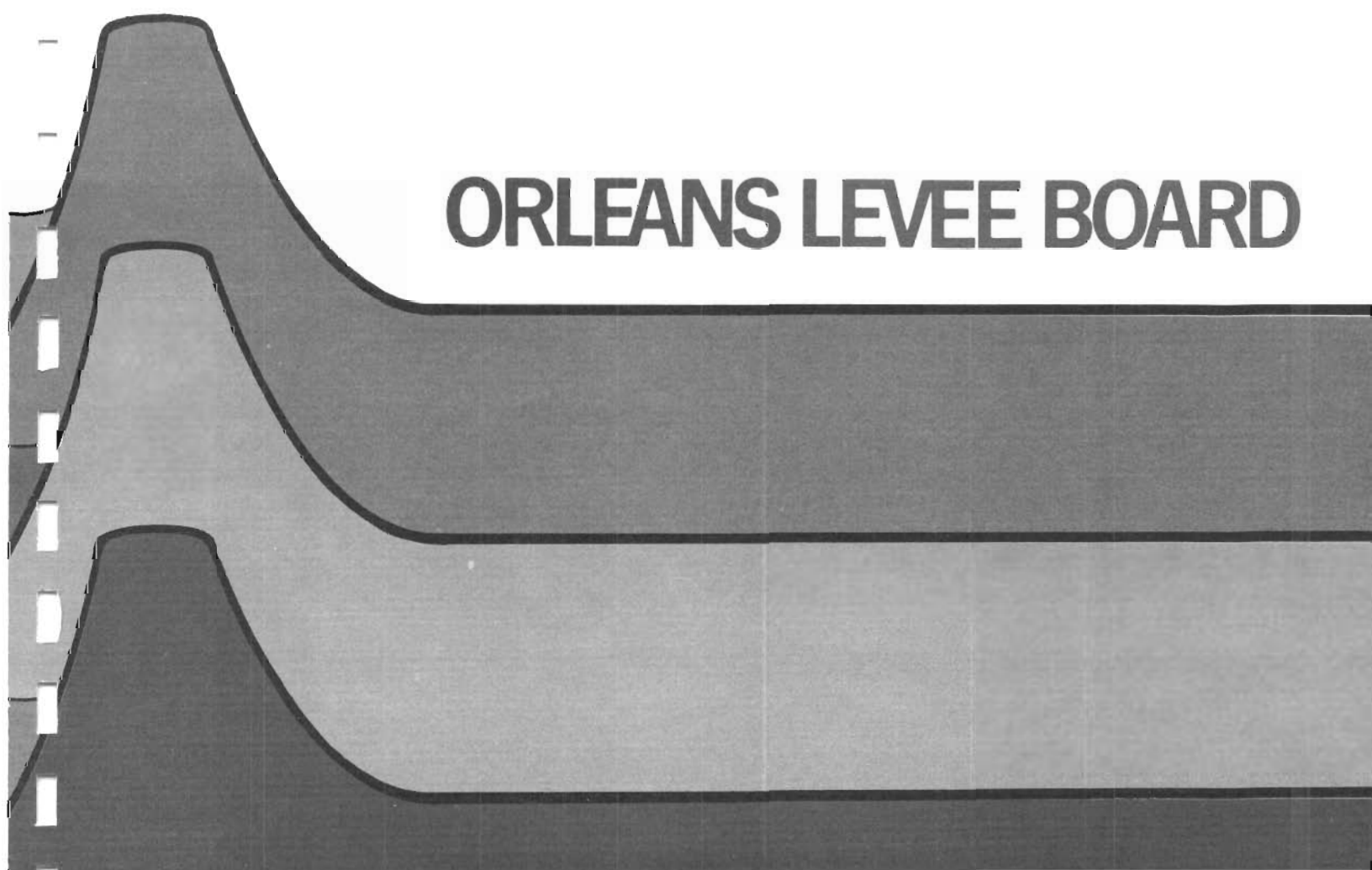


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ORLEANS LEVEE BOARD



OLB SPECIFICATIONS NO. 80-M-2-5

LAKEFRONT LEVEE RAISING

PHASE III

ORLEANS CANAL TO LONDON AVENUE CANAL

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LOUISIANA DEPARTMENT OF LABOR PREVAILING WAGE
DECISION NO. LDL-7815

INVITATION TO BID

Sealed proposals will be received by the Board of Levee Commissioners, Orleans Levee District, 202 Administration Bldg., New Orleans Lakefront Airport, New Orleans, LA 70126, until 2:00 p.m. September 1, 1981, and publicly read aloud for Construction of Lakefront Levee Raising - Phase III - Orleans Canal to London Avenue Canal.

Plans and specifications may be examined in the Board's Engineering Office. Complete sets may be obtained upon payment of \$25.00 per set, refundable up to two sets only to Bidders upon return of each complete set in good condition within ten days of bid opening.

Each bid must be accompanied by a bid bond or certified check made payable to Board of Levee Commissioners of the Orleans Levee District in the amount of five percent of the bid.

The Board reserves the right to reject any or all bids and to waive any informalities in the public interest.

Bids must be submitted on forms provided by the Owner. Envelopes containing bids and bid guarantee must be sealed, marked with the project name, and with Contractor's name and Louisiana Contractor's license number including all major classifications, sub-classifications and specialty classifications shown thereon.

The Times Picayune: August 12, 14 and 17, 1981

The Daily Journal of Commerce: August 12, 1981

OLB PROPOSAL NO. 80-M-2-5
 CONSTRUCTION OF LAKEFRONT LEVEE RAISING
 PHASE III - ORLEANS CANAL TO LONDON AVENUE CANAL

PROPOSAL OF _____

ADDRESS _____

TELEPHONE NUMBER _____

DATE _____

Mr. William Slatten, President
 Board of Levee Commissioners
 of the Orleans Levee District
 Suite 202, Administration Building
 New Orleans Lakefront Airport
 New Orleans, Louisiana 70126

Dear Sir:

_____ propose to furnish all materials, labor, fuel, supplies and equipment, etc., and to perform all work necessary to construct the Lakefront Levee Raising - Phase III - Orleans Canal to London Avenue Canal, New Orleans, Louisiana, at the following prices:

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	EMBANKMENT & RAMP	Cu.Yd.	62,555	\$ _____	\$ _____
2.	TREE RELOCATION (OAK)	Each	3	\$ _____	\$ _____
3.	TREE RELOCATION (PALM)	Each	1	\$ _____	\$ _____
4.	TURFING	Acre	9.8	\$ _____	\$ _____

TOTAL ITEMS 1 THRU 4 (in words and numerals): _____
 _____ (\$ _____).

