilities.
 - Revises the dust-lead hazard standards (DLHS) from 40 µg/ft² and 250 µg/ft² to 10 µg/ft² and 100 µg/ft² on floors and windowsills.
- National Lead Laboratory Accreditation Program (405(b)): Establishes protocols, criteria, and minimum performance standards for laboratory analysis of lead in paint, dust, and soil.
- Hazard Standards for Lead in Paint, Dust, and Soil (403): Establishes standards for lead-based paint hazards and lead dust cleanup levels in most pre-1978 housing and child-occupied facilities.
- Training & Certification Program for Lead-Based Paint Activities (402/404): Ensures that individuals conducting lead-based paint abatement, risk assessment, or inspection are properly trained and certified, that training programs are accredited, and that these activities are conducted according to reliable, effective and safe work practice standards.

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Avenue Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715

REGULATORY AUTHORITY: U.S Department of Housing and Urban Development (HUD)

The Residential Lead-Based Paint Hazard Reduction Act (Title X) was developed to provide a comprehensive federal strategy for reducing lead paint hazard exposure and provided the authority for the following regulations by amending the Toxic Substances Control Act (TSCA) to include Title IV (Lead Exposure Reduction). Section 1017 required that HUD issue “guidelines for the conduct of federally supported work involving risk assessments, inspections, interim controls and abatement of lead-based paint hazards”. In 1995 HUD developed the “Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing”. Then in 1997 and again in 2012 the Guideline was amended. This Guideline is considered the industry standard for the completion of inspections associated with Lead in paint, soil and dust.

REGULATORY AUTHORITY: The Occupational Health and Safety Administration (OSHA)

OSHA regulates lead in paint in accordance with Code of Federal Regulations (CFR) Title 29 Labor, Part 1910 Occupation Safety and Health Standard, Subpart Z Toxic and Hazardous Substances, Section 1025 Lead (29 CFR 1910.1025) and Part 1926 Safety and Health Regulations for Construction, Subpart D Occupational Health and Environmental Controls, Section 62 Lead (29 CFR 1926.62). The regulations protect the worker from elevated levels of lead dust.

- The employer shall assure that no employee is exposed to lead at concentrations greater than fifty micrograms per cubic meter of air ($50 \mu\text{g}/\text{m}^3$) averaged over an 8-hour period.

REGULATORY AUTHORITY: Louisiana Department of Environmental Quality (LDEQ)

The LDEQ regulates lead-based paint in accordance with Louisiana Administrative Code (LAC), Title 33 – Environmental, Part III – Air Quality, Chapter 28 - Lead-Based Paint Activities - Recognition, Accreditation, Licensure, and Standards for Conducting Lead-Based Paint Activities. LDEQ has established definitions and criteria for lead-based paint. A few of these have been provided as follows:

- Lead-based paint is present on any surface that is tested and found to contain lead equal to or more than 1.0 milligrams per square centimeter or equal to or more than 0.5 percent by weight, and on any surface like a surface tested in the same room equivalent that has a similar painting history and that is found to be lead-based paint. (LAC 33: III.2811.A.3.a)
- As required by the U.S. Nuclear Regulatory Commission and the Louisiana Department of Environmental Quality – Radiation Protection Division (LAC 33: XV), all Leaaf personnel handling the XRF will have basic Radiation Safety Training and equipment specific training.

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XRF GENERAL PROCEDURES:

To determine the presence or absence of Lead-Based Paint within the areas of concern as identified by the Client or the site representative, Leaaf used a portable X-Ray Fluorescence Spectroscope (XRF). Prior to sampling a calibration check of the XRF is performed. As a testing location is identified, location specific information is entered into the XRF and then the areas of concerns are tested using the XRF. Upon return to the office, the data stored within the XRF is downloaded using the manufacturer's supplied computer program. The report is then developed based on the information obtained at the time of the survey.

Equipment:

Leaaf's portable XRF is a Viken Detection (formerly Heuresis) Pb200i Handheld XRF Lead Paint Analyzer (serial # 1419). The Pb200i XRF Lead Paint Analyzer utilizes radioisotope source Co-57.

Calibration:

Before leaving the factory, the manufacturer calibrates the XRF. To further assure the best Quality Assurance/Quality Control, the XRF performs a self-calibration every time the device is turned on. Once the device completes the self-calibration, the environmental professional conducts a pre-testing calibration check using the manufacturer supplied NIST Standard Reference Material (001233). This calibration step consists of a series of three checks with lead standard strips that has a lead concentration of approximately 1.0 mg/cm². Additional calibration checks are made at the completion of the testing for the day or every four hours, whichever comes first. These tests are noted on the database printout.

Sampling Time:

Sampling times are contingent upon the area being sampled and the internal calculations needed to meet the predetermined accuracy as identified by the device manufacturer's performance characteristic sheet. If the device is removed prior to obtaining a reading, the device will notify the environmental professional that a "Null" reading has occurred.

Field Documentation:

Leaaf utilizes the built-in program on the XRF to document project specific information pertaining to the area being tested. This information includes, but is not limited to, reading number, component (i.e. door window, wall, etc.), substrate (wood, wallboard, brick, etc.), color and room.

To document which side of a room that is being sampled, the environmental professional will enter a side designation as follows:

- | | |
|--------|--|
| Side A | The wall facing the front main entrance to the room. |
| Side B | The next wall moving from Side A in a clockwise direction. |
| Side C | The next wall moving from Side B in a clockwise direction. |
| Side D | The next wall moving from Side C in a clockwise direction. |

Leaaf will typically develop an approximate scale site field drawing or will use an aerial photograph of the site to illustrate the names of the rooms. Any developed drawing is meant to assist Leaaf personnel and is not to be considered a legal survey of the property.

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Laboratory Analysis:

Due to the performance characteristics of the XRF devices used, there are no inconclusive tests; therefore, paint chip samples were not collected.

Interpretation of Data:

To develop the opinion and conclusions presented in Leaaf's report, the environmental professional evaluates all the data collected during the course of the Survey. This data is then compared to the regulatory standards as identified in Regulatory Authority section above to determine if the site has lead greater than the regulatory limits. Conclusions are developed based on this comparison.

LIMITATION OF THE SAMPLING AND ANALYSIS METHOD:

The survey performed by Leaaf was a "snapshot" of the lead concentration at the point tested. The testing method utilized by this survey is used to provide a general makeup of the surfaces sampled and/or tested. The surfaces are visually scanned, and a representative location is chosen. Renovation may have occurred in the past that had removed, replaced or covered up lead affected surfaces. The user should review the sampling and testing locations and identify any areas that this may have occurred and contact Leaaf as this may change the conclusion developed by Leaaf.

This survey was intended to determine if lead was present at or above the regulatory limit. It is not a risk assessment or an abatement design; therefore, should lead be identified above the regulatory limits additional consulting will be required. This survey was not intended to determine any medical conditions; therefore, if an occupant is experiencing health related complaints or is suspected of being exposed to lead-based paint or dust then an environmental health physician should be consulted.

This report was developed and incorporates information that was obtainable within a reasonable time, cost and direction by the Client and/or Client's representative. Leaaf makes no warranties as to the conclusions or opinions made by others based on the information presented in this report. This report is provided to the Client only and is intended to assist the Client in making an informed decision about the property. Leaaf's opinions are based on the site conditions at the time of the survey and information provided to Leaaf at the time of the survey. As lead-based paint is affected by environmental and site conditions, there is the possibility that changing conditions could drastically affect the levels detected.

This report should not be altered or copied without Leaaf's written permission.

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Attachment 2

XRF Field Documentation

Attachment	Leaaf Environmental, LLC	www.leaaf.com
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Company Viken Detection
Model Pb200i
Type XRF Lead Paint Analyzer
Serial Num. 1419
App Version Pb200i-5.3.1

Reading #	Concentration	Units	Result	Date	Time	Side	Component	Substrate	Color	Rooms	Level	Building
1	0.9	mg/cm2	Negative	7/31/2025	10:40:20	Cal 1.0						
2	1	mg/cm2	Positive	7/31/2025	10:40:34	Cal 1.0						
3	1	mg/cm2	Positive	7/31/2025	10:40:47	Cal 1.0						
4	0	mg/cm2	Negative	7/31/2025	10:43:31	A	Wall	Cinderblock	Beige	Exterior	1	office
5	0.1	mg/cm2	Negative	7/31/2025	10:44:02	A	Door	Metal	Brown	Exterior	1	office
6	0	mg/cm2	Negative	7/31/2025	10:44:27	A	Garage Door	Metal	Brown	Exterior	1	office
7	0	mg/cm2	Negative	7/31/2025	10:44:47	A	Door Frame	Metal	Brown	Exterior	1	office
8	0	mg/cm2	Negative	7/31/2025	10:45:29	A	Brace	Metal	Blue	Exterior	1	office
9	0	mg/cm2	Negative	7/31/2025	10:46:31	B	Wall	Cinderblock	Beige	Exterior	1	office
10	0.1	mg/cm2	Negative	7/31/2025	10:47:05	B	Elec Panel	Metal	Gray	Exterior	1	office
11	0.2	mg/cm2	Negative	7/31/2025	10:47:23	B	Elec Conduit	Metal	Gray	Exterior	1	office
12	0	mg/cm2	Negative	7/31/2025	10:49:56	C	Wall	Cinderblock	Beige	Exterior	1	office
13	0	mg/cm2	Negative	7/31/2025	10:50:30	C	Pipe	Metal	Red	Exterior	1	office
14	0	mg/cm2	Negative	7/31/2025	10:50:59	C	Post	Metal	Gray	Exterior	1	office
15	0.1	mg/cm2	Negative	7/31/2025	10:51:26	C	Stair Riser	Metal	Gray	Exterior	1	office
16	0	mg/cm2	Negative	7/31/2025	10:51:40	C	Stair Handrail	Metal	Gray	Exterior	1	office
17	0	mg/cm2	Negative	7/31/2025	10:52:04	C	Stair Riser	Metal	Gray	Exterior	1	office
18	0.2	mg/cm2	Negative	7/31/2025	10:52:40	C	Door	Metal	Brown	Exterior	1	office
19	0.6	mg/cm2	Negative	7/31/2025	10:52:52	C	Door Frame	Metal	Brown	Exterior	1	office
20	0	mg/cm2	Negative	7/31/2025	10:53:26	C	Handrail	Metal	Yellow	Exterior	1	office
21	0	mg/cm2	Negative	7/31/2025	10:54:30	C	Wall	Cinderblock	Gray	Exterior	1	office
22	0	mg/cm2	Negative	7/31/2025	10:54:55	C	Wall	Wood	Gray	Exterior	1	office
23	0	mg/cm2	Negative	7/31/2025	10:56:45	C	Ceiling	Wood	Gray	Exterior	1	office
24	0	mg/cm2	Negative	7/31/2025	10:58:32	C	Wench	Metal	Yellow	Exterior	1	office
25	0	mg/cm2	Negative	7/31/2025	10:59:01	C	Beam - I	Metal	Gray	Exterior	1	office
26	0	mg/cm2	Negative	7/31/2025	10:59:50	C	Brace	Metal	Lt Green	Exterior	1	office
27	0	mg/cm2	Negative	7/31/2025	11:00:21	C	Tank	Metal	Silver	Exterior	1	office
28	0	mg/cm2	Negative	7/31/2025	11:00:52	C	Elec Conduit	Metal	Gray	Exterior	1	office
29	0.4	mg/cm2	Negative	7/31/2025	11:01:58	D	Wall	Cinderblock	Beige	Exterior	1	office
30	0	mg/cm2	Negative	7/31/2025	11:02:20	D	Garage Door	Metal	Brown	Exterior	1	office
31	0	mg/cm2	Negative	7/31/2025	11:02:43	D	Door Frame	Metal	Beige	Exterior	1	office
32	0	mg/cm2	Negative	7/31/2025	11:03:57	A	Wall	Cinderblock	Gray	Stairs	1	office
33	0	mg/cm2	Negative	7/31/2025	11:04:16	B	Wall	Drywall	Gray	Stairs	1	office
34	0.4	mg/cm2	Negative	7/31/2025	11:04:31	C	Wall	Cinderblock	Gray	Stairs	1	office
35	0.1	mg/cm2	Negative	7/31/2025	11:04:45	D	Wall	Cinderblock	Gray	Stairs	1	office
36	0	mg/cm2	Negative	7/31/2025	11:05:15	A	Door	Metal	Gray	Stairs	1	office
37	0.5	mg/cm2	Negative	7/31/2025	11:05:27	A	Door Frame	Metal	Gray	Stairs	1	office
38	0	mg/cm2	Negative	7/31/2025	11:05:51	A	Stair Handrail	Metal	Blue	Stairs	1	office
39	0	mg/cm2	Negative	7/31/2025	11:06:25	A	Stair Riser	Metal	Blue	Stairs	1	office
40	0	mg/cm2	Negative	7/31/2025	11:06:38	A	Stair Stinger	Metal	Blue	Stairs	1	office
41	0.1	mg/cm2	Negative	7/31/2025	11:06:50	A	Stair Tread	Metal	Blue	Stairs	1	office
42	0.1	mg/cm2	Negative	7/31/2025	11:07:16	D	Door	Metal	Blue	Stairs	1	office
43	0	mg/cm2	Negative	7/31/2025	11:07:28	D	Door Frame	Metal	Blue	Stairs	1	office
44	0	mg/cm2	Negative	7/31/2025	11:08:03	D	Ceiling	Drywall	Gray	Stairs	1	office
45	0.2	mg/cm2	Negative	7/31/2025	11:08:36	A	Elec Conduit	Metal	Gray	Stairs	1	office
46	0.3	mg/cm2	Negative	7/31/2025	11:09:35	A	Wall	Cinderblock	Gray	Mechanical	1	office
47	0	mg/cm2	Negative	7/31/2025	11:11:25	B	Wall	Cinderblock	Gray	Mechanical	1	office
48	0	mg/cm2	Negative	7/31/2025	11:11:45	C	Wall	Cinderblock	Gray	Mechanical	1	office
49	0	mg/cm2	Negative	7/31/2025	11:12:01	D	Wall	Cinderblock	Gray	Mechanical	1	office
50	0	mg/cm2	Negative	7/31/2025	11:12:37	A	Door Frame	Metal	Gray	Mechanical	1	office
51	0.1	mg/cm2	Negative	7/31/2025	11:13:39	A	Door rooler	Metal	Gray	Mechanical	1	office
52	0.3	mg/cm2	Negative	7/31/2025	11:14:24	A	Elec Conduit	Metal	Gray	Mechanical	1	office
53	0	mg/cm2	Negative	7/31/2025	11:14:41	A	Elec Panel	Metal	Silver	Mechanical	1	office
54	0	mg/cm2	Negative	7/31/2025	11:15:14	A	Fan	Metal	Silver	Mechanical	1	office
55	0.1	mg/cm2	Negative	7/31/2025	11:16:50	B	Vent	Metal	Gray	Mechanical	1	office
56	0.1	mg/cm2	Negative	7/31/2025	11:17:18	B	Post	Metal	Gray	Mechanical	1	office
57	0	mg/cm2	Negative	7/31/2025	11:17:53	B	Brace	Metal	Blue	Mechanical	1	office
58	0	mg/cm2	Negative	7/31/2025	11:18:30	B	Elec Panel	Metal	Gray	Mechanical	1	office
59	0	mg/cm2	Negative	7/31/2025	11:19:43	C	Column	Wood	Gray	Mechanical	1	office
60	0	mg/cm2	Negative	7/31/2025	11:20:00	C	Door	Metal	Gray	Mechanical	1	office
61	0.4	mg/cm2	Negative	7/31/2025	11:20:11	C	Door Frame	Metal	Gray	Mechanical	1	office