The Contractor is hereby notified that the work must be executed with all deliberate haste so that a grass cover will be established prior to the 1982 hurricane season which begins on June 1st.

_____ propose to complete all work under this proposal, in accordance with the specifications and to the complete satisfaction of the Chief Engineer within ONE HUNDRED EIGHTY (180) CONSECUTIVE CALENDAR DAYS from date of work order.

_____ agree that in default of completing all work within the period of time stipulated above to be bound in the amount of TWO HUNDRED DOLLARS (\$200.00) LIQUIDATED DAMAGES, not as penalty, for each Calendar Day, beyond the stipulated time.

_____ deposit with this proposal _____
(Mark type of deposit furnished)
as a guarantee that _____ will within twelve (12) days after receipt of written notice from the Board of Levee Commissioners of the Orleans Levee District that award is made, submit properly completed insurance certificates evidencing all required coverages as set forth in the General Specifications Paragraph 1.11, and enter into a Notarial Contract, before a Notary, chosen by the Board of Levee Commissioners of the Orleans Levee District, whose fee will be paid by _____ (me or us).

_____ certify that in contracts involving bids of \$50,000.00 or more, _____ have been duly licensed by the State Licensing Board for Contractors in the proper job classification for the work covered by these plans and specifications in accordance with LA R.S. 37:2151 et seq. and that my current license number is _____.

_____ hereby acknowledge receipt of Addendum No. _____, _____, _____.

FIRM _____

SIGNATURE _____

TITLE _____

INFORMATION TO BE FURNISHED WITH BID

The information furnished below is necessary for the drafting of a notarial contract; however, it does not constitute a part of the contract documents.

PLEASE PRINT OR TYPE IN BLANK SPACES

1. Bidder is

If bidder is an individual, use paragraph (a) and ignore pars. (b) and (c).

(a) _____
(full name)
residing at _____
(street, city, and zone number)
or doing business at _____
(street, city, and zone number)
and is sole owner of, and doing business as,

(trade name)

If bidder is a partnership, use paragraph (b) and ignore pars. (a) and (c).

(b) A commercial co-partnership composed of the following partners:

(Give names of all partners)

doing business as _____
(trade name)
domiciled at _____
(street, city, and zone number)
in the state of _____ and which contract will be signed by
_____ a member of the co-partnership.
(Name of co-partner)

If bidder is a corporation, use paragraph (c) and ignore pars. (a) and (b).

(c) A corporation organized under the laws of the State of _____,
domiciled at _____, authorized
(city and state)
to do and doing business in the State of Louisiana, whose address in New Orleans is _____
(street, city, and zone number)
and which contract will be signed by _____
_____. Officer who signs contract
(name and title of officer)

for successful bidder must furnish Notary with an extract of minutes of corporation's Board of Directors showing his authority to act for the corporation.

2. The following named surety company in the City of New Orleans, Louisiana, will execute the bond as surety for the bidder:

INFORMATION FURNISHED WITH BID

CONTRACTOR'S EXPERIENCE

Under our present title, as given immediately below,
(or under other titles, if any, also stated)

FIRM NAME

NATURE OF BUSINESS

ORGANIZED

Work, comparable in kind and extent to that covered by the accompanying
bid, has been performed by us, as follows:

DESCRIPTION OF WORK
AND WHERE PERFORMED

OWNER

DATE OF
COMPLETION

CONTRACT
PRICE

(Bidder's Signature)

O.L.B. CONTRACT NO.

CONTRACT AND BOND BETWEEN

 THE BOARD OF LEVEE COMMISSIONERS

 OF THE

 ORLEANS LEVEE DISTRICT

 and

UNITED STATES OF AMERICA

 STATE OF LOUISIANA

 PARISH OF ORLEANS

 CITY OF NEW ORLEANS

BE IT KNOWN, that on this _____
 day of the month of _____
 in the year of OUR LORD One Thousand
 Nine Hundred and Eighty One and
 of the Independence of the United
 States of America, the Two Hundred
 and Fifth,

B E F O R E M E

a Notary Public in and for the Parish
 of Orleans, State of Louisiana, duly
 commissioned and qualified, therein
 residing, and in the presence of the
 witnesses, hereinafter named and
 undersigned:

PERSONALLY CAME AND APPEARED:

1st: _____ herein representing and acting for the
 Board of Levee Commissioners of the Orleans Levee District, an Agency of the
 State of Louisiana, by virtue of a Resolution of said Board, a duly certified
 copy of which Resolution is attached hereto and made part hereof.

2nd: _____, hereinafter called the
 "Contractor", appearing through _____, whose
 authorization to represent the said Contractor herein, is attached hereto and
 made part hereof.

Who declared, that for and in consideration of the payment, hereinafter provided
 for, to be made by said Board of Levee Commissioners of the Orleans Levee District
 the said Contractor agrees and is obliged to furnish all labor, equipment,
 supplies, etc., and to perform all work necessary for the

O.L.B. CONTRACT NO.

in accordance with the specifications hereto attached, at the following total prices:

The Contractor agrees to complete all work contracted for within the period of time stipulated in the signed proposal, which in this instance is calendar days from date of work order.

The Contractor agrees that in default of completing all work within the period of time stipulated above, to be bound in the amount of LIQUIDATED DAMAGES, not as a penalty, for each calendar day beyond the stipulated time.

Said proposal, specifications and plans are annexed hereto, and made part hereof, after being paraphed, "NE VARIETUR", by the Notary for identification herewith.

O.L.B. CONTRACT NO.

B O N D

And now to these presents, personally came and intervened

who declared that he has read and taken cognizance of the above and foregoing contract between the Board of Levee Commissioners of the Orleans Levee District and _____, Contractor, and binds said company in solido with the said Contractor unto the Board of Levee Commissioners of the Orleans Levee District, in the sum of:

as security for the faithful and satisfactory performance by the said _____, Contractor, of all clauses and conditions of this contract and for the payment by the Contractor or subcontractor for all work done, labor performed, or material or supplies furnished for the construction, alteration, or repair under this contract, or for transportation and delivery of such materials or supplies to the site of the job by a for hire carrier, or for furnishing materials or supplies for use in machines used in the construction, alteration, or repair under this contract, in accordance with the law, the condition of this obligation being that if the said _____, Contractor, shall well, truly and faithfully and satisfactorily perform all of the obligations assumed by _____, Contractor, under this Contract and payment be made by said Contractor and by all Subcontractors for all work done, labor performed and material furnished under this Contract in accordance with law, then this Bond shall become null and void, otherwise to remain in full force and effect.