Reading #	Concentration	Units	Result	Date	Time	Side	Component	Substrate	Color	Rooms	Level	Building
62	0 mg/cm2		Negative	7/31/2025	11:20:29	D	Elec Panel	Metal	Gray	Mechanical	1	office
63	0 mg/cm2		Negative	7/31/2025	11:21:42	A	Motor	Metal	Yellow	Mechanical	1	office
64	0.1 mg/cm2		Negative	7/31/2025	11:21:56	A	Motor	Metal	Blue	Mechanical	1	office
65	0 mg/cm2		Negative	7/31/2025	11:22:14	A	Beam	Metal	Gray	Mechanical	1	office
66	0 mg/cm2		Negative	7/31/2025	11:23:10	A	Pipe	Metal	White	Mechanical	1	office
67	0 mg/cm2		Negative	7/31/2025	11:24:07	A	Ceiling	Wood	Gray	Mechanical	1	office
68	0 mg/cm2		Negative	7/31/2025	11:24:37	A	Beam - I	Metal	Gray	Mechanical	1	office
69	0.1 mg/cm2		Negative	7/31/2025	11:25:14	D	Wall	Drywall	Gray	Mechanical	1	office
70	0 mg/cm2		Negative	7/31/2025	11:26:10	D	Trim	Wood	Red	Mechanical	1	office
71	0 mg/cm2		Negative	7/31/2025	11:29:22	A	Wall	Drywall	Beige	Kitchen	2	office
72	0 mg/cm2		Negative	7/31/2025	11:29:39	B	Wall	Drywall	Beige	Kitchen	2	office
73	0 mg/cm2		Negative	7/31/2025	11:29:51	C	Wall	Drywall	Beige	Kitchen	2	office
74	0 mg/cm2		Negative	7/31/2025	11:30:10	D	Wall	Drywall	Beige	Kitchen	2	office
75	0.1 mg/cm2		Negative	7/31/2025	11:30:41	A	Door	Wood	Brown	Kitchen	2	office
76	0.1 mg/cm2		Negative	7/31/2025	11:30:57	A	Door Frame	Metal	Brown	Kitchen	2	office
77	0 mg/cm2		Negative	7/31/2025	11:32:01	B	Window Sill	Wood	Brown	Kitchen	2	office
78	0 mg/cm2		Negative	7/31/2025	11:32:27	C	Door	Metal	Gray	Kitchen	2	office
79	0 mg/cm2		Negative	7/31/2025	11:32:58	C	Cabinet	Metal	Beige	Kitchen	2	office
80	0.3 mg/cm2		Negative	7/31/2025	11:33:16	C	Cabinet Door	Metal	Orange	Kitchen	2	office
81	0.1 mg/cm2		Negative	7/31/2025	11:34:01	C	Ceiling	Drywall	Beige	Kitchen	2	office
82	0.1 mg/cm2		Negative	7/31/2025	11:34:41	A	Wall	Drywall	Beige	Hall	2	office
83	0 mg/cm2		Negative	7/31/2025	11:34:53	B	Wall	Drywall	Beige	Hall	2	office
84	0.2 mg/cm2		Negative	7/31/2025	11:35:05	C	Wall	Drywall	Beige	Hall	2	office
85	0.1 mg/cm2		Negative	7/31/2025	11:35:17	D	Wall	Drywall	Beige	Hall	2	office
86	0 mg/cm2		Negative	7/31/2025	11:35:48	B	Door	Wood	Brown	Hall	2	office
87	0 mg/cm2		Negative	7/31/2025	11:36:02	B	Door Frame	Metal	Brown	Hall	2	office
88	0.2 mg/cm2		Negative	7/31/2025	11:36:28	D	Trim	Wood	Red	Hall	2	office
89	0.1 mg/cm2		Negative	7/31/2025	11:36:55	D	Elec Conduit	Metal	Beige	Hall	2	office
90	0 mg/cm2		Negative	7/31/2025	11:37:09	D	Elec Panel	Metal	Gray	Hall	2	office
91	0.1 mg/cm2		Negative	7/31/2025	11:37:58	A	Wall	Drywall	Beige	Bathroom	2	office
92	0.1 mg/cm2		Negative	7/31/2025	11:38:11	B	Wall	Drywall	Beige	Bathroom	2	office
93	0 mg/cm2		Negative	7/31/2025	11:38:23	C	Wall	Drywall	Beige	Bathroom	2	office
94	0.1 mg/cm2		Negative	7/31/2025	11:38:37	D	Wall	Drywall	Beige	Bathroom	2	office
95	0.1 mg/cm2		Negative	7/31/2025	11:38:55	D	Ceiling	Drywall	Beige	Bathroom	2	office
96	0 mg/cm2		Negative	7/31/2025	11:39:22	C	Door	Wood	Brown	Bathroom	2	office
97	0.1 mg/cm2		Negative	7/31/2025	11:39:40	C	Door Frame	Metal	Brown	Bathroom	2	office
98	0 mg/cm2		Negative	7/31/2025	11:40:28	D	Window Sill	Wood	Brown	Bathroom	2	office
99	0.1 mg/cm2		Negative	7/31/2025	11:41:28	A	Wall	Drywall	Blue	Office	2	office
100	0 mg/cm2		Negative	7/31/2025	11:41:41	B	Wall	Drywall	Blue	Office	2	office
101	0 mg/cm2		Negative	7/31/2025	11:41:55	C	Wall	Drywall	Blue	Office	2	office
102	0.1 mg/cm2		Negative	7/31/2025	11:42:07	D	Wall	Drywall	Blue	Office	2	office
103	0 mg/cm2		Negative	7/31/2025	11:42:39	A	Window Sill	Wood	Brown	Office	2	office
104	0 mg/cm2		Negative	7/31/2025	11:42:54	A	Chair Rail	Wood	Brown	Office	2	office
105	0 mg/cm2		Negative	7/31/2025	11:43:16	B	Door	Wood	Brown	Office	2	office
106	0 mg/cm2		Negative	7/31/2025	11:43:31	B	Door Frame	Metal	Brown	Office	2	office
107	0.1 mg/cm2		Negative	7/31/2025	11:43:57	B	Ceiling	Drywall	Beige	Office	2	office
108	0 mg/cm2		Negative	7/31/2025	11:44:27	B	Ceiling	Drywall	Beige	Office 2	2	office
109	0 mg/cm2		Negative	7/31/2025	11:44:56	A	Window Sill	Wood	Brown	Office 2	2	office
110	0 mg/cm2		Negative	7/31/2025	11:45:21	A	Wall	Drywall	Beige	Office 2	2	office
111	0 mg/cm2		Negative	7/31/2025	11:46:08	D	Door	Metal	Brown	Office 2	2	office
112	0 mg/cm2		Negative	7/31/2025	11:46:20	D	Door Frame	Metal	Brown	Office 2	2	office
113	0 mg/cm2		Negative	7/31/2025	11:46:54	B	Window Sill	Wood	Brown	Office 3	2	office
114	0 mg/cm2		Negative	7/31/2025	11:47:30	D	Door	Metal	Brown	Office 3	2	office
115	0 mg/cm2		Negative	7/31/2025	11:47:42	D	Door Frame	Metal	Brown	Office 3	2	office
116	0 mg/cm2		Negative	7/31/2025	11:48:07	D	Ceiling	Drywall	Beige	Office 3	2	office
117	0 mg/cm2		Negative	7/31/2025	11:50:57	B	Tank	Metal	White	Exterior	1	office
118	0.1 mg/cm2		Negative	7/31/2025	11:51:40	B	Pipe	Metal	Red	Exterior	1	office
119	0.1 mg/cm2		Negative	7/31/2025	11:51:57	B	Pipe	Metal	Black	Exterior	1	office
120	0 mg/cm2		Negative	7/31/2025	11:52:47	D	Pipe	Metal	White	Exterior	1	office
121	0 mg/cm2		Negative	7/31/2025	11:53:05	D	Beam - I	Metal	White	Exterior	1	office
122	0 mg/cm2		Negative	7/31/2025	11:53:25	D	Tank	Metal	White	Exterior	1	office
123	0 mg/cm2		Negative	7/31/2025	11:54:08	D	Valve	Metal	Blue	Exterior	1	office
124	0 mg/cm2		Negative	7/31/2025	11:54:48	D	Bollard	Metal	Beige	Exterior	1	office
125	0.3 mg/cm2		Negative	7/31/2025	11:59:31	A	Wall	Concrete	Blue	Exterior	1	Chlorine
126	0.5 mg/cm2		Negative	7/31/2025	11:59:51	A	Wall	Concrete	Beige	Exterior	1	Chlorine
127	0.1 mg/cm2		Negative	7/31/2025	12:00:23	A	Valve	Metal	Blue	Exterior	1	Chlorine
128	0 mg/cm2		Negative	7/31/2025	12:03:54	A	Valve	Metal	Brown	Exterior	1	Aqua aerobic

Reading #	Concentration	Units	Result	Date	Time	Side	Component	Substrate	Color	Rooms	Level	Building
129	0 mg/cm2		Negative	7/31/2025	12:04:18	A	Post	Metal	Brown	Exterior	1	Aqua aerobic
130	0 mg/cm2		Negative	7/31/2025	12:05:29	A	Wall	Concrete	Beige	Exterior	1	Aqua aerobic
131	0.1 mg/cm2		Negative	7/31/2025	12:06:08	A	Gutter	Metal	Beige	Exterior	1	Aqua aerobic
132	0 mg/cm2		Negative	7/31/2025	12:10:56	A	Pipe	Metal	White	Exterior	1	Pump station
133	0.1 mg/cm2		Negative	7/31/2025	12:11:10	A	Valve	Metal	White	Exterior	1	Pump station
134	0.5 mg/cm2		Negative	7/31/2025	12:14:59	A	Tank	Concrete	Beige	Exterior	1	Treatment 1
135	0 mg/cm2		Negative	7/31/2025	12:15:21	A	Pipe	Metal	Beige	Exterior	1	Treatment 1
136	0 mg/cm2		Negative	7/31/2025	12:15:35	A	Valve	Metal	Beige	Exterior	1	Treatment 1
137	0 mg/cm2		Negative	7/31/2025	12:15:56	A	Valve	Metal	Red	Exterior	1	Treatment 1
138	0.3 mg/cm2		Negative	7/31/2025	12:16:33	B	Tank	Concrete	Beige	Exterior	1	Treatment 1
139	0.5 mg/cm2		Negative	7/31/2025	12:17:10	C	Tank	Concrete	Beige	Exterior	1	Treatment 1
140	0.4 mg/cm2		Negative	7/31/2025	12:17:31	C	Pipe	Metal	Lt Green	Exterior	1	Treatment 1
141	0.5 mg/cm2		Negative	7/31/2025	12:17:48	C	Valve	Metal	Lt Green	Exterior	1	Treatment 1
142	0.3 mg/cm2		Negative	7/31/2025	12:18:33	D	Tank	Concrete	Beige	Exterior	1	Treatment 1
143	0 mg/cm2		Negative	7/31/2025	12:23:55	A	Tank	Concrete	Beige	Exterior	2	Treatment 1
144	0 mg/cm2		Negative	7/31/2025	12:24:25	A	Post	Concrete	Red	Exterior	2	Treatment 1
145	0.2 mg/cm2		Negative	7/31/2025	12:25:02	A	Valve	Metal	White	Exterior	2	Treatment 1
146	0 mg/cm2		Negative	7/31/2025	12:25:43	B	Beam - I	Metal	Brown	Exterior	2	Treatment 1
147	0 mg/cm2		Negative	7/31/2025	12:26:19	B	Valve	Metal	Gray	Exterior	2	Treatment 1
148	0 mg/cm2		Negative	7/31/2025	12:27:00	B	Elec Conduit	Metal	Black	Exterior	2	Treatment 1
149	0.2 mg/cm2		Negative	7/31/2025	12:27:42	C	Beam - I	Metal	White	Exterior	2	Treatment 1
150	0.1 mg/cm2		Negative	7/31/2025	12:29:23	A	Valve	Metal	Red	Exterior	2	Treatment control
151	0 mg/cm2		Negative	7/31/2025	12:30:19	C	Elec Panel	Metal	Gray	Exterior	2	Treatment control
152	0.4 mg/cm2		Negative	7/31/2025	12:32:13	A	Column	Concrete	Beige	Exterior	1	Treatment control
153	0 mg/cm2		Negative	7/31/2025	12:32:41	A	Pipe	Metal	Lt Green	Exterior	1	Treatment control
154	0 mg/cm2		Negative	7/31/2025	12:38:02	A	Elec Conduit	Metal	Beige	Exterior	1	Treatment control
155	0.3 mg/cm2		Negative	7/31/2025	12:38:28	A	Pipe	Metal	Lt Green	Exterior	1	Treatment control
156	0 mg/cm2		Negative	7/31/2025	12:38:43	A	Pipe	Metal	Beige	Exterior	1	Treatment control
157	0.1 mg/cm2		Negative	7/31/2025	12:38:59	A	Post	Metal	Beige	Exterior	1	Treatment control
158	0.4 mg/cm2		Negative	7/31/2025	12:39:12	A	Post	Metal	Lt Green	Exterior	1	Treatment control
159	0.4 mg/cm2		Negative	7/31/2025	12:39:31	A	Column	Concrete	Lt Green	Exterior	1	Treatment control
160	0 mg/cm2		Negative	7/31/2025	12:40:26	A	Light post	Metal	Brown	Exterior	1	Treatment control
161	0.3 mg/cm2		Negative	7/31/2025	12:41:40	A	Wall	Concrete	Beige	Exterior	1	Tank bed
162	0.3 mg/cm2		Negative	7/31/2025	12:41:55	B	Wall	Concrete	Beige	Exterior	1	Tank bed
163	0.5 mg/cm2		Negative	7/31/2025	12:42:17	C	Wall	Concrete	Beige	Exterior	1	Tank bed
164	0.3 mg/cm2		Negative	7/31/2025	12:42:34	D	Wall	Concrete	Beige	Exterior	1	Tank bed
165	0.3 mg/cm2		Negative	7/31/2025	12:50:13	A	Wall	Concrete	Beige	Exterior	1	Treatment 2
166	0 mg/cm2		Negative	7/31/2025	12:50:38	A	Pipe	Metal	Beige	Exterior	1	Treatment 2
167	0.1 mg/cm2		Negative	7/31/2025	12:50:52	A	Valve	Metal	Beige	Exterior	1	Treatment 2
168	0.3 mg/cm2		Negative	7/31/2025	12:51:40	B	Tank	Concrete	Beige	Exterior	1	Treatment 2
169	0.2 mg/cm2		Negative	7/31/2025	12:52:08	B	Light post	Metal	Brown	Exterior	1	Treatment 2
170	0.3 mg/cm2		Negative	7/31/2025	12:53:01	C	Tank	Concrete	Beige	Exterior	1	Treatment 2
171	0.4 mg/cm2		Negative	7/31/2025	12:53:22	D	Tank	Concrete	Beige	Exterior	1	Treatment 2
172	0.5 mg/cm2		Negative	7/31/2025	12:53:43	D	Pipe	Metal	Lt Green	Exterior	1	Treatment 2
173	0.1 mg/cm2		Negative	7/31/2025	12:53:58	D	Valve	Metal	Lt Green	Exterior	1	Treatment 2
174	0.1 mg/cm2		Negative	7/31/2025	12:55:24	A	Valve	Metal	Blue	Exterior	2	Treatment 2
175	0 mg/cm2		Negative	7/31/2025	12:55:48	A	Post	Metal	Brown	Exterior	2	Treatment 2
176	0.2 mg/cm2		Negative	7/31/2025	12:56:32	B	Post	Metal	Beige	Exterior	2	Treatment 2
177	0.1 mg/cm2		Negative	7/31/2025	12:56:56	B	Beam - I	Metal	White	Exterior	2	Treatment 2
178	0.1 mg/cm2		Negative	7/31/2025	12:57:37	C	Valve	Metal	Blue	Exterior	2	Treatment 2
179	0 mg/cm2		Negative	7/31/2025	12:58:09	C	Beam - I	Metal	Brown	Exterior	2	Treatment 2
180	1 mg/cm2		Positive	7/31/2025	13:03:47	Cal 1.0						
181	0.9 mg/cm2		Negative	7/31/2025	13:04:00	Cal 1.0						
182	1 mg/cm2		Positive	7/31/2025	13:04:14	Cal 1.0						

Woodland WWTP Demolition
Overview Map

Treatment Units

Aqua Aerobic

Chlorine Contact
Chamber and the
Surrounding Valves.

Tank Bed

Woodland Pump Station.
Do Not Test.