The said Surety consents and yield to the jurisdiction of the Civil District Court for the Parish of Orleans, State of Louisiana, and formally waived any plea of jurisdiction on account of residence elsewhere in the event of suit under the Contract and Bonds, and the Surety herein shall be limited to such defense only as the principal of these bonds could make.

O.L.B. CONTRACT NO.

THUS DONE AND PASSED, in my office at the City of New Orleans,
on the day, month and year hereinfirst above written, in the presence of

_____ and _____
competent witnesses, who hereunto sign their names with said appearers
and me, Notary, after reading of the whole.

THE BOARD OF LEVEE COMMISSIONERS
OF THE ORLEANS LEVEE DISTRICT

WITNESSES:

By _____

By _____

Attorney-in-Fact Bonding

NOTARY PUBLIC

STATE OF LOUISIANA)
PARISH OF _____)

AFFIDAVIT ATTESTING THAT PUBLIC CONTRACT WAS NOT,
NOR WILL BE SECURED THROUGH EMPLOYMENT OR
PAYMENT OF SOLICITOR

KNOW ALL MEN BY THESE PRESENTS, that a public contract is contemplated between The Board of Levee Commissioners of the Orleans Levee District and _____, represented by _____, (Name) (Title)

who attests that he is empowered and authorized to execute said documents.

FURTHER, _____, who being duly sworn, does depose and attest that:

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

(2) no part of the contract price received by affiant was paid or will be paid to any person, corporation firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public

building or project were in the regular course of their duties for
affiant.

WITNESSES:

BEFORE ME, the undersigned authority, personally appeared
_____, who being duly sworn, deposes and
states that the above is true and correct in all respects recited.

SWORN TO AND SUBSCRIBED before me, this _____ day
of _____.

NOTARY PUBLIC

Federal Identification No.

SECTION 1

GENERAL SPECIFICATIONS

1.01 FORM OF PROPOSAL

The proposal form is bound with the specifications together with the Bond Form, and all are an integral part of each proposal, and must be returned so attached, sealed in an envelope, marked, "BID", and further identified by the project name, as indicated on advertisement, to the Board's Office, Suite 202, Administration Building, New Orleans Lakefront Airport, New Orleans, Louisiana 70126, prior to the time specified in the advertisement for bids.

1.02 DEPOSITS

Each proposal must be accompanied by cash, bid bond, or certified check, of five percent (5%) of the amount bid, payable to the Board of Levee Commissioners of the Orleans Levee District, as a guarantee that the Bidder will, if awarded the contract, enter into a Notarial Contract with the Board of Levee Commissioners of the Orleans Levee District. Deposit will be returned to all unsuccessful bidders upon adjudication of the contract, included under these specifications, and to the successful bidder when contract is signed, bond furnished, and work started in accordance with proposal and specifications. Should the successful bidder fail to furnish Bond, as required, or to start work as per his proposal, the deposit of that bidder shall be forfeited to the Board of Levee Commissioners of the Orleans Levee District, as ascertained, admitted and liquidated damages.

1.03 ACCEPTANCE AND REJECTION OF BIDS

The Board of Levee Commissioners of the Orleans Levee District reserves the right to accept any, or reject any, and/or all bids, and to waive informalities, and to base acceptance of bids on responsibility and past performance of Contractors as well as on price bid.

1.04 NOTARIAL CONTRACT

The Board of Levee Commissioners of the Orleans Levee District, as party of the first part, hereinafter referred to as "The Board", or the "Orleans Levee Board", will require that the bidder to whom the award has been made, as party of the second part, hereinafter referred to as "The Contractor", enter into a Notarial Contract within forty-eight (48) hours after receipt of notification from the Board that award of contract has been made to him. The fee of the Notary, who will be selected by the Board, will be paid by the Contractor. See 1.42 for fee schedule. The recording or fees likewise to be paid by the Contractor.

1.05 BOND

The Contractor shall furnish, without expense to the Board, a bond written by a Bonding Company, to be approved by the Board, in the total amount of Contract. This is to guarantee to the Board the proper performance by the Contractor of all and singular obligations assumed by said Contractor under this contract. This bond will be cancelled and sureties released after completion and acceptance by the Board of the work described herein, and after expiration of the period provided by law.

1.06 DEFINITION OF TERMS

Wherever the term, "Chief Engineer," is used in these specifications, drawings, and in the contract, it shall mean the Chief Engineer of the Board of Levee Commissioners of the Orleans Levee District. Wherever the word, "Board," or "Orleans Levee Board," is used it shall mean the Board of Levee Commissioners of the Orleans Levee District.

1.07 GENERAL AND SPECIAL SPECIFICATIONS

Wherever the word, "Specifications", is mentioned in the proposal, contract or elsewhere, it shall be taken as meaning both the General and the Special Specifications.

1.08 SPECIFICATIONS AND DRAWINGS

The specifications and drawings accompanying the proposal are deemed sufficient for the proper execution of the work contemplated under this contract, but should there be an omission or error, or should the said drawings and specifications be insufficient, the Contractor shall not be permitted to profit thereby, nor shall he be penalized, but the Chief Engineer shall, upon discovery of insufficient drawings and specifications, error or omission, correct same, or supply the necessary information or correction.

1.09 INTERPRETATION OF DOCUMENTS

No oral interpretation will be made to any bidder as to the meaning of any of the Contract Documents which in effect would modify any of the provisions of same. Every request for an interpretation of the Documents shall be made in writing and delivered to the Chief Engineer, at least, seventy-two (72) hours before the time fixed for opening of bids. Every interpretation shall be in the form of an Addendum to the specifications. All Addenda issued shall become part of the Contract Documents.

1.10 EXTRA WORK

If any work, not included in this contract and not specified herein, or called for on the plans, is deemed necessary by the Chief Engineer,

1.10 (Continued)

it shall be performed by the Contractor as Extra Work. No claim for Extras will be allowed unless specifically authorized in writing by the Chief Engineer of this Board. Payment for such Extra Work shall be made on the basis of a price previously agreed on, if this is feasible, otherwise at actual cost to the Contractor for all labor and material used, plus fifteen percent (15%). No compensation will be allowed for overhead, or for the rental of small tools. If any equipment, such as, pile drivers, pumps, excavations, air compressor, and such machinery is used in doing extra work, payment for the rental of such machinery will be made at a price to be agreed on between the Contractor and the Chief Engineer before any work is undertaken.