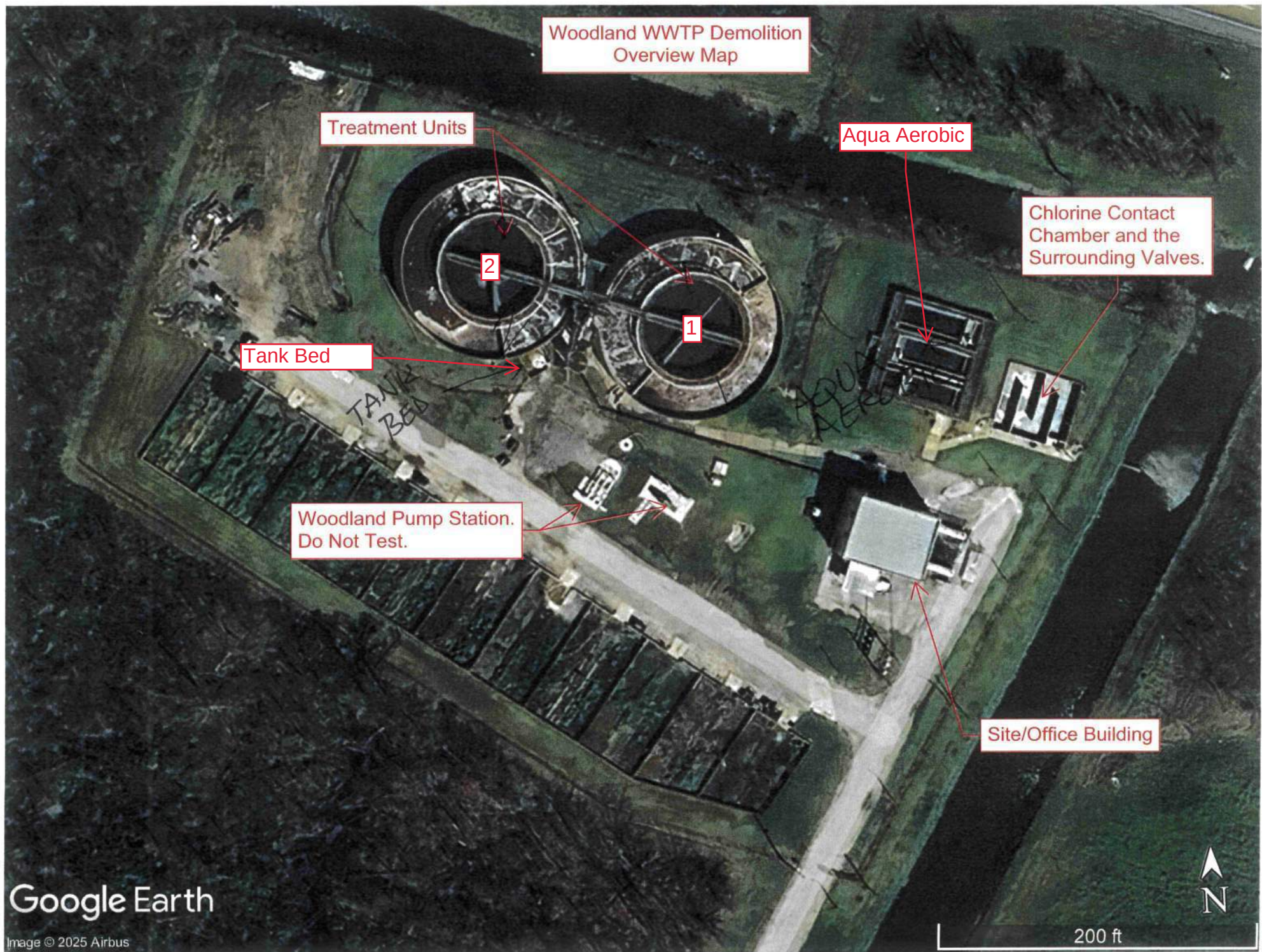
Site/Office Building

Google Earth

Image © 2025 Airbus



200 ft



STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

certifies that

Gary J Brooks

**Has complied with all requirements of the Louisiana Department of Environmental Quality
and is authorized to perform the duties of**

Lead Inspector

Accreditation No. NI102434

AI No. 102434

Date of Issuance October 16, 2024

Expiration November 21, 2025

**Failure to comply with all applicable provisions of La. R.S. 2025.E. (1)(a) and La. R.S. 2025.F. (2)(a)
may result in civil and/or criminal enforcement actions by the State.**



**Public Participation & Permit Support Division
Office of Environmental Services**

Appendix C

Sources of Information

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Avenue Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715

Sources of Information

U.S. Department of Housing and Urban Development. Residential Lead-Based Paint Hazard Reduction Act of 1992, (Public Law 102-550), as Amended through April 21, 2005.

U.S. Department of Housing and Urban Development. Guideline for the Evaluation and Control of Lead-Based Paint Hazards in Housing. 2012 Revision

U.S. Environmental Protection Agency. Code of Federal Regulations Title 40 Part 745 – Lead-Based Paint Poisoning Prevention in Certain Residential Structures. July 1, 2016

U.S. Environmental Protection Agency. Code of Federal Regulations Title 40 Part 745 – Review of the Dust-Lead Hazard Standards and the Definition of Lead-Based Paint. July 9, 2019

Louisiana Department of Environmental Quality. Louisiana Administrative Code (LAC), Title 33 – Environmental, Part III – Air Quality, Chapter 28 - Lead-Based Paint Activities - Recognition, Accreditation, Licensure, and Standards for Conducting Lead-Based Paint Activities. December 20, 2008.

U.S. Department of Occupation Safety and Health Administration. Code of Federal Regulations Title 29 Part 1910.1025 Lead July 01, 2001

U.S. Department of Occupation Safety and Health Administration. Code of Federal Regulations Title 29 Part 1926.62 Lead

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Avenue Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715



August 5, 2025
Sent via Email: jtheriot@deii.net
Leaaf #: SJB-056

Reed Alexander
St. John the Baptist Parish
1811 West Airline Highway
LaPlace, LA 70068

**RE: Asbestos Survey Report
Woodland Drive Wastewater Plant
Woodland Dr, Laplace, LA 70068**

Dear Mr. Alexander:

The following letter report summarizes the findings of the Asbestos Survey completed by Leaaf Environmental, LLC (Leaaf). The survey was conducted to identify suspect asbestos-containing materials (ACM) at the Woodland Drive Wastewater Plant located at Woodland Dr, Laplace, LA 70068. Refer to Appendix A for an illustration of the location of the property.

Survey

The asbestos survey was completed on July 31, 2025, by Louisiana Department of Environmental Quality (LDEQ) certified Asbestos Inspectors Madeline Dickson (CERT # NI193349) and Kate Moriarty (CERT # MI247341) of Leaaf. A total of sixty four (64) bulk samples were collected in accordance with the procedures detailed in Appendix B – Attachment 1. The sampling was documented on field forms, which can be found in Appendix B – Attachment 2. The samples were sent to a Louisiana Environmental Laboratory Accreditation Program (LELAP) laboratory (Eurofins EMLab P&K – Ft. Lauderdale, FL AI # 144892, LELAP # 04153) for Polarized Light Microscopy (PLM) analysis. Refer to Appendix B – Attachment 3 for a copy of the laboratory reports and chain-of-custody.

Findings

The LDEQ defines ACM as any material containing greater than one percent (> 1.0%) asbestos by PLM laboratory analysis. Based on the PLM analysis, asbestos was found to be present in building materials sampled. The following table summarizes the suspect building materials identified as ACM during this survey:

Asbestos-Containing Materials				
Sample No.	Sample Description	Sample Location	Asbestos Type & Percent	Friable / Non-Friable
SJB-056-PLM-023 SJB-056-PLM-024	Black Countertop	Site/Office Building, 2 nd Floor Lab	10% Chrysotile	Non-Friable

Conclusions

Based on the survey results, ACMs are present in the following building materials sampled at the Woodland Drive Wastewater Plant:

- Black Countertop in the 2nd Floor Lab of the Site/Office Building

1	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Ave, Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715



August 5, 2025
Sent via Email: jtheriot@deii.net
Leaaf #: SJB-056

If there are any questions or additional information is needed, please contact me at (504) 342-2687.

Sincerely,
Leaaf Environmental, LLC

Madeline Dickson
LDEQ Certified Asbestos Inspector

Kate Moriarty
LDEQ Certified Asbestos Inspector

Suzanne Sicotte
Environmental Scientist

Attachment (support documents)

Appendices

Appendix A – Property Location Map

Appendix B – Bulk Sampling Support Documentation

Attachment 1 – Sampling & Analysis Method

Attachment 2 – Field Documentation

Attachment 3 – Analytical Results and Chain of Custody

Appendix C – Sources of Information

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Appendix A

Property Location Map

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Appendix B

Bulk Sampling Support Documentation

Attachment 1 – Sampling & Analysis Method

Attachment 2 – Field Documentation

Attachment 3 – Analytical Results and Chain of Custody

Attachment	Leaaf Environmental, LLC	www.leaaf.com
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Attachment 1

Sampling & Analysis Method

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Ave, Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715

Sampling & Analysis Method

General Procedures:

The property is walked to identify the general construction of the structure(s). Building materials are categorized into three different types: Surfacing Materials, Thermal System Insulation and Miscellaneous Material. Samples are collected and sent to a third party for PLM analysis. Once the results are received, Leaaf reviews the samples to determine if any fall between 1-5% asbestos. If so Leaaf will typically recommend that point count analysis is implemented. Results are reviewed and the samples that are found to contain asbestos >1% asbestos are identified in the report.

Regulatory Authority:

Asbestos is a known human and animal carcinogen. Asbestos exposure combined with cigarette smoking greatly increases the risk of bronchogenic carcinomas as well as alimentary tract carcinomas. In addition, long-term exposure to asbestos fibers may cause asbestosis, a fibrotic lung disease. To reduce health risk due to occupational and ambient exposures both the state and federal government regulates asbestos.

Louisiana regulates asbestos under at least the following:

- Louisiana Administrative Codes Title 33: Part III Chapter 27 (LAC 33:III.Chapter 27) Asbestos-Containing Material in Schools and State Buildings
- LAC 33:III Chapter 51 Comprehensive Toxic Air Pollution Emission Control, Subchapter M, Asbestos – Section 5151: Emission Standards for Asbestos.

Since these regulations parallel Federal regulations and in some areas are more stringent than the Federal requirements, on May 11, 1995, EPA waived all requirements of federal rule, Asbestos-Containing Materials in Schools (40 CFR 763 Subpart E) in Louisiana in lieu of the Louisiana asbestos regulations.

- Louisiana Senate Bill 583, Act 662 – LDEQ Comprehensive Plan for Disaster Clean-up and Debris Management: Recycling of Concrete Slabs from Houses Demolished Due to Natural Disasters.

U.S Occupation Safety and Health Administration (OSHA)

- Final Rules Title 29, Part 1910, Section 1001 of the Code of Federal Regulations
- Final Rules Title 29, Part 1926, Section 1101 of the Code of Federal Regulations
- Final Rules Title 29, Part 1910, Section 120 of the Code of Federal Regulations

Equipment:

Leaaf collected the samples using small tools such as knives, hammers, chisels, etc. to obtain bulk samples. Samples are place in individual sealable plastic food grade bags and labeled with a distinct sample number.

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Ave, Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715

Field Documentation:

Leaaf utilizes a Bulk Sample Summary Sheet (developed by Leaaf) to document project specific information pertaining to the collection of the bulk samples. This information includes, but is not limited to, sample number, sample location, and material description.

In addition to developing a written description of the sample location, Leaaf may also develop an approximate site field drawing, use one provided by the client and/or utilize an aerial photograph of the site to illustrate the locations where the bulk samples are collected. Any developed drawing is meant to provide a guide to the sample location and is not to be considered a legal survey or actual drawing of the property.

Upon completion of the sampling effort, Leaaf's environmental professional completes an environmental laboratory chain-of-custody to track the handling of the samples from the field to the laboratory. The samples and the chain-of-custody are placed into a sealable plastic bag. The bagged samples are then typically placed into a shipping container (typically a FedEx package) for delivery to the laboratory.

If the survey was for a school or state building, Leaaf's environmental professional will also complete a survey in accordance with AHERA requirements. Materials will be grouped into Homogenous Areas (HAs). Homogenous Areas are those suspect asbestos containing materials that are uniform in texture and color and appear identical in every other aspect. Each homogenous area is then sampled as follows:

	≤ 1,000 ft ²	>1,000 ft ² but ≤ 5,000 ft ²	> 5,000 ft ²
Surfacing Material	3 samples	5 samples	7 samples
Thermal System Insulation	3 random samples for each homogeneous area of TSI 1 random sample from each homogeneous patched TSI 1 random sample from each homogeneous fitting		
Miscellaneous Material	at least 2 samples per LAC 33:III.2709.C		

The condition of the HAs are evaluated and identified as one of the following:

- Category 1 – Damaged or significantly damaged thermal system insulation ACM
- Category 2 – Damaged friable surfacing ACM
- Category 3 – Significantly damaged friable surfacing ACM
- Category 4 – Damaged or significantly damaged friable miscellaneous ACM
- Category 5 – ACBM with potential damage
- Category 6 – ACBM with the potential for significant damage
- Category 7 – Any remaining friable ACM or friable suspect ACM
- Category X – Any non-friable non-regulated ACM

Leaaf may also identify the quantities associated with each HA.

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Laboratory Analysis:

PLM via EPA Method 600/R-93/116

The samples are sent to a laboratory that specializes in the analysis of asbestos cassettes for asbestos fibers via Polarized Light Microscopy (PLM). PLM utilizes a light microscope equipped with polarizing filters. The identification of asbestos fiber bundles is determined by the visual properties displayed when the sample is treated with various dispersion staining liquids. Identification is substantiated by the actual structure of the fiber and the effect of polarized light on the fiber. The limit of detection of asbestos by PLM is about one percent (1%) by area. In some cases, the laboratory will identify various layers of materials within the sample collected, multiple analyses are run on these samples.

PLM Point Count (400 node point count <0.25%)

With the permission of the client, Leaaf will request point count analysis for samples below with a percentage between 1 to 5% asbestos. The point count analysis includes testing of bulk building materials for asbestos by performing 400 point counts (EPA 600/R-93/116). This is a detailed and more labor-intensive technique for estimating asbestos in a building material and is less subjective than a visual estimate. This methodology, which has a detection limit of 0.25%, increases the accuracy and precision of the asbestos concentration determined.

CARB 435

This analysis includes testing of rocks and soils for asbestos using the California Air Resource Board 435 method. The CARB 435 method is a specialized method used for testing asbestos content in the serpentine aggregate storage piles, on conveyer belts, and on covered surfaces such as roads, play-yards, shoulders and parking lots. The method includes crushing the sample using a mill to produce a sample size of less than 200 tyler mesh (75 microns) and then reporting the asbestos content by performing a 400 point count technique which has a detection limit of 0.25%.

Interpretation of Data:

To develop the opinions and conclusions presented in Leaaf's report, the environmental professional evaluates all of the data collected during the course of the sampling period. This data is then compared to the appropriate regulatory standards as identified in Regulatory Authority section above to determine if the site has asbestos-containing materials (ACM) greater than the regulatory limits. Conclusions are developed based on this comparison.

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Limitation of the Sampling and Analysis Method:

This report was developed and incorporates information that was obtainable within a reasonable time, cost and direction by the Client and/or Client's representative. Leaaf makes no warranties as to the conclusions or opinions made by others based on the information presented in this report. This is a survey of isolated areas identified by the owner. This survey is a Non-Destructive survey. Note: As site construction can mask the location of suspect building materials, the demolition or renovation of an area may expose new suspect materials. If materials are exposed that have not been sampled, work in the area of the suspect material should stop until such materials can be sampled and analyzed to determine the asbestos content and whether the disturbance has created an asbestos fiber exposure issue.

Leaaf's typical Asbestos Survey does not specifically identify all locations where all asbestos can be found nor does it identify the quantities of asbestos containing materials; therefore, unless specifically stipulated in the report, any building component that has been identified as containing asbestos must be assumed to contain asbestos in all other components of similar makeup. An assumption that a material does not contain asbestos can only be rendered if that material was sampled, analyzed and found not to contain asbestos. If multiple samples were collected of a similar material, then if any one of the samples were found to contain asbestos then all similar materials should be assumed to contain asbestos unless detailed in the report. Should disturbance or renovation and/or demolition fall outside of the area surveyed in this report, the owner, contractor and/or client will need to complete an additional survey prior to disturbance of the building materials.

Prior to any disturbance of ACM or the renovation and/or demolition of any building materials the Client's contractor may be required to submit a notification form to the local state regulatory agency. In the State of Louisiana an AAC-2 form needs to be submitted to LDEQ at least 10-days prior to any renovations or demolition regardless of the asbestos content found.

This survey was not intended to determine any medical conditions; therefore, if an occupant is experiencing health related complaints or is suspected of being exposed to asbestos then an environmental health physician should be consulted.

This survey was not meant to address OSHA-based exposure issues; therefore, OSHA may require more stringent sampling protocols or asbestos content levels for the identification of asbestos and protection of workers.

This report should not be altered, copied or transfer to a third party without Leaaf's written permission. This survey was the initial phase in the process of managing asbestos. This report is a survey and is not authorized for use to develop a cost for abatement by others nor should it be considered a Scope of Work, an abatement Specification or a Management Plan.

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Attachment 2

Field Documentation

Attachment	Leaaf Environmental, LLC	www.leaaf.com
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ASBESTOS BULK SAMPLE SUMMARY SHEET

Leaaf #: SJB-056

Date: 07/31/2025

Project Name: Woodland Drive Wastewater Plant

Project Location: Woodland Dr, Laplace, LA 70068

Environmental Professional: Madeline Dickson and Kate Moriarty

Sample Number	Material Description	Sample Location
SJB-056-PLM-001	Gray Fabric Jacket Insulation	Site/Office Building, 1 st Floor @ Generator
SJB-056-PLM-002	Gray Fabric Jacket Insulation	Site/Office Building, 1 st Floor @ Generator
SJB-056-PLM-003	Chalky Insulation w/ Silver Metal Jacket	Site/Office Building, 1 st Floor @ Generator
SJB-056-PLM-004	Chalky Insulation w/ Silver Metal Jacket	Site/Office Building, 1 st Floor @ Generator
SJB-056-PLM-005	Chalky Insulation w/ Silver Metal Jacket	Site/Office Building, 1 st Floor @ Generator
SJB-056-PLM-006	Black Vibration Dampener	Site/Office Building, 1 st Floor @ Generator
SJB-056-PLM-007	Black Vibration Dampener	Site/Office Building, 1 st Floor @ Generator
SJB-056-PLM-008	Sheetrock & Paint Texture	Site/Office Building, 1 st Floor @ East wall
SJB-056-PLM-009	Sheetrock & Paint Texture	Site/Office Building, 1 st Floor @ East wall
SJB-056-PLM-010	Black Foam Gasket	Site/Office Building, 1 st Floor @ Blower 4
SJB-056-PLM-011	Black Foam Gasket	Site/Office Building, 1 st Floor @ Blower 4
SJB-056-PLM-012	White Fabric Gasket	Site/Office Building, 1 st Floor @ Blower 4
SJB-056-PLM-013	White Fabric Gasket	Site/Office Building, 1 st Floor @ Blower 4
SJB-056-PLM-014	Gray Air Filter Insulation	Site/Office Building, 1 st Floor @ Blower 3
SJB-056-PLM-015	Gray Air Filter Insulation	Site/Office Building, 1 st Floor @ Blower 3



ASBESTOS BULK SAMPLE SUMMARY SHEET

Leaaf #: SJB-056

Date: 07/31/2025

Project Name: Woodland Drive Wastewater Plant

Project Location: Woodland Dr, Laplace, LA 70068

Environmental Professional: Madeline Dickson and Kate Moriarty

Sample Number	Material Description	Sample Location
SJB-056-PLM-016	CMU & Paint Texture	Site/Office Building, 1 st Floor @ South Wall
SJB-056-PLM-017	CMU & Paint Texture	Site/Office Building, 1 st Floor @ East Wall
SJB-056-PLM-018	CMU & Paint Texture	Site/Office Building, 1 st Floor @ Hallway
SJB-056-PLM-019	Orange Rubber Gasket	Site/Office Building, 1 st Floor @ Blower 2
SJB-056-PLM-020	Orange Rubber Gasket	Site/Office Building, 1 st Floor @ Blower 2
SJB-056-PLM-021	Tan Baseboard & Mastic	Site/Office Building, 2 nd Floor Lab
SJB-056-PLM-022	Tan Baseboard & Mastic	Site/Office Building, 2 nd Floor Lab
SJB-056-PLM-023	Black Countertop	Site/Office Building, 2 nd Floor Lab
SJB-056-PLM-024	Black Countertop	Site/Office Building, 2 nd Floor Lab
SJB-056-PLM-025	12" x 12" Floor Tile (tan w/ brown stripes) & Mastic	Site/Office Building, 2 nd Floor Lab
SJB-056-PLM-026	12" x 12" Floor Tile (tan w/ brown stripes) & Mastic	Site/Office Building, 2 nd Floor Lab
SJB-056-PLM-027	Dark Brown Baseboard & Mastic	Site/Office Building, 2 nd Floor
SJB-056-PLM-028	Dark Brown Baseboard & Mastic	Site/Office Building, 2 nd Floor
SJB-056-PLM-029	Carpet & Mastic	Site/Office Building, 2 nd Floor
SJB-056-PLM-030	Carpet & Mastic	Site/Office Building, 2 nd Floor



ASBESTOS BULK SAMPLE SUMMARY SHEET

Leaaf #: SJB-056

Date: 07/31/2025

Project Name: Woodland Drive Wastewater Plant

Project Location: Woodland Dr, Laplace, LA 70068

Environmental Professional: Madeline Dickson and Kate Moriarty

Sample Number	Material Description	Sample Location
SJB-056-PLM-031	Fiberglass Insulation	Site/Office Building, 2 nd Floor Lab
SJB-056-PLM-032	Fiberglass Insulation	Site/Office Building, 2 nd Floor Lab
SJB-056-PLM-033	Door Caulk	Site/Office Building, 2 nd Floor Interior @ North
SJB-056-PLM-034	Door Caulk	Site/Office Building, 2 nd Floor Interior @ North
SJB-056-PLM-035	Black Baseboard & Mastic	Site/Office Building, 2 nd Floor @ Stairs
SJB-056-PLM-036	Black Baseboard & Mastic	Site/Office Building, 2 nd Floor @ Stairs
SJB-056-PLM-037	Window Caulk	Site/Office Building, 2 nd Floor Exterior @ North
SJB-056-PLM-038	Window Caulk	Site/Office Building, 2 nd Floor Exterior @ North
SJB-056-PLM-039	Sheetrock & Paint Texture	Site/Office Building, 2 nd Floor
SJB-056-PLM-040	Sheetrock & Paint Texture	Site/Office Building, 2 nd Floor
SJB-056-PLM-041	Sheetrock & Paint Texture	Site/Office Building, 2 nd Floor
SJB-056-PLM-042	White Vibration Dampener	Site/Office Building, 2 nd Floor Lab
SJB-056-PLM-043	White Vibration dampener	Site/Office Building, 2 nd Floor Lab
SJB-056-PLM-044	Black Rubber Seal	Site/Office Building, 2 nd Floor @ Lab Hood
SJB-056-PLM-045	Black Rubber Seal	Site/Office Building, 2 nd Floor @ Lab Hood



ASBESTOS BULK SAMPLE SUMMARY SHEET

Leaaf #: SJB-056

Date: 07/31/2025

Project Name: Woodland Drive Wastewater Plant

Project Location: Woodland Dr, Laplace, LA 70068

Environmental Professional: Madeline Dickson and Kate Moriarty

Sample Number	Material Description	Sample Location
SJB-056-PLM-046	Colorless Misc. Caulk	Site/Office Building, Exterior
SJB-056-PLM-047	Colorless Misc. Caulk	Site/Office Building, Exterior
SJB-056-PLM-048	Black Foam w/ White Fabric Wrap	Site/Office Building, Exterior
SJB-056-PLM-049	Black Foam w/ White Fabric Wrap	Site/Office Building, Exterior
SJB-056-PLM-050	Rubber Tank Pad	Site/Office Building, Exterior @ Tanks
SJB-056-PLM-051	Rubber Tank Pad	Site/Office Building, Exterior @ Tanks
SJB-056-PLM-052	CMU & Paint Texture	Site/Office Building, Exterior
SJB-056-PLM-053	CMU & Paint Texture	Site/Office Building, Exterior
SJB-056-PLM-054	Red Rubber Gasket	Chlorine Contact Chamber & Valves
SJB-056-PLM-055	Red Rubber Gasket	Chlorine Contact Chamber & Valves
SJB-056-PLM-056	Black Pipe Coating	Exterior
SJB-056-PLM-057	Black Pipe Coating	Exterior
SJB-056-PLM-058	Stucco	Eastern Treatment Unit
SJB-056-PLM-059	Stucco	Eastern Treatment Unit
SJB-056-PLM-060	Stucco	Western Treatment Unit



ASBESTOS BULK SAMPLE SUMMARY SHEET

Leaaf #: SJB-056

Date: 07/31/2025

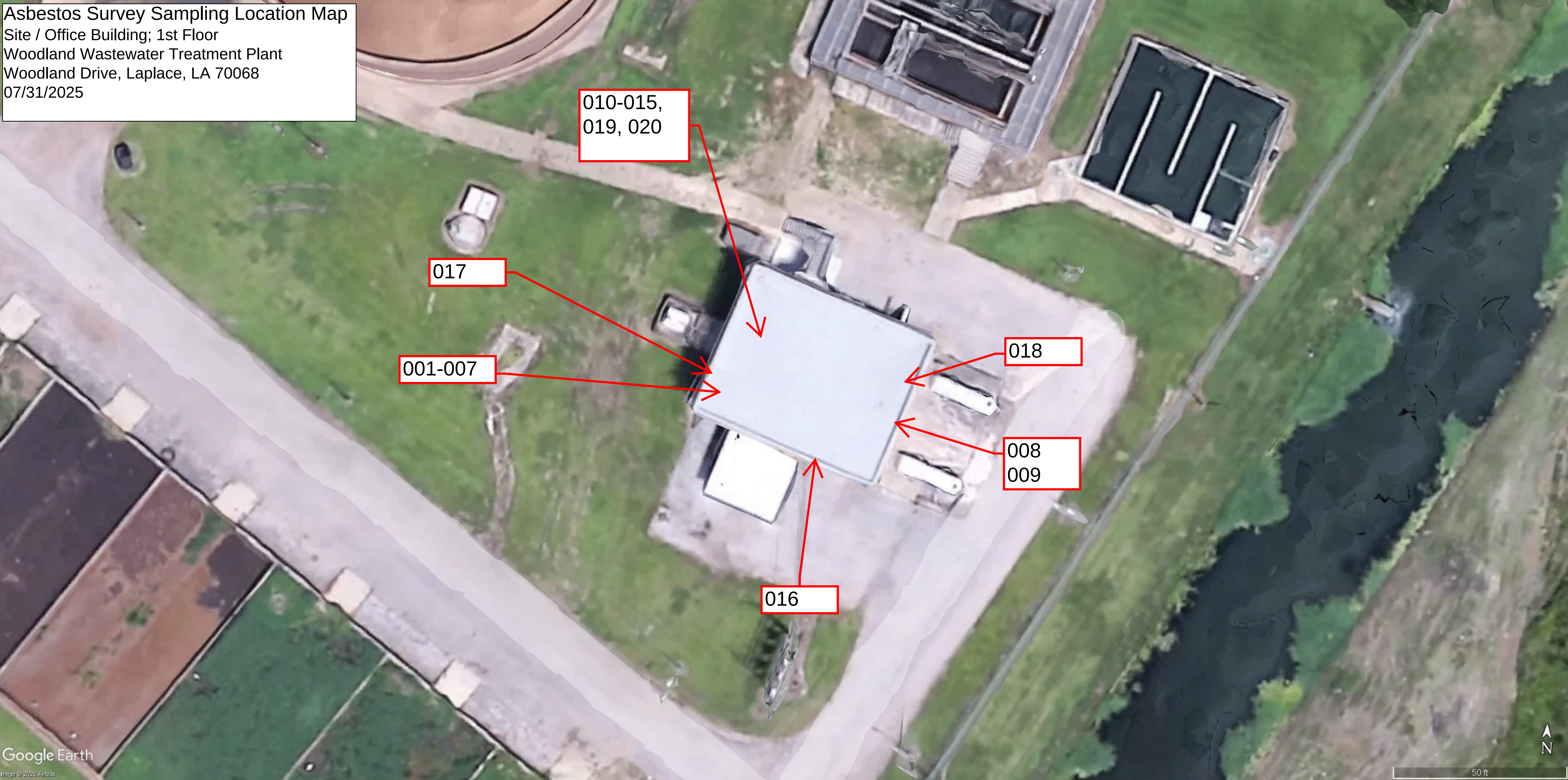
Project Name: Woodland Drive Wastewater Plant

Project Location: Woodland Dr, Laplace, LA 70068

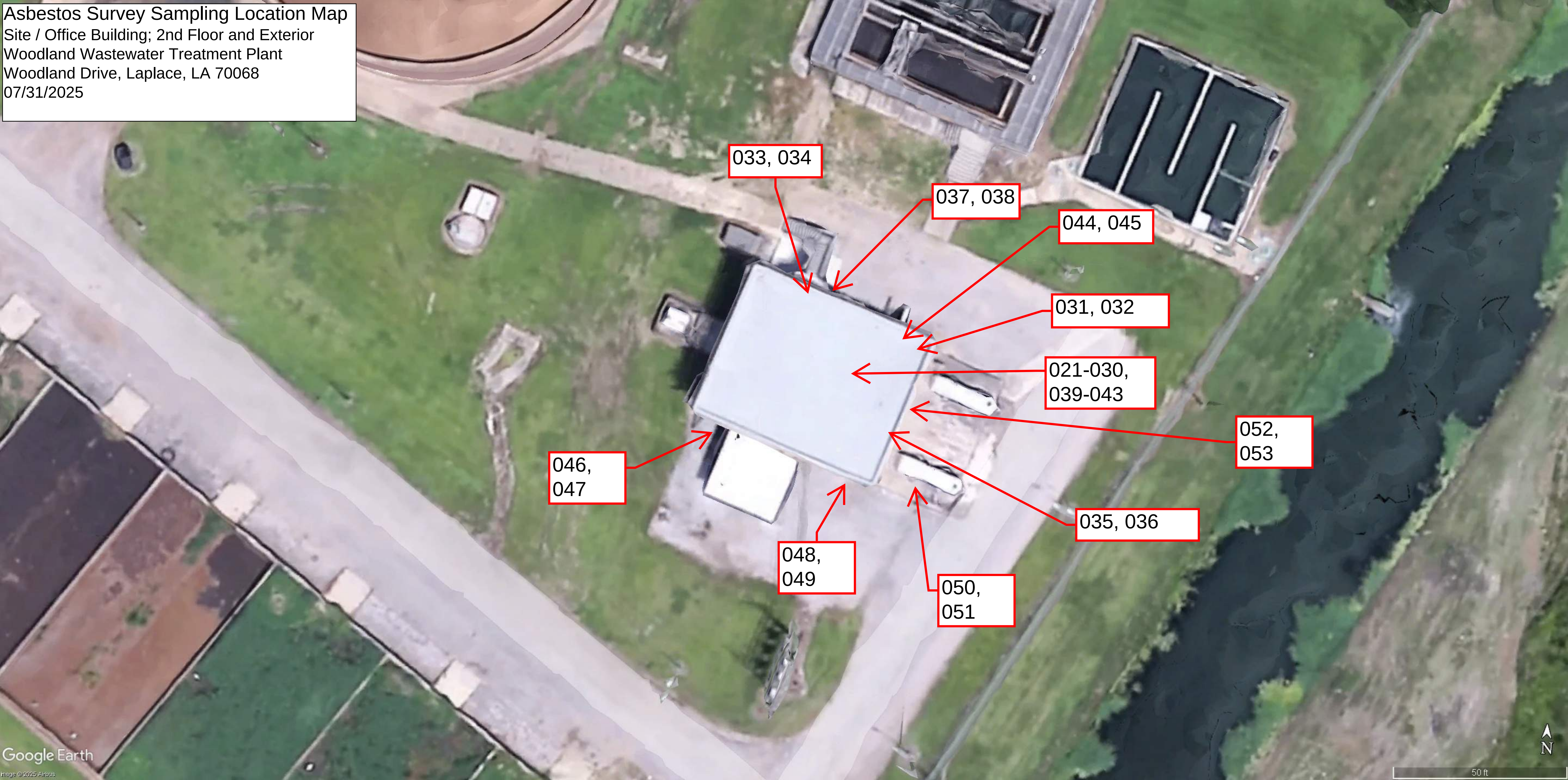
Environmental Professional: Madeline Dickson and Kate Moriarty

Sample Number	Material Description	Sample Location
SJB-056-PLM-061	Stucco	Western Treatment Unit
SJB-056-PLM-062	Stucco	Western Treatment Unit
SJB-056-PLM-063	Stucco	Western Treatment Unit
SJB-056-PLM-064	Stucco	Western Treatment Unit

Asbestos Survey Sampling Location Map
Site / Office Building; 1st Floor
Woodland Wastewater Treatment Plant
Woodland Drive, Laplace, LA 70068
07/31/2025



Asbestos Survey Sampling Location Map
Site / Office Building; 2nd Floor and Exterior
Woodland Wastewater Treatment Plant
Woodland Drive, Laplace, LA 70068
07/31/2025



Asbestos Survey Sampling Location Map
Chlorine Contact Chamber and Valves
Woodland Wastewater Treatment Plant
Woodland Drive, Laplace, LA 70068
07/31/2025



054, 055

056, 057

Asbestos Survey Sampling Location Map
Treatment Units
Woodland Wastewater Treatment Plant
Woodland Drive, Laplace, LA 70068
07/31/2025

060-064

058, 059

Photographs of confirmed non-ACM



Samples # 001 / 002
Gray Fabric Jacket Insulation
Site/Office Building, 1st Floor @ Generator
No asbestos detected