1.11 INSURANCE

Before the Contract may be signed, the Contractor must have his Insurance Carrier submit to the Board properly completed Insurance Certificates for acceptance and evidencing coverage in the following limits:

(a) Workmen's Compensation and Employer's Liability

Statutory Workmen's Compensation. Employer's Liability coverage, in the limit of \$100,000.00 each accident. In the event this Contract involves work on, or adjacent to, navigable streams or bays, Contractor's Certificate shall show coverage in compliance with the provisions of the Federal Longshoreman's and Harbor Workers' Compensation Laws. If any Watercraft and/or Amphibian is used for work under this contract, coverage must be provided for Employer Maritime Liability (including, but not limited to the Jones Act and the Voluntary Compensation Endorsement) for the limits of \$100,000.00 One Employee, and a Total Limit of \$300,000.00 for Two or More Employees.

(b) Comprehensive General Liability

- (1) Coverage shall be on an Occurrence Basis
- (2) Bodily Injury Limits shall be not less than \$500,000.00 per occurrence.
- (3) Property Damage limits shall be not less than \$100,000.00 per Occurrence and \$500,000.00 Aggregate. Property Damage shall include Coverage for Crafts or Trades which are subject to normal policy exclusions of:
 - (a) Blasting or explosion
 - (b) Collapse
 - (c) Damage to underground property (wires, conduits, and the like) and injury to, or destruction of any property resulting therefrom.

1.11 (Continued)

- (4) Coverage shall include Completed Operation and Products, along with Contractual Liability.

(c) Comprehensive Automobile Liability

- (1) Bodily Injury limits \$100,000.00 each Person \$500,000.00 each occurrence.
- (2) Property Damage Liability limits shall be not less than \$100,000.00 each occurrence.
- (3) Coverage shall include:
 - (a) Owned Vehicles
 - (b) Hired or Leased Vehicles
 - (c) Non-owned Vehicles

(d) Owners and Engineers Protective (Contingent) Liability

- (1) This shall be in the name of, and for protection of, the Owner and the Engineer
- (2) Bodily Injury Limits shall be not less than \$500,000.00 per occurrence
- (3) Property Damage Limits shall be not less than \$100,000.00 per occurrence and \$500,000.00 Aggregate.

(e) Aviation Liability Insurance (applicable if aircrafts are used in operations)

- (1) Bodily Injury Limits shall be not less than \$100,000.00 per person and \$500,000.00 per accident, excluding passenger hazard.
- (2) Passenger hazard Bodily Injury Limits shall be not less than \$100,000.00 per aircraft seat.
- (3) Property Damage Limits shall be not less than \$100,000.00 per accident.
- (4) Coverage shall include all leased, hired or other non-owned aircraft.

(f) Marine Insurance (applicable if Watercraft and/or Amphibians are used in operations)

- (1) Protection and Indemnity Insurance on all vessels owned and/or chartered with Limit of Liability up to value of vessel or \$500,000.00 single limit whichever is greater.

1.11 (Continued)

(g) Hold-Harmless Agreement

The Contractor shall indemnify, and hold and save harmless the Board from all loss, liability or expense to which the Board may be subjected as a result of the operations, acts or omissions of the Contractor, or any Subcontractor, and the Contractor shall effect and maintain an Insurance Policy with a contractual endorsement to insure the Board's protection, as to its own property and the property of third parties under the foregoing indemnity, and hold harmless agreement with property damage limits of not less than one hundred thousand dollars (\$100,000.00), for the properties of the Board, or any other single property owner; and three hundred thousand dollars (\$300,000.00) for the properties of the Board and all other property owners.

This insurance shall be placed with reliable insurance carriers, satisfactory to the Board, who are authorized to do business in the State of Louisiana.

1.12 ENGINEER'S DECISION FINAL

If any of the clauses of these specifications appear to conflict, or to be inconsistent, they will not be read separately, but all of the clauses shall be understood to be cumulative, and the specifications as a whole be read, in order to arrive at the intent of the Contract.

The Chief Engineer shall be the sole judge of the meaning and intent of these specifications, and to whether the specifications have been fully complied with, and the contract satisfactorily performed, and his decision, in case of any misunderstanding or dispute in these particulars, shall be final and binding on both parties.

1.13 ANNULMENT OF CONTRACT

If, in the opinion of the Chief Engineer, the Contractor fails to perform the work with sufficient workmen and equipment, or with sufficient material to insure its completion in the time specified in the contract, or shall discontinue the prosecution of the work, or become insolvent, or bankrupt, or shall not carry out the work in an acceptable manner, the Chief Engineer shall give notice in writing to the Contractor, or his Surety, of such delay, neglect, or default, specifying same, and if the Contractor, within a period of ten (10) days after such notice shall not proceed in accordance therewith, then the Chief Engineer shall have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any, and/or all materials and equipment on the grounds as may be suitable and acceptable, and may enter into an agreement for the completion of said contract, according to the terms and provisions thereof, or use such other methods, as in his opinion shall be required for the completion of said

1.13 (Continued)

contract, in an acceptable manner, and within the time specified. All costs and charges incurred by the Board of Levee Commissioners of the Orleans Levee District, together with the cost of completing the work under contract, shall be deducted from any monies due, or which may become due said Contractor. In case the expense incurred by the Board of Levee Commissioners of the Orleans Levee District shall be less than the sum which would have been payable under the contract, had it been completed by said Contractor, the said Contractor shall be entitled to receive the difference; and in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor and his Surety shall be liable to the Board of Levee Commissioners of the Orleans Levee District for the amount of said excess.

1.14 ORDINANCES

The Contractor shall comply with all Federal, State, and City laws, as well as Police and Health Ordinances applying to public work.

1.15 SUBCONTRACTORS

No part of the work herein contracted for shall be given, sold or assigned to Subcontractors without the consent of the Chief Engineer of this Board.

1.16 SUPERINTENDENT

The Contractor must, at all times, either be personally present around the work, or be represented by a competent Superintendent, who shall be clothed with full authority to act for him in all cases, and to carry out any instructions relative to the work, which may be given by the Chief Engineer, either personally, or by his authorized representative. The Superintendent shall have had the required experience in this class of work, and he shall be satisfactory to the Chief Engineer of the Board.