Samples # 003 / 004 / 005
Chalky Insulation w/ Silver Metal Jacket
Site/Office Building, 1st Floor @ Generator
No asbestos detected



Samples # 006 / 007
Black Vibration Dampener
Site/Office Building, 1st Floor @ Generator
No asbestos detected



Samples # 008 / 009
Sheetrock & Paint Texture
Site/Office Building, 1st Floor @ East wall
No asbestos detected

Photographs of confirmed non-ACM



Samples # 010 / 011
Black Foam Gasket
Site/Office Building, 1st Floor @ Blower 4
No asbestos detected



Samples # 012 / 013
White Fabric Gasket
Site/Office Building, 1st Floor @ Blower 4
No asbestos detected



Samples 014 / 015
Gray Air Filter Insulation
Site/Office Building, 1st Floor @ Blower 3
No asbestos detected



Samples 016 / 017 / 018
CMU & Paint Texture
Site/Office Building, 1st Floor
No asbestos detected

Photographs of confirmed non-ACM



Samples 019 / 020
Orange Rubber Gasket
Site/Office Building, 1st Floor @ Blower 2
No asbestos detected



Samples 021 / 022
Tan Baseboard & Mastic
Site/Office Building, 2nd Floor Lab
No asbestos detected



Samples 025 / 026
12" x 12" Floor Tile (tan w/ brown stripes) & Mastic
Site/Office Building, 2nd Floor Lab
< 1% Chrysotile (floor tile)
No asbestos detected (mastic)



Samples 027 / 028
Dark Brown Baseboard & Mastic
Site/Office Building, 2nd Floor
No asbestos detected

Photographs of confirmed non-ACM



Samples 029 / 030
Carpet & Mastic
Site/Office Building, 2nd Floor
No asbestos detected



Samples 031 / 032
Fiberglass Insulation
Site/Office Building, 2nd Floor
No asbestos detected



Samples 033 / 034
Door Caulk
Site/Office Building, 2nd Floor Interior @ North
No asbestos detected



Samples 035 / 036
Black Baseboard & Mastic
Site/Office Building, 2nd Floor @ Stairs
No asbestos detected

Photographs of confirmed non-ACM



Samples 037 / 038
Window Caulk
Site/Office Building, 2nd Floor Exterior @ North
No asbestos detected



Samples 039 / 040 / 041
Sheetrock & Texture
Site/Office Building, 2nd Floor
No asbestos detected



Samples 042 / 043
White Vibration Dampener
Site/Office Building, 2nd Floor Lab
No asbestos detected



Samples 044 / 045
Black Rubber Seal
Site/Office Building, 2nd Floor @ Lab Hood
No asbestos detected

Photographs of confirmed non-ACM



Samples 046 / 047
Colorless Misc. Caulk
Site/Office Building, Exterior
No asbestos detected



Samples 048 / 049
Black Foam w/ White Fabric Wrap
Site/Office Building, Exterior
No asbestos detected



Samples 050 / 051
Rubber Tank Pad
Site/Office Building, Exterior @ Tanks
No asbestos detected



Samples 052 / 053
CMU & Paint Texture
Site/Office Building, Exterior
No asbestos detected

Photographs of confirmed non-ACM



Samples 054 / 055
Red Rubber Gasket
Chlorine Contact Chamber & Valves
No asbestos detected



Samples 056 / 057
Black Pipe Coating
Exterior
No asbestos detected



Samples 058 / 059
Stucco
Treatment Units
No asbestos detected

Photographs of confirmed ACM



Samples 023 / 024
Black Countertop
Site/Office Building, 2nd Floor Lab
10% Chrysotile

STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

certifies that

Madeline W Dickson

**Has complied with all requirements of the Louisiana Department of Environmental Quality
and is authorized to perform the duties of**

Asbestos Inspector

Accreditation No. NI193349

AI No. 193349

Date of Issuance November 7, 2024

Expiration November 1, 2025

**Failure to comply with all applicable provisions of La. R.S. 2025.E. (1)(a) and La. R.S. 2025.F. (2)(a)
may result in civil and/or criminal enforcement actions by the State.**


Permit Support Services Division
Office of Environmental Services

STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

certifies that

Kate Moriarty

**Has complied with all requirements of the Louisiana Department of Environmental Quality
and is authorized to perform the duties of**

Asbestos Inspector

Accreditation No. MI247341

AI No. 247341

Date of Issuance June 23, 2025

Expiration May 2, 2026

**Failure to comply with all applicable provisions of La. R.S. 30:2025.E. (1)(a) and La. R.S. 30:2025.F. (2)(a)
may result in civil and/or criminal enforcement actions by the State.**


Public Participation & Permit Support Services Division

Office of Environmental Services

Attachment 3

Laboratory Report and Chain of Custody

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Ave, Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715

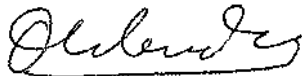
Report for:

Ms. Madeline Dickson, Kate Moriarty
Leaaf Environmental, LLC
2301 Whitney Ave
Gretna, LA 70056

Regarding: Eurofins Built Environment Testing East, LLC
Project: SJB-056; Woodland Drive Wastewater Plant Woodland Drive, Laplace, LA 70068
EML ID: 4170742

Approved by:

Dates of Analysis:
Asbestos PLM: 08-04-2025



Approved Signatory
Orestes Mendez

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EB-AS-S-1267)
NVLAP Lab Code 200738-0

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

Eurofins Built Environment Testing East, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Eurofins Built Environment Testing East, LLC

6340 NW 5th Way, Ft. Lauderdale, FL 33309

(866) 871-1984 www.eurofinsus.com/Built

Client: Leaaf Environmental, LLC

C/O: Ms. Madeline Dickson, Kate Moriarty

Re: SJB-056; Woodland Drive Wastewater Plant

Woodland Drive, Laplace, LA 70068

Date of Sampling: 07-31-2025

Date of Receipt: 08-01-2025

Date of Report: 08-04-2025

ASBESTOS PLM REPORT**Total Samples Submitted:** 64**Total Samples Analyzed:** 64**Total Samples with Layer Asbestos Content > 1%:** 2**Location: SJB-056-PLM-001, Gray Fabric Jacket Insulation**

Lab ID-Version‡: 20836166-1

Sample Layers	Asbestos Content
Gray Wrap	ND
White Insulation	ND
Composite Non-Asbestos Content:	65% Mineral Wool 5% Glass Fibers
Sample Composite Homogeneity:	Moderate

Location: SJB-056-PLM-002, Gray Fabric Jacket Insulation

Lab ID-Version‡: 20836167-1

Sample Layers	Asbestos Content
Gray Wrap	ND
White Insulation	ND
Composite Non-Asbestos Content:	65% Mineral Wool 5% Glass Fibers
Sample Composite Homogeneity:	Moderate

Location: SJB-056-PLM-003, Chalky Insulation w/ Silver Metal Jacket

Lab ID-Version‡: 20836168-1

Sample Layers	Asbestos Content
Silver Wrap	ND
White Insulation	ND
Composite Non-Asbestos Content:	5% Cellulose
Sample Composite Homogeneity:	Good

Location: SJB-056-PLM-004, Chalky Insulation w/ Silver Metal Jacket

Lab ID-Version‡: 20836169-1

Sample Layers	Asbestos Content
Silver Wrap	ND
White Insulation	ND
Composite Non-Asbestos Content:	5% Cellulose
Sample Composite Homogeneity:	Good

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All components not quantified as asbestos content and non-asbestos content are considered to be non-fibrous matrix components. Matrix components may include, but are not limited to, gypsum, paint, silicate minerals, vinyl, binder, calcium carbonate, tar, and foam.

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‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins Built Environment Testing East, LLC

6340 NW 5th Way, Ft. Lauderdale, FL 33309

(866) 871-1984 www.eurofinsus.com/Built

Client: Leaaf Environmental, LLC

C/O: Ms. Madeline Dickson, Kate Moriarty

Re: SJB-056; Woodland Drive Wastewater Plant

Woodland Drive, Laplace, LA 70068

Date of Sampling: 07-31-2025

Date of Receipt: 08-01-2025

Date of Report: 08-04-2025

ASBESTOS PLM REPORT**Location: SJB-056-PLM-005, Chalky Insulation w/ Silver Metal Jacket**

Lab ID-Version‡: 20836170-1

Sample Layers	Asbestos Content
Silver Wrap	ND
White Insulation	ND
Composite Non-Asbestos Content:	5% Cellulose
Sample Composite Homogeneity:	Good

Location: SJB-056-PLM-006, Black Vibration Dampener

Lab ID-Version‡: 20836171-1

Sample Layers	Asbestos Content
Black Wrap	ND
Composite Non-Asbestos Content:	10% Nylon
Sample Composite Homogeneity:	Moderate

Location: SJB-056-PLM-007, Black Vibration Dampener

Lab ID-Version‡: 20836172-1

Sample Layers	Asbestos Content
Black Wrap	ND
Composite Non-Asbestos Content:	10% Nylon
Sample Composite Homogeneity:	Moderate

Location: SJB-056-PLM-008, Sheetrock & Paint Texture

Lab ID-Version‡: 20836173-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

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Client: Leaaf Environmental, LLC
C/O: Ms. Madeline Dickson, Kate Moriarty
Re: SJB-056; Woodland Drive Wastewater Plant
Woodland Drive, Laplace, LA 70068

Date of Sampling: 07-31-2025
Date of Receipt: 08-01-2025
Date of Report: 08-04-2025

ASBESTOS PLM REPORT

Location: SJB-056-PLM-009, Sheetrock & Paint Texture

Lab ID-Version‡: 20836174-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: SJB-056-PLM-010, Black Foam Gasket

Lab ID-Version‡: 20836175-1

Sample Layers	Asbestos Content
Black Foam Gasket	ND
Sample Composite Homogeneity:	Good

Location: SJB-056-PLM-011, Black Foam Gasket

Lab ID-Version‡: 20836176-1

Sample Layers	Asbestos Content
Black Foam Gasket	ND
Sample Composite Homogeneity:	Good

Location: SJB-056-PLM-012, White Fabric Gasket

Lab ID-Version‡: 20836177-1

Sample Layers	Asbestos Content
White Gasket	ND
Silver Tape	ND
Composite Non-Asbestos Content:	35% Cellulose
Sample Composite Homogeneity:	Moderate

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Client: Leaaf Environmental, LLC
C/O: Ms. Madeline Dickson, Kate Moriarty
Re: SJB-056; Woodland Drive Wastewater Plant
Woodland Drive, Laplace, LA 70068

Date of Sampling: 07-31-2025
Date of Receipt: 08-01-2025
Date of Report: 08-04-2025

ASBESTOS PLM REPORT

Location: SJB-056-PLM-013, White Fabric Gasket

Lab ID-Version‡: 20836178-1

Sample Layers	Asbestos Content
White Gasket	ND
Composite Non-Asbestos Content:	15% Cellulose
Sample Composite Homogeneity:	Moderate

Location: SJB-056-PLM-014, Gray Air Filter Insulation

Lab ID-Version‡: 20836179-1

Sample Layers	Asbestos Content
Gray Insulation	ND
Composite Non-Asbestos Content:	45% Polyethylene 15% Nylon
Sample Composite Homogeneity:	Good

Location: SJB-056-PLM-015, Gray Air Filter Insulation

Lab ID-Version‡: 20836180-1

Sample Layers	Asbestos Content
Gray Insulation	ND
Composite Non-Asbestos Content:	45% Polyethylene 15% Nylon
Sample Composite Homogeneity:	Good

Location: SJB-056-PLM-016, CMU & Paint Texture

Lab ID-Version‡: 20836181-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
Gray Block	ND
Sample Composite Homogeneity:	Good

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Client: Leaaf Environmental, LLC
C/O: Ms. Madeline Dickson, Kate Moriarty
Re: SJB-056; Woodland Drive Wastewater Plant
Woodland Drive, Laplace, LA 70068

Date of Sampling: 07-31-2025
Date of Receipt: 08-01-2025
Date of Report: 08-04-2025

ASBESTOS PLM REPORT

Location: SJB-056-PLM-017, CMU & Paint Texture

Lab ID-Version‡: 20836182-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
Gray Block	ND
Sample Composite Homogeneity: Good	

Location: SJB-056-PLM-018, CMU & Paint Texture

Lab ID-Version‡: 20836183-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
Gray Block	ND
Sample Composite Homogeneity: Good	

Location: SJB-056-PLM-019, Orange Rubber Gasket

Lab ID-Version‡: 20836184-1

Sample Layers	Asbestos Content
Orange Gasket	ND
Sample Composite Homogeneity: Good	

Location: SJB-056-PLM-020, Orange Rubber Gasket

Lab ID-Version‡: 20836185-1

Sample Layers	Asbestos Content
Orange Gasket	ND
Sample Composite Homogeneity: Good	

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Client: Leaaf Environmental, LLC
C/O: Ms. Madeline Dickson, Kate Moriarty
Re: SJB-056; Woodland Drive Wastewater Plant
Woodland Drive, Laplace, LA 70068

Date of Sampling: 07-31-2025
Date of Receipt: 08-01-2025
Date of Report: 08-04-2025

ASBESTOS PLM REPORT

Location: SJB-056-PLM-021, Tan Baseboard & Mastic

Lab ID-Version‡: 20836186-1

Sample Layers	Asbestos Content
Tan Baseboard	ND
Brown Mastic	ND
Sample Composite Homogeneity: Moderate	

Location: SJB-056-PLM-022, Tan Baseboard & Mastic

Lab ID-Version‡: 20836187-1

Sample Layers	Asbestos Content
Tan Baseboard	ND
Brown Mastic	ND
Sample Composite Homogeneity: Moderate	

Location: SJB-056-PLM-023, Black Countertop

Lab ID-Version‡: 20836188-1

Sample Layers	Asbestos Content
Black Countertop	10% Chrysotile
Sample Composite Homogeneity: Good	

Location: SJB-056-PLM-024, Black Countertop

Lab ID-Version‡: 20836189-1

Sample Layers	Asbestos Content
Black Countertop	10% Chrysotile
Sample Composite Homogeneity: Good	

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Client: Leaaf Environmental, LLC
C/O: Ms. Madeline Dickson, Kate Moriarty
Re: SJB-056; Woodland Drive Wastewater Plant
Woodland Drive, Laplace, LA 70068

Date of Sampling: 07-31-2025
Date of Receipt: 08-01-2025
Date of Report: 08-04-2025

ASBESTOS PLM REPORT

Location: SJB-056-PLM-025, 12" x 12" Floor Tile (Tan w/ Brown Stripes) & Mastic

Lab ID-Version‡: 20836190-1

Sample Layers	Asbestos Content
Tan Floor Tile	< 1% Chrysotile
Black Mastic	ND
Sample Composite Homogeneity: Moderate	

Location: SJB-056-PLM-026, 12" x 12" Floor Tile (Tan w/ Brown Stripes) & Mastic

Lab ID-Version‡: 20836191-1

Sample Layers	Asbestos Content
Tan Floor Tile	< 1% Chrysotile
Black Mastic	ND
Sample Composite Homogeneity: Moderate	

Location: SJB-056-PLM-027, Dark Brown Baseboard & Mastic

Lab ID-Version‡: 20836192-1

Sample Layers	Asbestos Content
Dark Brown Baseboard	ND
Brown Mastic	ND
Sample Composite Homogeneity: Moderate	

Location: SJB-056-PLM-028, Dark Brown Baseboard & Mastic

Lab ID-Version‡: 20836193-1

Sample Layers	Asbestos Content
Dark Brown Baseboard	ND
Brown Mastic	ND
Sample Composite Homogeneity: Moderate	

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Client: Leaaf Environmental, LLC
C/O: Ms. Madeline Dickson, Kate Moriarty
Re: SJB-056; Woodland Drive Wastewater Plant
Woodland Drive, Laplace, LA 70068

Date of Sampling: 07-31-2025
Date of Receipt: 08-01-2025
Date of Report: 08-04-2025

ASBESTOS PLM REPORT

Location: SJB-056-PLM-029, Carpet & Mastic

Lab ID-Version‡: 20836194-1

Sample Layers	Asbestos Content
Gray Carpet	ND
Yellow Mastic	ND
Composite Non-Asbestos Content:	45% Synthetic Fibers 3% Polyethylene
Sample Composite Homogeneity:	Moderate

Location: SJB-056-PLM-030, Carpet & Mastic

Lab ID-Version‡: 20836195-1

Sample Layers	Asbestos Content
Gray Carpet	ND
Yellow Mastic	ND
Composite Non-Asbestos Content:	45% Synthetic Fibers 3% Polyethylene
Sample Composite Homogeneity:	Moderate

Location: SJB-056-PLM-031, Fiberglass Insulation

Lab ID-Version‡: 20836196-1

Sample Layers	Asbestos Content
Yellow Insulation	ND
Composite Non-Asbestos Content:	80% Mineral Wool
Sample Composite Homogeneity:	Good

Location: SJB-056-PLM-032, Fiberglass Insulation

Lab ID-Version‡: 20836197-1

Sample Layers	Asbestos Content
Yellow Insulation	ND
Composite Non-Asbestos Content:	80% Mineral Wool
Sample Composite Homogeneity:	Good

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Client: Leaaf Environmental, LLC
C/O: Ms. Madeline Dickson, Kate Moriarty
Re: SJB-056; Woodland Drive Wastewater Plant
Woodland Drive, Laplace, LA 70068

Date of Sampling: 07-31-2025
Date of Receipt: 08-01-2025
Date of Report: 08-04-2025

ASBESTOS PLM REPORT

Location: SJB-056-PLM-033, Door Caulk

Lab ID-Version‡: 20836198-1

Sample Layers	Asbestos Content
Brown Caulk	ND
White Texture	ND
Sample Composite Homogeneity: Good	

Location: SJB-056-PLM-034, Door Caulk

Lab ID-Version‡: 20836199-1

Sample Layers	Asbestos Content
Brown Caulk	ND
White Texture	ND
Sample Composite Homogeneity: Good	

Location: SJB-056-PLM-035, Black Baseboard & Mastic

Lab ID-Version‡: 20836200-1

Sample Layers	Asbestos Content
Black Baseboard	ND
Yellow Mastic	ND
Sample Composite Homogeneity: Good	

Location: SJB-056-PLM-036, Black Baseboard & Mastic

Lab ID-Version‡: 20836201-1

Sample Layers	Asbestos Content
Black Baseboard	ND
Yellow Mastic	ND
Sample Composite Homogeneity: Good	

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Woodland Drive, Laplace, LA 70068

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ASBESTOS PLM REPORT

Location: SJB-056-PLM-037, Window Caulk

Lab ID-Version‡: 20836202-1

Sample Layers	Asbestos Content
White Caulk with Paint	ND
Sample Composite Homogeneity:	Good

Location: SJB-056-PLM-038, Window Caulk

Lab ID-Version‡: 20836203-1

Sample Layers	Asbestos Content
White Caulk with Paint	ND
Sample Composite Homogeneity:	Good

Location: SJB-056-PLM-039, Sheetrock & Paint Texture

Lab ID-Version‡: 20836204-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: SJB-056-PLM-040, Sheetrock & Paint Texture

Lab ID-Version‡: 20836205-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
Gray Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

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Re: SJB-056; Woodland Drive Wastewater Plant
Woodland Drive, Laplace, LA 70068

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ASBESTOS PLM REPORT

Location: SJB-056-PLM-041, Sheetrock & Paint Texture

Lab ID-Version‡: 20836206-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
Cream Tape	ND
White Joint Compound	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	15% Cellulose
Sample Composite Homogeneity:	Moderate

Location: SJB-056-PLM-042, White Vibration Dampener

Lab ID-Version‡: 20836207-1

Sample Layers	Asbestos Content
White Semi-Fibrous Material	ND
Composite Non-Asbestos Content:	30% Glass Fibers
Sample Composite Homogeneity:	Good

Location: SJB-056-PLM-043, White Vibration Dampener

Lab ID-Version‡: 20836208-1

Sample Layers	Asbestos Content
White Semi-Fibrous Material	ND
Composite Non-Asbestos Content:	30% Glass Fibers
Sample Composite Homogeneity:	Good

Location: SJB-056-PLM-044, Black Rubber Seal

Lab ID-Version‡: 20836209-1

Sample Layers	Asbestos Content
Black Non-Fibrous Material	ND
Sample Composite Homogeneity:	Good

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Re: SJB-056; Woodland Drive Wastewater Plant
Woodland Drive, Laplace, LA 70068

Date of Sampling: 07-31-2025
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ASBESTOS PLM REPORT

Location: SJB-056-PLM-045, Black Rubber Seal

Lab ID-Version‡: 20836210-1

Sample Layers	Asbestos Content
Black Non-Fibrous Material	ND
Sample Composite Homogeneity: Good	

Location: SJB-056-PLM-046, Colorless Misc. Caulk

Lab ID-Version‡: 20836211-1

Sample Layers	Asbestos Content
Transparent Caulk	ND
Sample Composite Homogeneity: Good	

Location: SJB-056-PLM-047, Colorless Misc. Caulk

Lab ID-Version‡: 20836212-1

Sample Layers	Asbestos Content
Transparent Caulk with Paint	ND
Sample Composite Homogeneity: Good	

Location: SJB-056-PLM-048, Black Foam w/ White Fabric Wrap

Lab ID-Version‡: 20836213-1

Sample Layers	Asbestos Content
White Wrap	ND
Black Foam	ND
Composite Non-Asbestos Content:	10% Cotton
Sample Composite Homogeneity: Good	

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Re: SJB-056; Woodland Drive Wastewater Plant
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ASBESTOS PLM REPORT

Location: SJB-056-PLM-049, Black Foam w/ White Fabric Wrap

Lab ID-Version‡: 20836214-1

Sample Layers	Asbestos Content
White Wrap	ND
Black Foam	ND
Composite Non-Asbestos Content:	10% Cotton
Sample Composite Homogeneity:	Good

Location: SJB-056-PLM-050, Rubber Tank Pad

Lab ID-Version‡: 20836215-1

Sample Layers	Asbestos Content
Black Non-Fibrous Material with Paint	ND
Sample Composite Homogeneity:	Good

Location: SJB-056-PLM-051, Rubber Tank Pad

Lab ID-Version‡: 20836216-1

Sample Layers	Asbestos Content
Black Non-Fibrous Material with Paint	ND
Sample Composite Homogeneity:	Good

Location: SJB-056-PLM-052, CMU & Paint Texture

Lab ID-Version‡: 20836217-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
Gray Concrete	ND
Sample Composite Homogeneity:	Good

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C/O: Ms. Madeline Dickson, Kate Moriarty
Re: SJB-056; Woodland Drive Wastewater Plant
Woodland Drive, Laplace, LA 70068

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ASBESTOS PLM REPORT

Location: SJB-056-PLM-053, CMU & Paint Texture

Lab ID-Version‡: 20836218-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
Gray Concrete	ND
Sample Composite Homogeneity: Good	

Location: SJB-056-PLM-054, Red Rubber Gasket

Lab ID-Version‡: 20836219-1

Sample Layers	Asbestos Content
Red Gasket	ND
Sample Composite Homogeneity: Good	

Location: SJB-056-PLM-055, Red Rubber Gasket

Lab ID-Version‡: 20836220-1

Sample Layers	Asbestos Content
Red Gasket	ND
Sample Composite Homogeneity: Good	

Location: SJB-056-PLM-056, Black Pipe Coating

Lab ID-Version‡: 20836221-1

Sample Layers	Asbestos Content
Black Coating	ND
Sample Composite Homogeneity: Good	

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Woodland Drive, Laplace, LA 70068

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ASBESTOS PLM REPORT

Location: SJB-056-PLM-057, Black Pipe Coating

Lab ID-Version‡: 20836222-1

Sample Layers	Asbestos Content
Black Coating	ND
Sample Composite Homogeneity: Good	

Location: SJB-056-PLM-058, Stucco

Lab ID-Version‡: 20836223-1

Sample Layers	Asbestos Content
Gray Stucco with Paint	ND
Sample Composite Homogeneity: Good	

Location: SJB-056-PLM-059, Stucco

Lab ID-Version‡: 20836224-1

Sample Layers	Asbestos Content
Gray Stucco with Paint	ND
Sample Composite Homogeneity: Good	

Location: SJB-056-PLM-060, Stucco

Lab ID-Version‡: 20836225-1

Sample Layers	Asbestos Content
Gray Stucco with Paint	ND
Sample Composite Homogeneity: Good	

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Eurofins Built Environment Testing East, LLC

6340 NW 5th Way, Ft. Lauderdale, FL 33309

(866) 871-1984 www.eurofinsus.com/Built

Client: Leaaf Environmental, LLC

C/O: Ms. Madeline Dickson, Kate Moriarty

Re: SJB-056; Woodland Drive Wastewater Plant

Woodland Drive, Laplace, LA 70068

Date of Sampling: 07-31-2025

Date of Receipt: 08-01-2025

Date of Report: 08-04-2025

ASBESTOS PLM REPORT**Location: SJB-056-PLM-061, Stucco**

Lab ID-Version‡: 20836226-1

Sample Layers	Asbestos Content
Gray Stucco with Paint	ND
Sample Composite Homogeneity: Good	

Location: SJB-056-PLM-062, Stucco

Lab ID-Version‡: 20836227-1

Sample Layers	Asbestos Content
Gray Stucco with Paint	ND
Sample Composite Homogeneity: Good	

Location: SJB-056-PLM-063, Stucco

Lab ID-Version‡: 20836228-1

Sample Layers	Asbestos Content
Gray Stucco with Paint	ND
Sample Composite Homogeneity: Good	

Location: SJB-056-PLM-064, Stucco

Lab ID-Version‡: 20836229-1

Sample Layers	Asbestos Content
Gray Stucco with Paint	ND
Sample Composite Homogeneity: Good	

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Woodland Drive, Laplace, LA 70068

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ASBESTOS PLM REPORT

PROJECT ANALYSTS AND SIGNATORY REPORT

Project Analysts



Analyst: Katelyn Carpi



Analyst: Orestes Mendez

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Asbestos Chain of Custody



004170742

Project Name	Woodland Drive Wastewater Plant	Project #	SJB-056
Address	Woodland Drive, Laplace, LA 70068		
Leaaf Contact	Madeline Dickson	Email	IAQDivision@leaaf.com
Sample By	Madeline Dickson and Kate Moriarty	Sample Date	07/31/2025

Analysis	☒ PLM (EPA method 600/R-93-116)	☐ PCM NIOSH 7400
	☐ Point Count 400 (down to <0.25%)	☐ PCM-OSHA w 8hr TWA
Turnaround	☐ Same Day (8 hr) ☒ Next Day (24 Hr) ☐ Standard (2 days) ☐ Holiday Weekend	

Sample #	Description	Volume, Area or HA# (as Applicable)
SJB-056-PLM-001	Gray Fabric Jacket Insulation	Site/Office Building, 1 st Floor @ Generator
SJB-056-PLM-002	Gray Fabric Jacket Insulation	Site/Office Building, 1 st Floor @ Generator
SJB-056-PLM-003	Chalky Insulation w/ Silver Metal Jacket	Site/Office Building, 1 st Floor @ Generator
SJB-056-PLM-004	Chalky Insulation w/ Silver Metal Jacket	Site/Office Building, 1 st Floor @ Generator
SJB-056-PLM-005	Chalky Insulation w/ Silver Metal Jacket	Site/Office Building, 1 st Floor @ Generator
SJB-056-PLM-006	Black Vibration Dampener	Site/Office Building, 1 st Floor @ Generator
SJB-056-PLM-007	Black Vibration Dampener	Site/Office Building, 1 st Floor @ Generator
SJB-056-PLM-008	Sheetrock & Paint Texture	Site/Office Building, 1 st Floor @ East wall
SJB-056-PLM-009	Sheetrock & Paint Texture	Site/Office Building, 1 st Floor @ East wall
SJB-056-PLM-010	Black Foam Gasket	Site/Office Building, 1 st Floor @ Blower 4
SJB-056-PLM-011	Black Foam Gasket	Site/Office Building, 1 st Floor @ Blower 4
SJB-056-PLM-012	White Fabric Gasket	Site/Office Building, 1 st Floor @ Blower 4
SJB-056-PLM-013	White Fabric Gasket	Site/Office Building, 1 st Floor @ Blower 4
SJB-056-PLM-014	Gray Air Filter Insulation	Site/Office Building, 1 st Floor @ Blower 3
SJB-056-PLM-015	Gray Air Filter Insulation	Site/Office Building, 1 st Floor @ Blower 3

Receiving Laboratory	Address	Phone Number
EMLab P&K	6340 NW 5th Way, Ft. Lauderdale, FL 33309	(954) 776-8400

Relinquished By	Date / Time	Received By	Date / Time
K. Moriarty	07/31/25 3:30 PM	FedEx	8184 6665 0672
Fedex	See shipping docs		
			8.1.25 10:20



Asbestos Chain of Custody



004170742

Project Name	Woodland Drive Wastewater Plant	Project #	SJB-056
Address	Woodland Drive, Laplace, LA 70068		
Leaaf Contact	Madeline Dickson	Email	IAQDivision@leaaf.com
Sample By	Madeline Dickson and Kate Moriarty	Sample Date	07/31/2025

Analysis	☒ PLM (EPA method 600/R-93-116)	☐ PCM NIOSH 7400
	☐ Point Count 400 (down to <0.25%)	☐ PCM-OSHA w 8hr TWA
		☐ TEM AHERA (40 CFR part 763 Appendix A subpart E)
Turnaround	☐ Same Day (8 hr) ☒ Next Day (24 Hr) ☐ Standard (2 days) ☐ Holiday Weekend	

Sample #	Description	Volume, Area or HA# (as Applicable)
SJB-056-PLM-016	CMU & Paint Texture	Site/Office Building, 1 st Floor @ South Wall
SJB-056-PLM-017	CMU & Paint Texture	Site/Office Building, 1 st Floor @ East Wall
SJB-056-PLM-018	CMU & Paint Texture	Site/Office Building, 1 st Floor @ Hallway
SJB-056-PLM-019	Orange Rubber Gasket	Site/Office Building, 1 st Floor @ Blower 2
SJB-056-PLM-020	Orange Rubber Gasket	Site/Office Building, 1 st Floor @ Blower 2
SJB-056-PLM-021	Tan Baseboard & Mastic	Site/Office Building, 2 nd Floor Lab
SJB-056-PLM-022	Tan Baseboard & Mastic	Site/Office Building, 2 nd Floor Lab
SJB-056-PLM-023	Black Countertop	Site/Office Building, 2 nd Floor Lab
SJB-056-PLM-024	Black Countertop	Site/Office Building, 2 nd Floor Lab
SJB-056-PLM-025	12" x 12" Floor Tile (tan w/ brown stripes) & Mastic	Site/Office Building, 2 nd Floor Lab
SJB-056-PLM-026	12" x 12" Floor Tile (tan w/ brown stripes) & Mastic	Site/Office Building, 2 nd Floor Lab
SJB-056-PLM-027	Dark Brown Baseboard & Mastic	Site/Office Building, 2 nd Floor
SJB-056-PLM-028	Dark Brown Baseboard & Mastic	Site/Office Building, 2 nd Floor
SJB-056-PLM-029	Carpet & Mastic	Site/Office Building, 2 nd Floor
SJB-056-PLM-030	Carpet & Mastic	Site/Office Building, 2 nd Floor

Receiving Laboratory	Address	Phone Number
EMLab P&K	6340 NW 5th Way, Ft. Lauderdale, FL 33309	(954) 776-8400

Relinquished By	Date / Time	Received By	Date / Time
K Moriarty	07/31/25 3:30 PM	FedEx	8184 6665 0672
FedEx	See shipping docs		
		AK	8.1.25 10:20



Asbestos Chain of Custody



004170742

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Address	Woodland Drive, Laplace, LA 70068		
Leaaf Contact	Madeline Dickson	Email	IAQDivision@leaaf.com
Sample By	Madeline Dickson and Kate Moriarty	Sample Date	07/31/2025

Analysis	☒ PLM (EPA method 800/R-93-116)	☐ PCM NIOSH 7400
	☐ Point Count 400 (down to <0.25%)	☐ PCM-OSHA w 8hr TWA
Turnaround	☐ TEM AHERA (40 CFR part 763 Appendix A subpart E)	
	☐ Same Day (8 hr) ☒ Next Day (24 Hr) ☐ Standard (2 days) ☐ Holiday Weekend	