1.17 PATENTS

The Contractor shall defend any and all suits instituted for alleged infringement of patents, if any, or all of the material, or apparatus furnished, or used under these specifications and drawings, or for any other materials or apparatus not specifically mentioned therein, and shall pay all damages and cost of suits instituted in any court, provided that the Board of Levee Commissioners of the Orleans Levee District shall give the Contractor notice and opportunity to defend such suit or suits.

1.18 LIGHTS

The Contractor shall keep proper lights each night between the hours of sunset and sunrise upon all equipment connected with the work when necessary, and shall be responsible for all damages resulting from any neglect or failure in this respect.

1.19 INSPECTION

The work will be conducted under the general direction of the Chief Engineer, and will be inspected by Inspectors appointed by him, who will enforce a strict compliance with the terms of the contract.

The Inspector will keep all necessary records of the work that has been done, but the presence of the Inspector shall not relieve the Contractor, or his Agents, from any responsibility for the proper performance of the work.

The Contractor shall not be entitled to payment for any improper work accepted or allowed by the Inspector.

1.20 PROSECUTION OF WORK

The work shall be prosecuted as directed by the Chief Engineer, and shall be conducted in such manner and with sufficient materials, equipment and labor, as will insure the completion of the work within the time specified in the written proposal of the Contractor.

1.21 MOVEMENT OF PLANT

At no time shall the plant of the Contractor, or any part thereof, be removed from the site of the work, without the consent in writing from the Chief Engineer.

1.22 ORDER OF WORK

The Chief Engineer shall have the right to designate the place at which work shall begin, and the Contractor will be required in advance of the moving of the work, to obtain the approval of the Chief Engineer as to the plan of operations he contemplates following.

1.23 LIENS AGAINST CONTRACTORS

Whenever required, the Contractor shall show evidence satisfactory to the Chief Engineer, that all bills for labor, materials, supplies, salaries, and equipment have been paid by the Contractor, and that there are no liens or claims against the Contractor, by furnishing a lien certificate from the Recorder of Mortgages for work or materials furnished in the performance of this work.

1.24 PARTIAL PAYMENTS

Partial payments will be made on monthly estimates of work done and accepted by the Chief Engineer as being completed, according to plans and specifications, reserving ten percent (10%) of the amount earned in each estimate.

The ten percent (10%) retainer on each payment will not be released by the Board until the expiration of the time prescribed by law.

The Contractor shall use Orleans Levee Board forms for "Periodical Estimate for Partial Contract Payment", in submitting request for partial payments. These forms are to be submitted to the Board in original and three copies for a total of (4). Forms may be obtained at the office of the Orleans Levee Board as required.

The Contractor must submit his Lien & Privilege Certificate with his final request for payment, in order to receive his ten percent (10%) Retainer. This Lien & Privilege Certificate is obtained from the Mortgage Office forty-five (45) days after Certificate of Acceptance has been recorded.

1.25 TIME TO FILE CLAIMS

The monthly estimate of work accomplished shall cover all monies due the Contractor, but if the Contractor, at any time, shall feel that he has claim for work not allowed in the estimate, then, he shall file this claim within thirty (30) days after receipt of the monthly estimate of work to which the claim applies.

Any claim filed later than thirty (30) days after receipt of the monthly estimate to which it applies shall not be considered; and the filing of any claim within the aforesaid time is a condition precedent to the consideration of the claim.

1.26 BOARD OF ARBITRATORS

Upon the final settlement of this contract all disputed matters, which have occurred in the course of said contract, and which have not been disposed of, as provided for in Paragraph 1.12, shall be submitted to a Board of Arbitrators; one member shall be selected by the Board, one member by the Contractor, and the third member shall be selected by the former two members, who shall grant a prompt hearing and decision on all disputed matters. Said decisions shall be final and binding on both parties. The cost for the services of the third member, if any, to be borne jointly between the Contractor and the Board.

1.27 CLEANING UP

At the completion of contract, and before final acceptance, the Contractor shall move his equipment, including the discarded equipment, if any, the temporary structures used by him during construction, all debris and rubbish, and leave the site in clean condition, to the satisfaction of the Chief Engineer.

1.28 ACCEPTANCE

Upon completion of the work shown on the plans and described in these specifications, the work performed shall be inspected as a whole, and if found satisfactory by the Chief Engineer, a Certificate of Acceptance, with the final estimate shall be issued, but no acceptance of the work, for final payment shall be made unless and until said Certificate of Acceptance is issued by the Chief Engineer.

1.29 CERTIFICATE OF ACCEPTANCE

Upon acceptance of the Contract, the Board will file the Acceptance with the Recorder of Mortgages, as the Contractor's retainage will be held for forty-five (45) days after date of filing, as required by law.

1.30 OFFICE OF CONTRACTOR

The Contractor shall maintain on the site of the work a field office, and he shall agree that all communications, orders, or instructions delivered to his field office from the office of the Board shall be received and shall have the same legal force and effect as if delivered to him in person.

1.31 WITHDRAWAL OF BIDS

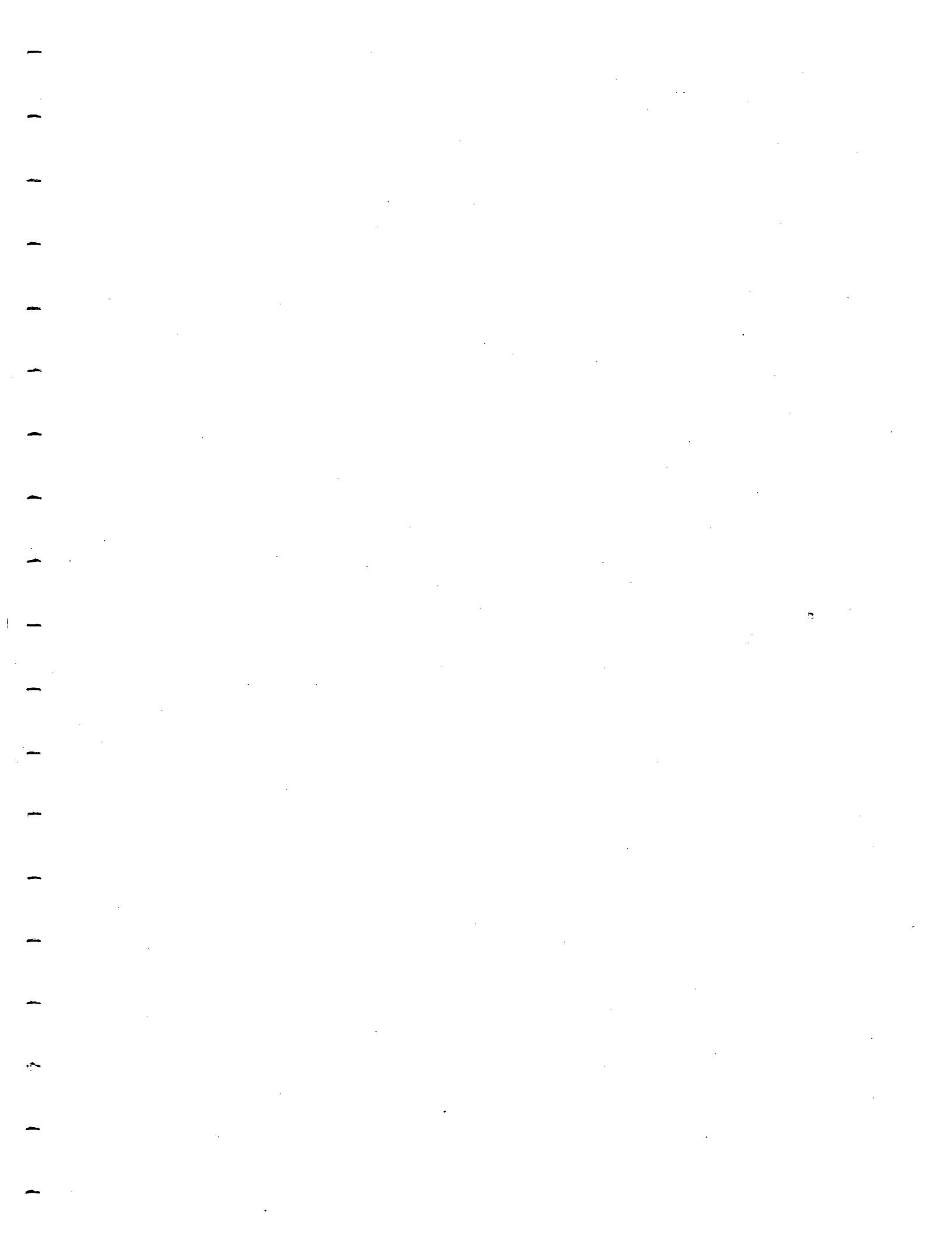
No bids may be withdrawn after the scheduled closing time for receipt of bids, nor for at least THIRTY (30) DAYS thereafter.

1.32 TAXES

The prices stated in the proposal shall include all taxes applicable to the Board of Levee Commissioners of the Orleans Levee District.

1.33 AWARD OF CONTRACT

Unless otherwise specifically stated in the Special Specifications the contract will be awarded on bid prices in the proposal. If time is bid by the Contractor all bids will be corrected in accordance with the Liquidated Damage Paragraph of the proposal, otherwise no correction is necessary if the Board establishes the time of the Contract.



1.34 CONTRACT BE LET AS WHOLE

Unless otherwise specifically stated in the Special Specifications, the contract will be let as whole. No bid will be considered in which all items have not been priced by the bidder.

1.35 ADDENDUM

All bidders are requested to direct all questions about the specifications promptly to the Chief Engineer. This will facilitate making Addendum as required.

1.36 APPROXIMATE QUANTITIES

Unless otherwise specifically specified in the Special Specifications, all quantities mentioned in the proposal are approximate and for bidding purposes only.

1.37 REFERENCE TO MATERIALS BY NAME

Specific reference in the specifications to any product or material by name, or make, shall be interpreted as established a standard of quality and shall not be construed as limiting competition; and the Contractor, in such cases, may at his option, use any product or material, which in the judgement of the Chief Engineer is equal to that named. Prior to the submission of proposal, any proposed substitution of material must be submitted to the Chief Engineer in writing for approval.

1.38 DIFFICULTIES

Attention of bidders is called to the conditions and difficulties that may be encountered in his work, and bidders are warned to visit and inspect the site of work, and acquaint themselves thoroughly with conditions, especially weather, etc., as the Board assumes no responsibility whatever for information furnished the Contractor, and does not guarantee its correctness, but the Contractor shall assume full responsibility for his equipment, as no claim will be entertained in the case of loss due to any cause whatsoever.

1.39 LIQUIDATED DAMAGES

The Contractor specifically agrees in his proposal to the amount of time in which this contract is to be completed, calculated from the date of issuance of Work Order to the date of its completion and acceptance by the Chief Engineer. Anytime that is consumed for the completion over and above the stipulated amount of time, agreed to in the proposal by the Contractor, shall be charged against the Contractor as Liquidated Damages, not as a Penalty. The contractor's failure to complete the work on time shall be a default, notice of which is waived by the Contractor.

1.40 CONTRACT TIME

The Contract time shall consist of the calendar days elapsed, beginning with the date of issuance of Work Order and ending with the completion of the work and acceptance by the Chief Engineer. If in the opinion of the Chief Engineer the Contractor's work should be delayed because of rain, a strike, or an act of God, such as a hurricane, fire, etc., he shall be granted an extension of time. If the Contractor has worked on any part of the project for at lease four (4) hours on any one day, he will have no claim for extra time on that day.

Any request for extension of Contract time shall be submitted in writing by the Contractor to the Chief Engineer and shall state the reason for request.

1.41 LICENSES

In accordance with State Act No. 233, effective August 1, 1956, and amended to date, on projects amounting to more than \$50,000.00 only bids of Contractors and/or Subcontractors licensed under Act No. 233 of 1956 and amended to date will be considered.

It is the responsibility of the bidder to determine the proper job classification and to possess the proper license, all in accordance with LRS 37:2151 et seq.

Contractors desiring to bid shall submit to Architects or Engineers evidence that they hold license of proper classification and in full force and effect.

1.42 ATTORNEY AND NOTARY FEE SCHEDULE

			<u>FEE</u>		<u>COSTS*</u>		
UNDER	\$	3,000	\$ 125.00	+	\$ 50.00	=	\$ 175.00
"		6,000	150.00	+	50.00	=	200.00
"		10,000	190.00	+	50.00	=	240.00
"		15,000	225.00	+	50.00	=	275.00
"		25,000	265.00	+	50.00	=	315.00
"		50,000	340.00	+	50.00	=	390.00
"		100,000	450.00	+	50.00	=	500.00
"		250,000	640.00	+	50.00	=	690.00
"		500,000	825.00	+	50.00	=	875.00
"		1,000,000	1,200.00	+	50.00	=	1,250.00
"		5,000,000	3,000.00	+	50.00	=	3,050.00
"		10,000,000	4,000.00	+	50.00	=	4,050.00
"		25,000,000	5,000.00	+	50.00	=	5,050.00

*Includes costs of recording contract plus notarizing and recordation of Affidavit of Acceptance.