Sample #	Description	Volume, Area or HA# (as Applicable)
SJB-056-PLM-031	Fiberglass Insulation	Site/Office Building, 2 nd Floor Lab
SJB-056-PLM-032	Fiberglass Insulation	Site/Office Building, 2 nd Floor Lab
SJB-056-PLM-033	Door Caulk	Site/Office Building, 2 nd Floor Interior @ North
SJB-056-PLM-034	Door Caulk	Site/Office Building, 2 nd Floor Interior @ North
SJB-056-PLM-035	Black Baseboard & Mastic	Site/Office Building, 2 nd Floor @ Stairs
SJB-056-PLM-036	Black Baseboard & Mastic	Site/Office Building, 2 nd Floor @ Stairs
SJB-056-PLM-037	Window Caulk	Site/Office Building, 2 nd Floor Exterior @ North
SJB-056-PLM-038	Window Caulk	Site/Office Building, 2 nd Floor Exterior @ North
SJB-056-PLM-039	Sheetrock & Paint Texture	Site/Office Building, 2 nd Floor
SJB-056-PLM-040	Sheetrock & Paint Texture	Site/Office Building, 2 nd Floor
SJB-056-PLM-041	Sheetrock & Paint Texture	Site/Office Building, 2 nd Floor
SJB-056-PLM-042	White Vibration Dampener	Site/Office Building, 2 nd Floor Lab
SJB-056-PLM-043	White Vibration dampener	Site/Office Building, 2 nd Floor Lab
SJB-056-PLM-044	Black Rubber Seal	Site/Office Building, 2 nd Floor @ Lab Hood
SJB-056-PLM-045	Black Rubber Seal	Site/Office Building, 2 nd Floor @ Lab Hood

Receiving Laboratory	Address	Phone Number
EMLab P&K	6340 NW 5th Way, Ft. Lauderdale, FL 33309	(954) 776-8400

Relinquished By	Date / Time	Received By	Date / Time
K. Moriarty	07/31/25 3:30 PM	FedEx	8184 6665 0672
Fedex	See shipping docs		8.1.25 10:20



Asbestos Chain of Custody



004170742

Project Name	Woodland Drive Wastewater Plant	Project #	SJB-056
Address	Woodland Drive, Laplace, LA 70068		
Leaaf Contact	Madeline Dickson	Email	IAQDivision@leaaf.com
Sample By	Madeline Dickson and Kate Moriarty	Sample Date	07/31/2025

Analysis	☒ PLM (EPA method 600/R-93-116)	☐ PCM NIOSH 7400
	☐ Point Count 400 (down to <0.25%)	☐ PCM-OSHA w 8hr TWA
		☐ TEM AHERA (40 CFR part 763 Appendix A subpart E)
Turnaround	☐ Same Day (8 hr) ☒ Next Day (24 Hr) ☐ Standard (2 days) ☐ Holiday Weekend	

☐ Refer to Attached Data Sheet

Sample #	Description	Volume, Area or HA# (as Applicable)
SJB-056-PLM-046	Colorless Misc. Caulk	Site/Office Building, Exterior
SJB-056-PLM-047	Colorless Misc. Caulk	Site/Office Building, Exterior
SJB-056-PLM-048	Black Foam w/ White Fabric Wrap	Site/Office Building, Exterior
SJB-056-PLM-049	Black Foam w/ White Fabric Wrap	Site/Office Building, Exterior
SJB-056-PLM-050	Rubber Tank Pad	Site/Office Building, Exterior @ Tanks
SJB-056-PLM-051	Rubber Tank Pad	Site/Office Building, Exterior @ Tanks
SJB-056-PLM-052	CMU & Paint Texture	Site/Office Building, Exterior
SJB-056-PLM-053	CMU & Paint Texture	Site/Office Building, Exterior
SJB-056-PLM-054	Red Rubber Gasket	Chlorine Contact Chamber & Valves
SJB-056-PLM-055	Red Rubber Gasket	Chlorine Contact Chamber & Valves
SJB-056-PLM-056	Black Pipe Coating	Exterior
SJB-056-PLM-057	Black Pipe Coating	Exterior
SJB-056-PLM-058	Stucco	Eastern Treatment Unit
SJB-056-PLM-059	Stucco	Eastern Treatment Unit
SJB-056-PLM-060	Stucco	Western Treatment Unit
SJB-056-PLM-061	Stucco	Western Treatment Unit
SJB-056-PLM-062	Stucco	Western Treatment Unit
SJB-056-PLM-063	Stucco	Western Treatment Unit
SJB-056-PLM-064	Stucco	Western Treatment Unit

Receiving Laboratory	Address	Phone Number
EMLab P&K	6340 NW 5th Way, Ft. Lauderdale, FL 33309	(954) 776-8400

Relinquished By	Date / Time	Received By	Date / Time
K Moriarty	7/31/25 3:30 PM	FedEx	8184 6665 0672
Fedex	See shipping docs		
		<i>AK</i>	8-1-25 10:20



**STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY**

Is hereby granting a Louisiana Environmental Laboratory Accreditation to



**Eurofins EPK Built Environment Testing East - Ft. Lauderdale
6340 NW 5th Way
Fort Lauderdale, Florida 33309**

**Agency Interest No. 144892
Activity No. ACC20240002**

According to the Louisiana Administrative Code, Title 33, Part I, Subpart 3, LABORATORY ACCREDITATION, the State of Louisiana formally recognizes that this laboratory is technically competent to perform the environmental analyses listed on the scope of accreditation detailed in the attachment.

The laboratory agrees to perform all analyses listed on this scope of accreditation according to the Part I, Subpart 3 requirements and acknowledges that continued accreditation is dependent on successful ongoing compliance with the applicable requirements of Part I. Please contact the Department of Environmental Quality, Louisiana Environmental Laboratory Accreditation Program (LELAP) to verify the laboratory's scope of accreditation and accreditation status.

Accreditation by the State of Louisiana is not an endorsement or a guarantee of validity of the data generated by the laboratory. Accreditation of the environmental laboratory does not imply that a product, process, system, or person is approved by LELAP. To be accredited initially and maintain accreditation, the laboratory agrees to participate in two single-blind, single-concentration PT studies, where available, per year for each field of testing for which it seeks accreditation or maintains accreditation as required in LAC 33:1.4711.

Tonya Landry
Administrator
Public Participation and Permit Support Division

Issued Date: 6/30/2025

Effective Date: July 1, 2025

Expiration Date: June 30, 2026

Certificate Number: 04153

Appendix C

Sources of Information

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Ave, Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715

Sources of Information

1. Louisiana Department of Environmental Quality (LDEQ)
 - Title 33, Part III *Section* §2701. Asbestos-Containing Materials in Schools and State Buildings Regulation. 04/14
 - Title 33, Part III *Section* §5151 Emission Standards for Asbestos. 04/14
2. National Institute of Occupational Safety and Health (NIOSH)
 - NIOSH Method 9002 Issue #2 Asbestos (bulk) by PLM. NIOSH Manual of Analytical Methods (NMAM), Issue 1: 15 May 1989 - Issue 2: 15 August 1994.
3. U.S Occupation Safety and Health Administration (OSHA)
 - Final Rules Title 29, Part 1910, Section 1001 of the Code of Federal Regulations
 - Final Rules Title 29, Part 1926, Section 1101 of the Code of Federal Regulations
 - Final Rules Title 29, Part 1910, Section 120 of the Code of Federal Regulations
4. U.S. Environmental Protection Agency (EPA)
 - Asbestos-Containing Materials in Schools, 40 CFR Part 763, Subpart E
 - Asbestos national Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61, Subpart M
5. United States Risk Management, LLC (2013). Asbestos, Lead and Additional Hazards Survey Report, 6110 and 6230 Bienvenue Street, New Orleans, Louisiana. USRM Project No. 15130197-1.

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Ave, Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715



August 5, 2025
Sent via Email: jtheriot@deii.net
Leaaf #: SJB-056

Reed Alexander
St. John the Baptist Parish
1811 West Airline Highway
LaPlace, LA 70068

**RE: Hazardous Materials Survey Report
Woodland Drive Wastewater Plant
Woodland Dr, Laplace, LA 70068**

Dear Mr. Alexander:

The following letter report summarizes the findings of the Hazardous Materials Survey completed by Leaaf Environmental, LLC (Leaaf). The survey included a visual inspection of all accessible interior and exterior spaces throughout the building to identify and inventory potential hazardous materials that require special management prior to disposal or renovation/demolition activities. The survey was conducted for the Woodland Drive Wastewater Plant located at Woodland Dr, Laplace, LA 70068. Refer to Appendix A for an illustration of the location of the property.

Survey

The hazardous materials survey was conducted on July 31, 2025, by Anthony Sagnard and Madeline Dickson of Leaaf. A visual walkthrough of the building was performed to inspect equipment and materials that may contain hazardous components and have potential for environmental impacts due to improper storage or disposal. During the survey, various equipment and materials were also inventoried for possible salvage and recycling. The survey was conducted in accordance with the procedures detailed in Appendix B – Attachment 1. A spreadsheet detailing the potential hazardous materials observed or identified during the survey and estimated quantities of the materials can be found in Appendix B – Attachment 2.

It should be noted that the term “hazardous materials” used in this report generally describes materials that may be considered non-hazardous or hazardous and may require special handling, recycling, disposal, and shipping. No physical samples were collected, and subsurface areas were not included as part of the survey. Electrical power to the buildings were connected at the time of the survey; therefore, no attempt was made to disassemble devices or visually inspect suspect materials within the devices, equipment, or appliances.

Findings

Potentially hazardous materials were visually observed on the property. Proper management and/or disposal of identified materials prior to any renovation and or demolition activities can prevent potential exposures and harm to employees, the public, and/or the environment. Many of the materials identified at the site can be recycled or simply included as demolition waste. Some of the materials contain chemicals or products that require special handling, disposal, and shipping if they will no longer be used for their intended purpose. Please note that reported quantities are estimates only and should be independently verified prior to disposal or renovation/demolition activities.

1	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Avenue Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715



The following will summarize the materials found on the property and would require special handling, transportation, disposal, and/or recycling:

- Electronic Waste (E-Waste): E-waste is classified by the EPA as Universal Wastes and requires special disposal. Recycling of E-waste reduces the releases of heavy metals like lead, cadmium, copper, and chromium into the environment which contribute to contaminants in our air, water, and landfills. E-waste refers to any unwanted electronic device, equipment or appliance containing a circuit board, or cathode ray tube (CRT). The following E-wastes were observed on the interior and exterior of the building: remote monitoring system, office telephone, handheld remote, digital thermostat, dissolved oxygen meter, relay, record player, microscope, display panel, cable/fuse/breaker box component, safety switch panel component, wiring, gas detector, and gas flow meter.
- Large Batteries: Large batteries are classified by the EPA as Universal Wastes and require special disposal as they can contain acids and/or metals that need to be properly recycled or disposed of as hazardous waste. Universal Waste batteries include but are not limited to battery types containing lead acid, nickel, cadmium, lithium (greater than nine volts [9V]), silver, and/or mercury, and are often found in e-waste and large equipment. The following devices that have or may contain large batteries were observed on the interior and exterior of the building: emergency lighting, commercial lead-acid battery, UPS backup.
- White Waste and Large Appliances: White waste and large appliances may contain chemicals or products such as refrigerants, polychlorinated biphenyl (PCB)-containing capacitors or ballasts, and metals that require special handling and disposal if they will no longer be used for their intended purpose. Appliances in good operating order may be reused or recycled. The following white waste and large appliances were observed on the interior of the building: sump pump, portable pump, water heater.
- Ozone-Depleting Substances (ODS) and Refrigerants: Federal laws prohibit releases and also require recovery of these substances in accordance with 40 CFR 82. ODS include equipment and appliances that contain manmade refrigerants (i.e., freon, chlorofluorocarbons (CFCs), and hydrochlorofluorocarbons (HCFCs)) or compressor oils. Equipment that is to be removed or dismantled will need to have a contractor licensed to recover and collect the refrigerants. The following ODS were observed on the interior and exterior of the building: window A/C unit, central HVAC unit, refrigerator.
- Hazardous Chemicals: Hazardous chemicals require special disposal and are regulated by federal, state, and/or local laws. Recovered liquids may be sent to a licensed reclaimer or incineration facility. Contaminated material must be disposed of in a permitted waste management facility. Consult federal, state, and local authorities for approved procedures. The following hazardous chemicals were observed on the interior and exterior of the building: antifreeze, multi-purpose absorbent, diesel exhaust fluid, calcium hypochlorite tablets, sulfuric acid, thread cutting oil, cable pulling lubricant, heavy duty lubricant can, general lubricant can, pH neutralizer solution, chlorine self-filling ampoule, gear and bearing oil drum, diesel exhaust drum, PowerTran Fluid drum, bleach drum.

- Paints, Sealants, Miscellaneous Commercial Chemicals: Paints contain chemicals (typically volatiles and/or metals) that require special disposal. The oils, solvents, and heavy metals in paint, if released into the environment, could potentially contaminate the soil, water, and/or air. The following were observed on the interior of the building: semigloss latex paint, purple primer, acrylic conditioner, clear silicone adhesive.
- Pressure Vessels: Pressure vessels such as fire extinguishers and cylinders may contain chemicals that will require special disposal or recycling, unless they are going to be reused. Pressure vessels can often be recycled back to the dealer/distributor, recycled as scrap metal, or disposed of as construction debris after properly discharging and/or recovering the gases within the cylinders and tanks. The following pressure vessel was observed on the interior and exterior of the building: fire extinguisher, chlorine cylinder, sulfur dioxide cylinder, chlorine tank, oxygen cylinder, escape breathing air supply tank, personal breathing air tank.
- Commercial and Industrial Equipment: Large commercial and industrial equipment may contain gasoline, diesel, fuel oils, or other chemicals that may require special disposal. These materials may be recycled as scrap metal if it is determined that they do not contain any other materials which would require special handling, transportation, or disposal. The following commercial and industrial equipment were observed on the interior and exterior of the building: high-voltage turbo compressor/blower (turbo A/S with associated compressors, fans, motors), engine generator (Caterpillar 3400 with associated motors, control panels), tank vent motor, clarifier motor (Sew-Eurodrive with associated control panels, motors), water aerator (Aqua Aerobic Systems with associated aerators, motors, control panels), wastewater grinder (Dimminutor with associated control panels), regenerative blower (Regen-air), dry transformer, vent hood, sample oven, vent hood, water distiller, motors.
- Waste Tires: Waste tires can be recycled if it is determined that these items do not contain any other materials which would require special handling, transportation, disposal, and if they are not going to be reused. State regulations restrict the storage or transportation of more than 20 whole waste tires. Refer to Louisiana Administrative Code, Title 33, Part VII, Solid Waste - Subpart 2, Chapter 105 for more details. The following waste tires were observed on the exterior of the building: construction vehicle tracks.
- Scrap Metal: Equipment and building materials can be recycled as scrap metal if it is determined that these items do not contain any other materials which would require special handling, transportation, disposal, and if they are not going to be reused. The following scrap metal equipment and materials were observed on the interior and exterior of the building: Wall Fan Unit, Fencing, fuse/circuit breaker boxes, electrical/safety panel boxes, dumpsters, desks, tables, file cabinets, light poles, doors, overhead lift equipment.
- Potential PCB-Containing Devices and Ballasts: PCBs are strictly regulated because of their toxicity and persistence in the environment. Management of PCBs is based on their concentration in an item. Materials with PCB concentrations of 50 parts per million (PPM) or greater are regulated by the EPA under the Toxic Substances Control Act. PCB-containing devices and ballasts may contain PCB oils which should be removed and properly handled, collected, stored, transported and recycled or disposed of by an approved recycling or

disposal facility in accordance with the requirements of Title 22 CCR 67426.1. All potential PCB-containing devices and ballasts should be inspected prior to demolition or disposal to determine if they contain PCBs. Unless devices and ballasts are marked with a label stating, “No PCBs or PCB Free”, they must be assumed to contain PCBs and should be disposed of as hazardous waste if removed. Devices and ballasts with labels marked “No PCB’s or PCB Free” can be considered as such and should be treated and disposed of as universal electronic waste. The following potential PCB-containing devices and ballasts were observed or are believed to be present on the interior and exterior of the building: fluorescent light ballasts (internally mounted and not accessed), wet transformers (no visible labels and not internally accessed).

- **Universal Waste Bulbs:** Light-emitting diode (LED) lamps, fluorescent light tubes, and fluorescent bulbs are classified by the EPA as Universal Wastes and will need to be removed prior to demolition of the building and recycled or disposed of in accordance with applicable laws and regulations. During removal or disposal, all bulbs should be handled in a manner so as not to break the bulbs or damage the ballasts. During demolition, disposal, or construction activities, there is the potential for Universal Waste bulbs to be removed in sufficient quantities that will require special disposal. Under the Universal Waste Rule, a hazardous waste generator license is not required if the hazardous waste is less than 220 lbs., and the waste is generated and properly disposed of within one calendar month. “Green Markings” or green end caps on fluorescent light bulbs indicate that they may be disposed of in dumpsters or as ordinary trash. The following universal waste bulbs were observed or are believed to be present on the interior and exterior of the building: ceiling-mounted fluorescent light fixtures containing tube-style fluorescent light tubes and bulbs (assumed – fixtures not accessed), light pole and wall mounted high intensity discharge (HID) lamp fixtures containing metal halide lamps, LED lights, individual standard bulbs.