1.43 LABOR RATES AND PRACTICES

(a) WAGE RATES

Minimum wages to be paid the various classes of laborers and mechanics employed on this work, shall be based upon the wages determined by the Secretary of the U. S. Department of Labor to be the prevailing wage for the corresponding classes of laborers and mechanics employed on the projects of similar character in the New Orleans area. The scale of wages to be paid shall be posted by the contractor in a conspicuous place at the site of work.

(b) CONTRACT WORK HOURS

No laborer or mechanic shall be required or permitted to be employed in this work in excess of eight (8) hours in any Calendar Day, or in excess of forty (40) hours in any work week, unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1-1/2) times his basic rate of pay for all hours worked in excess of eight (8) hours in any Calendar Day, or in excess of forty (40) hours in such work, week, whichever is the greatest number of overtime hours.

(c) PAYMENT OF EMPLOYEES

All employees engaged in this work shall be paid in full, (less deductions made mandatory by law), not less often than once each week, without subsequent deductions, rebate on any account the full amount due at time of payment computed in accordance with the provisions of (a) and (b) above, irrespective of any contractual relationship which may be alleged to exist between the Contractor and/or Subcontractor, and such laborers and mechanics.

1.44 AUDIT AND INSPECTION

The Owner's authorized representatives and/or the Louisiana State Legislative Auditor shall be entitled and permitted to inspect all work, material, records of personnel, invoices of materials, other data and all other records that pertain to the execution of this contract.

1.45 SIGNING OF PROPOSAL DOCUMENTS

Any proposal documents not signed by the Contractor will not be accepted by the Board. If the proposal is made by a partnership, it shall contain the names of each partner and shall be signed in the firm name, followed by the signature of the person authorized to sign. If the proposal is made by a corporation, it shall be signed by the name of the corporation, followed by the signature of the officer authorized to sign, and the printed designation of the office he holds in the corporation. Contractor is reminded that he must fill out the bidder information form and the bidder experience form, otherwise the proposal may be considered informal and could be rejected. Contract form, bond form and affidavit form are not to be filled in by bidder.

1.46 PAYMENT OF PREVAILING WAGES

(a) It is hereby declared to be the public policy of the State of Louisiana that projects of maintenance, construction or other public works contracts to be performed on state owned properties or to be state-financed in whole or in part, but to be performed by private contractors, should be a model of fair treatment by employers of employees and should represent a source of employment for our citizens at fair and reasonable wages; that successful competitive bidders or contractors otherwise selected by the state or its agencies should not pay their employees on these state projects wages below the standards prevailing for similar work in the area, thus further depressing the local economy rather than stimulating it; that the quality and proficiency of the work on public contracts are adversely affected by payment of wages below the standards prevailing for the same or similar work in the area; that the payment of prevailing wage scales by contractors on such public works projects is a matter affecting the health, safety and welfare of residents of the State of Louisiana; and that no bidder who does not comply with the requirements of this section shall be considered a responsible bidder within the meaning of Louisiana law.

(b) Specifications for every contract in excess of twenty-five thousand dollars, where at least 90% of the total funds involved are state or federal funds, to which the State of Louisiana or any state agency, department or board and a private contractor are parties, for construction, alteration and/or repair, including painting and decorating of public buildings or public works of the State of Louisiana or any of its agencies, departments or boards and which require or involve the employment of workmen, mechanics and/or laborers, shall contain a provision stating the minimum wages to be paid various classes of workmen, be determined by the commissioner of labor of the State of Louisiana to be prevailing in the area for corresponding classes of workmen, laborers and mechanics employed on projects of a character similar to the contract shall have such specifications as a part of it whether required by law to be advertised or not.

(c) Every contract based upon such specification shall contain a stipulation that the contractor or his sub-contractor shall pay, at the time and at the place established by existing law or custom all workmen, mechanics and laborers who have performed work under the contract, and without subsequent deduction or rebate on any account, the full amount accrued at the time of payment, less any authorized deductions for wage assignments, garnishments, taxes, insurance premiums or other similar lawful deductions computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship or agreement to the contrary which may be alleged to exist between the contractor or sub-contractor and such workmen, laborers, or mechanics.

(d) The minimum scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work.

(e) Every contract subject to the provisions of this section shall contain the stipulation that there may be withheld from the contractor so much of accrued payments as may be necessary to pay to workmen, laborers and mechanics employed

by the contractor or any sub-contractor on the work the difference between the rates of wages required by the contract to be paid to such laborers, workmen and mechanics and the rate of wages received by such workmen, laborers, and mechanics.

(f) Every contract within the scope of this section shall contain the further provision that in the event it is found by the commissioner of labor or the department, agency or board letting the contract that any laborer or mechanic employed by the contractor or any sub-contractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract and this law, that the State of Louisiana or its department, agency or board letting the contract may, by written notice sent by registered or certified mail to the contractor, require him to pay to the said workman, laborer or mechanic the amount by which he has been underpaid plus as a penalty, twice that amount; provided, however, that the surety for such contractor shall not be liable for said penalty. If within ten days after receipt by the contractor of such written notice, the contractor shall demonstrate to the commissioner of labor that his failure to pay the prevailing wage as specified in the contract was due to clerical error or inadvertence, the commissioner of labor shall forgive the penalty herein authorized, provided the deficiency in wages is actually paid or tendered to the said workman, laborer or mechanic by the contractor within said ten day period. Within twenty days after receipt by the contractor of such written notice to pay said workman, laborer or mechanic, such underpayment and penalties the contractor may appeal, devolutively, said order by summary process and may rule the commissioner of labor to show cause in the Nineteenth Judicial District Court for the Parish of East Baton Rouge why such order should not be recalled and revoked. An appeal shall lie from the ruling of the Nineteenth Judicial District Court in said matter to the appellate courts as provided by existing laws and shall be devolutive only. The only ground for reversal of the order to pay said wages and penalties by any court shall be that the order was not based upon any substantial evidence. No appeal of said order shall have effect of suspending same.