Conclusions

Miscellaneous hazardous materials and universal waste materials are present at the Woodland Drive Wastewater Plant. It is recommended that as part of any demolition or renovation, all identified hazardous materials/universal waste materials identified that are not going to be relocated or reused on-site be properly recycled and/or disposed of in accordance with all applicable laws and regulations, to include proper storage, labeling of containers, manifesting, and training of all employees handling regulated and/or hazardous waste materials.

Improper management and/or disposal of hazardous waste can potentially expose employees, the public, and/or the environment to impending harm. Federal regulations pertaining to hazardous waste include 40 CFR Parts 260 through 273 and detail the Resource Conservation and Recovery Act (RCRA) of 1976 requirements, including “generator” standards for managing hazardous wastes (Part 262) and hazardous waste determinations for solid wastes (Part 262, Section 262.11). All workers who are required to remove or handle chemical hazards or transport or dispose of chemical wastes shall be trained and certified as required by the U.S. Department of Labor (29 CFR 1910.120) along with other specific training, monitoring and utilizing special safety equipment for the specific hazard. (i.e., bloodborne pathogen training for sharps). Transportation of chemical hazards are regulated by U.S. Department of Transportation regulations under 49 CFR Parts 171 to 178 amongst others.



August 5, 2025
Sent via Email: jtheriot@deii.net
Leaaf #: SJB-056

If there are any questions or additional information is needed, please contact me at (504) 342-2687.

Sincerely,
Leaaf Environmental, LLC

Madeline Dickson
Environmental Scientist

Anthony Sagnard
Environmental Scientist

Suzanne Sicotte
Environmental Scientist

Attachment (support documents)

Appendices

Appendix A – Property Location Map

Appendix B – Haz Mat Survey Support Documentation

Attachment 1 – Survey Methodology

Attachment 2 – Field Documentation

Appendix C – Sources of Information

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Avenue Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715

Appendix A

Property Location Map

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Avenue Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715



 Leaaf Environmental, LLC www.leaaf.com	Source:	Property:	Drawing Name:
	Google Earth, 2025	Woodland Drive Wastewater Plant Woodland Dr, Laplace, LA 70068	Property Location Map

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Avenue Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715

Appendix B

Haz Mat Survey Support Documentation

Attachment 1 – Survey Methodology

Attachment 2 – Field Documentation

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Avenue Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715

Attachment 1

Survey Methodology

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Avenue Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715

General Procedures:

Leaaf conducted a room-by-room visual survey of the buildings and inspected the grounds associated with the properties for suspected hazardous materials. Leaaf noted any hazardous or non-hazardous materials that require special handling for disposal/recycling discovered during the inspection and documented their location. Subsequent to the physical inspection of the properties and grounds, Leaaf reviews the data assembled during the inspection and makes statements for the potential hazards associated with each item identified. Handling and or disposal of those hazardous materials or non-hazardous materials found can be disposed/recycled/reused; therefore, final disposition of the material will need to be determined at the time the materials are considered no longer wanted.

Regulatory Authority:

Universal Waste: The Environmental Protection Agency (EPA) regulates the management of hazardous waste through the Resource Conservation and Recovery Act (RCRA) Subtitle C (40 CFR Part 260). The RCRA hazardous waste program regulates commercial businesses and government facilities that generate, transport, treat, store, or dispose of hazardous waste.

The State of Louisiana further regulates the management of hazardous waste through the Louisiana Administrative Code Title 33 Part V Chapter 38. In addition to the above-mentioned universal wastes, the State of Louisiana also regulates:

- Batteries
- Pesticides
- Circuit board-containing electronics
- Antifreeze

Hazardous materials are items which are regulated by the Department of Transportation (DOT) within the Code of Federal Regulations (CFR) 49 parts 100 to 185. If any material meets the definition of a Hazardous Material Class 1 through 9, then specialized handling and disposal requirements must be followed. For example, smoke detectors containing a radioactive source may meet the requirements for Class 7 Radioactive Materials within DOT 49 CFR. In addition, many items that are considered non-hazardous may require specialized handling and disposal as well. Typical household chemicals and e-waste are examples of non-hazardous materials requiring specialized handling and disposal.

Limitations:

The survey performed by Leaaf was limited to areas entered and surveyed. Although Leaaf provided a list of materials and an estimate of the quantity of those materials, this data reflects only accessible areas without moving items to expose other areas at the time of the inspection.

Classification of the material as hazardous may require sampling and analysis to determine its hazardous characteristics. This survey performed no sampling and analysis; therefore, some materials may have been identified as hazardous but may not actually be considered hazardous.

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Avenue Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715

This report was developed and incorporates information that was obtainable within a reasonable time, cost and direction by the Client and/or Client's representative. Leaaf makes no warranties as to the conclusions or opinions made by others based on the information presented in this report. This report is provided to the Client only and is intended to assist the Client in making an informed decision about the property. Leaaf's opinions are based on the site conditions at the time of the survey. As hazardous materials are affected by environmental and site conditions at the time of the survey, there is the possibility that changing conditions could drastically affect the levels detected.

This report should not be altered or copied without Leaaf's written permission.

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Avenue Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715

Attachment 2

Field Documentation

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Avenue Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715

Location	Floor	E-waste	Large Batteries	White Waste	Commercial & Industrial Equipment	Refrigerants	General Cleaning Chemicals	Hazardous Chemicals	Paints, Sealants, etc.	Unlabeled Containers	Fire Extinguisher	Cylinders & Tanks	Mercury Containing Materials	Potential PCB Containing Devices	Potential PCB Containing Ballasts (2x4')	Scrap Metal	Fluorescent Lights (2x4')	Fluorescent Lights (4x4')	Fluorescent Light Individual Bulbs	Waste Tire		Notes
Office Building	1	32	5	5	5		2	29	3	8	2	1	2		12	3	12		2			Blowers in various states of disrepair
Office Building	2	102	3	1	3	3	26	15	4	1	2	6	1			3	6	10				
Office Building Immediate Exterior	1	16	1		1			2		3		9	9			2						
Chlorine Contact Chamber (Disinfection)	1				1											1						
Secondary Treatment (Aerators)	1	6			3											2						
Primary Treatment (Clarifiers)	1	9			4								2			3						
Exterior	1	3						1					18	3					8	2		
Total		168	9	6	17	3	28	47	7	12	4	16	32	3	12	14	18	10	10	2		

Note: Quantities are estimates only and should be independently verified.

*It should be noted that the following areas were inaccessible at the time of the survey:

Office Bldg 1st. Floor Cage Area Beneath Stairwell

E-waste:	Remote Monitoring System, Office Telephone, Handheld Remote, Digital Thermostat, Dissolved Oxygen Meters, Relays, record player, microscope, display panels, cable/fuse/breaker box components, safety switch panel components, wiring, gas detectors, gas flow meters
Large Batteries:	Emergency Lighting, Commercial Lead-Acid Battery, UPS Backup
White Waste:	septic pump, portable pump, water heater,
Commercial & Industrial Equipment:	High-voltage Turbo Compressor/Blower (Turbo A/S with associated compressors, fans, motors), Engine Generator (Caterpillar 3400 with associated motors, control panels), Tank Vent Motor, Clarifier Motor (Sew-Eurodrive with associated control panels, motors), Water Aerator (Aqua Aerobic Systems with associated aerators, motors, control panels), Wastewater Grinder (Dimminutor with associated control panels), Regenerative Blower (Regen-air), Dry Transformer, Vent Hood, Sample Oven, Vent Hood, Water Distiller, Motors
Refrigerants:	Window A/C Unit, HVAC Unit, Refrigerator
General Cleaning Chemicals:	Disinfectant Spray Can, Air Freshener Can, Ant & Roach Insecticide Can, Wasp Killer Can, bleach, germicidal bleach, dish soap., liquid hand soap, germicide disinfectant, Hydrogen Peroxide, electrode rinse solution
Hazardous Chemicals:	Antifreeze, Multi-purpose Absorbent, diesel exhaust fluid, calcium hypochlorite tablets, Sulfuric Acid, Threadcutting Oil, Cable Pulling Lubricant, Heavy Duty Lubricant Can, General Lubricant Can, pH neutralizer solution, Chlorine Self-Filling ampoule, Gear & bearing oil 55 gal. black metal drum, diesel exhaust fluid 55 gal. blue plastic drum, PowerTran Fluid 55 gal. black metal drum, Bleach Blue Plastic Drum 55gal.
Paints, Sealants, etc.:	semigloss latex paint, purple primer, acrylic conditioner, Clear Silicone Adhesive
Unlabeled Containers:	White Plastic 55 gal. Drum (x2), Blue Plastic 55 gal. Drum (x1), Black 5gal metal bucket (x2), Multi-Purpose Sprayer 3gal (x3), Unlabelled White Tank (x3), unlabelled 8oz. Screw top can

Cylinders & Tanks:	Fire Extinguisher, Chlorine Cylinder, Sulfur Dioxide Cylinder, Chlorine Tank, Oxygen Cylinder, Escape breathing air supply tank, Personal breathing air tank
Mercury Containing Materials:	Sodium Light Bulbs, Thermometers (attached to industrial blowers), refrigerator thermometer, fluorescent lights, fluorescent bulbs
PCBs:	Fluorescent Light Ballasts, Wet Transformers,
Scrap Metal:	Wall Fan Unit, Fencing, fuse/circuit breaker boxes, electrical/safety panel boxes, dumpsters, desks, tables, file cabinets, light poles, doors, Overhead lift equipment
Waste Tires:	Construction Vehicle Track
Universal Waste Bulbs	Individual Standard Bulbs, LED Lights, Fluorescent lights

E-Waste



E-Waste



E-Waste



E-Waste



E-Waste



E-Waste



Large Batteries



Large Batteries



Large Batteries



White Waste



White Waste



White Waste



ODS & Refrigerants



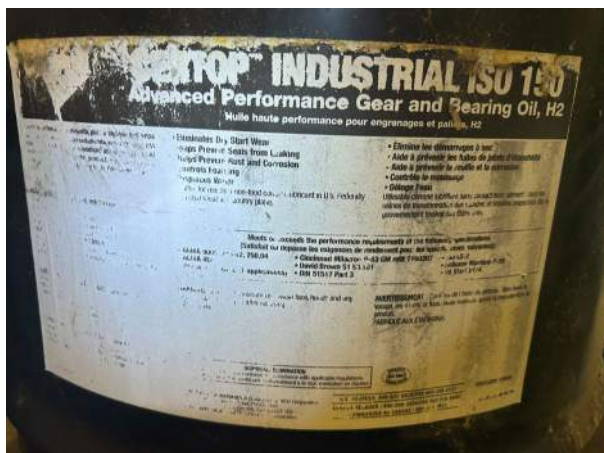
ODS & Refrigerants



Hazardous Chemicals



Hazardous Chemicals



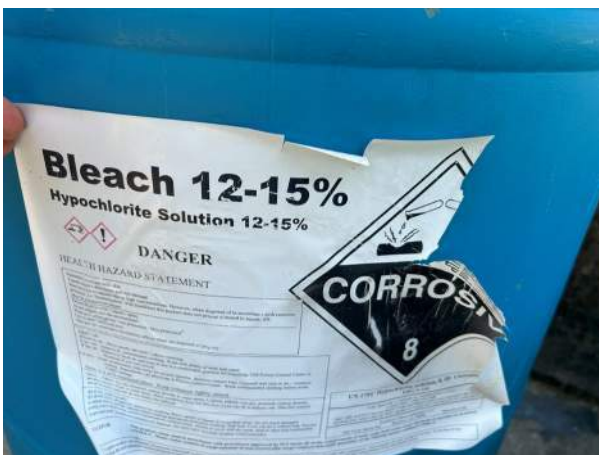
Hazardous Chemicals



Hazardous Chemicals



Hazardous Chemicals



Hazardous Chemicals



Paints / Sealants / Commercial Chemicals



Paints / Sealants / Commercial Chemicals



Pressure Vessels



Pressure Vessels



Pressure Vessels



Pressure Vessels



Pressure Vessels



Pressure Vessels



Commercial & Industrial Equipment



Commercial & Industrial Equipment



Commercial & Industrial Equipment

Commercial & Industrial Equipment



Commercial & Industrial Equipment

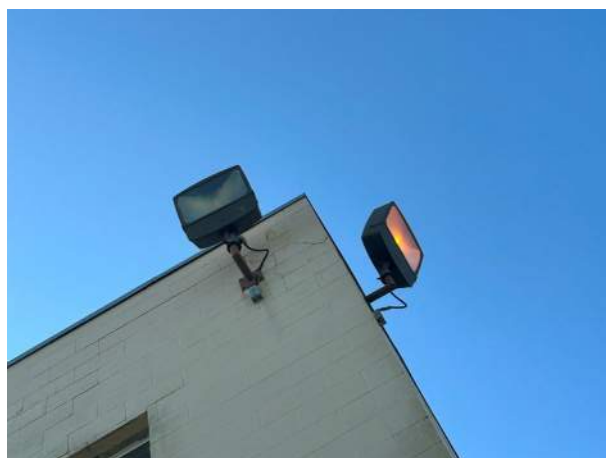


Commercial & Industrial Equipment



Mercury Containing Materials

Mercury Containing Materials



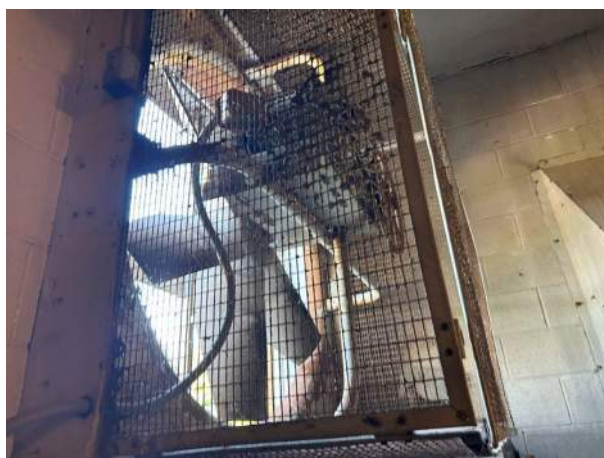
Potential PCB-Containing Devices

Potential PCB-Containing Ballasts



Scrap Metal

Scrap Metal



Universal Waste Bulbs

Universal Waste Bulbs



Universal Waste Bulbs

Universal Waste Bulbs



Waste Tires



Unlabeled Containers



Unlabeled Containers



Unlabeled Containers



Appendix C

Sources of Information

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Avenue Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715

Sources of Information

1. American Petroleum Institute (API)
 - APR Rp 2003, Protection Against Ignitions Arising out of Static, Lightning and Stray Currents.
2. Louisiana Department of Environmental Quality (LDEQ)
 - Title 33, Part V Hazardous Wastes and Hazardous Materials Subpart 1 Department of Environmental Quality – Hazardous Waste.
 - Title 33, Part VII Solid Waste. Subpart 1 Solid Waste Regulations.
3. National Fire Protection Association (NFPA)
 - NFPA 30 (1990) Flammable and Combustible Liquids Code.
 - NFPA 70 B (1990) Recommended Practice for Electrical Equipment Maintenance.
 - NFPA 325M (1991) Fire Hazard Properties of Flammable Liquids, Gases, and Volatile Solids.
 - NFPA 327 (1987) Standard Procedures for Cleaning or Safeguarding Small Tanks and Containers.
4. Resource Conservation and Recovery Act (RCRA)
 - CFR 40 CFR 260 General Regulations for Hazardous Waste Management.
 - CFR 40 CFR Part 261 Identification and Listing of Hazardous Waste.
 - CFR 40 CFR Part 262 Standards Applicable to Generators of Hazardous Waste.
 - CFR 40 CFR Part 263 Standards Applicable to Transporters of Hazardous Waste.
 - CFR 40 CFR Part 265 Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities.
5. Toxic Substances Control Act (TSCA)
 - CFR 40 CFR Part 761 Polychlorinated Biphenyls (PCB) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions.
6. U.S. Department of Transportation & Development (DOT)
 - CFR 49 Part 171 Regulations to Stipulate Requirements for Containers and Procedure for Shipment of Hazardous Waste.
 - CFR 49 Part 172 Hazardous Materials Communications.
7. U.S. Environmental Protection Agency (EPA)
 - CFR 40 CFR Part 264 Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities.
 - EPA Report SW-846, Test Methods for Evaluating Solid Waste.
8. U.S. Occupation Safety and Health Administration (OSHA)
 - CFR 29 CFR 1926/1910 Construction Industry Occupational Safety and Health Standards.

Attachment	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Avenue Gretna, LA 70056	Phone (504) 342-2687 Fax (504) 342-2715