(g) The state, or its department, agency or board, in charge of the particular contract, if no appeal is taken by the contractor from the order to pay, or during the pendency of any such appeal is authorized and directed to pay directly to workmen, laborers and mechanics from any accrued payments withheld under the terms of the contract any wages found to be due workmen, laborers and mechanics pursuant to this section. If no appeal from the order to pay is taken by the contractor within the twenty day period specified in the preceding section, the state, or its departments, agency or board in charge of the particular contract shall, at the expiration of the delay for taking an appeal, pay to the workmen, laborers and mechanics from any accrued payments withheld the penalties found to be due. However, if an appeal has been timely taken, said funds withheld as penalties shall be held in escrow pending said appeal to be paid to the said workmen, laborers and mechanics or the contractor in accordance with the final judgment of the court.

(h) The commissioner of labor is authorized and directed to distribute a list to all departments of the State of Louisiana giving the name of persons or firms found by him to have violated their obligations to employees and sub-contractors under this section and who have not, within the ten day period specified in Subsection F of this section, demonstrated to the commissioner of labor that said violation was due to clerical error or inadvertence and who have not paid or tendered the wages found to be due to said workmen within said ten day period, as provided in said Subsection F hereof. No contractor shall be placed on said list who shall demonstrate to the commissioner of labor that the contractual obligation to pay the prevailing wage was violated by a bonafide independent sub-contractor who under the terms of his written sub-contract was required to pay said prevailing wage, and that said violation was without knowledge or complicity on the part of the contractor, but this provision shall not relieve the contractor of his liability for wages or penalties due workmen by himself or a sub-contractor as elsewhere provided in this section. No contract shall be awarded to the persons or firms appearing on this list or to any firm, corporation, partnership or association in which said persons or firms have an interest, until one year has elapsed from the date of publication of the list containing the names of such persons or firms. Any person or firm aggrieved by the action of the commissioner in so listing his or its name may appeal therefrom suspensively by summary process and may rule the commissioner of labor to show cause in the Nineteenth Judicial District Court for the Parish of East Baton Rouge why such listing of him should not be recalled or revoked. The Nineteenth Judicial District Court shall hear said appeal by preference, in term time or vacation, and shall rule thereon within ten judicial days after said appeal is filed in said court. An appeal shall lie from the ruling of the Nineteenth Judicial District Court in said matter to the appellate courts as provided by existing laws but shall be devolutive only. The only ground for revoking or recalling said listing by any court shall be that said listing was not based upon any substantial evidence that the person so listed had failed to pay workmen, employees, or sub-contractors as required by this section. Even though a violation of this act has occurred, the Governor in his discretion may at any time direct the commissioner to remove any name from said list, which shall remove the disabilities which accompany the list; provided that in such case the governor's action shall have no effect upon the right of a workman, laborer, or mechanic to recover the wages and penalties which may be due to him.

(i) The commissioner of labor of the State of Louisiana shall determine the "prevailing wages" within the meaning of this section for all workmen, laborers and mechanics in the locality of the public work to be done and shall publish and post the same from time to time. He shall make a determination of prevailing wage within thirty days before the specifications are advertised or publicized and the contract must be signed within ninety days thereafter or he must make another determination to be utilized in the contract.

Any state department, board or agency directly concerned with any project upon which determination is made and that is not satisfied that the determination is fair and reasonable, and in accordance with the requirements of this section, for review of the commissioner's determination. The Governor shall decide the

matter within the ten days of receipt of the appeal. The determination shall remain effective pending any such appeal.

(j) In determining the said prevailing wage, the commissioner of labor shall consider: (1) wage scales fixed by union-management collective bargaining agreements in the area, (2) the prevailing wage determination made for the area by the Secretary of Labor of the United States under the provisions of Title 40, U. S. Code, Section 276a, the Davis-Bacon Act, (3) the wages actually paid various classes of workmen, laborers and mechanics employed on projects of work of similar character to the contract work in the same or similar area within the state, and (4) any other pertinent data or facts that he may deem relevant and proper to such determination.

(k) "Prevailing wage" includes any and all fringe benefits, such as payments for health and welfare, pensions, vacations, life insurance, apprenticeship programs or supplemental unemployment benefit programs that may be a part of union contracts for workmen, laborers and mechanics under collective bargaining agreements for the various trades within the area, or that may be paid by employers without a collective bargaining agreement. The commissioner shall list separately the hourly wage to be actually paid and the fringe benefits to be provided, and shall specify that in the case of employees working without provision for the payment of fringe benefits, the cost of those included as a part of the "prevailing wage" required to be paid shall be paid to the employees as part of the hourly wage paid.

(l) The commissioner of labor is empowered to adopt and promulgate such reasonable rules and regulations and to conduct such investigations as he deems necessary to ensure the enforcement of this section. Among other powers inherent in him under this section the commissioner may inspect all of the books and records of the contractor or sub-contractor but only to determine if the "prevailing wage" provisions contained herein have been complied with; and that such information obtained by the commissioner shall be strictly confidential.

(m) None of the provisions of this section shall apply to any governing authority of any municipality, parish or other local political subdivision or agency, or to any contract let by any state department or agency to be financed by at least ninety percent, of funds belonging to such local political subdivision or agency, unless the governing body thereof, by appropriate ordinance or resolution, require payment of prevailing wage determined by the commissioner of labor, or by itself or its agents, in all or any public works contracts let by the said local authority in the same manner with the same compliance and enforcement and procedures, powers and penalties as provided in this section. Acts 1968, No. 65, §§ 1-13.

OLB SPECIFICATIONS NO. 80-M-2-5

SECTION 2

GENERAL CONDITIONS

2.01 WORK TO BE DONE:

The work to be done under these specifications consists of furnishing all plant, labor, materials and performing all work required for constructing the Lakefront Levee Raising - Phase III, Orleans Avenue Canal to London Avenue Canal, as follows:

- A) Cutting down, grubbing and removal from the site of selected trees
- B) Transplanting of selected trees
- C) Furnishing material for and constructing a levee
- D) Dressing, fertilizing and seeding (Hydromulch) the complete levee.
- E) Furnishing material for and constructing a ramp.

2.02 LOCATION OF WORK:

The work to be done under this contract is located along the south shore of Lake Pontchartrain between the east side Orleans Canal levee and the west side London Avenue Canal levee, all in New Orleans, Louisiana.

2.03 PLANS:

The work under this contract is shown on Plan No. L.D. 4198 dated August, 1981.

2.04 RISKS AND DIFFICULTIES:

The Contractor shall acquaint himself with the conditions to be encountered in performing the work under this contract. In submitting his proposal he acknowledges that he has visited the site, inspected areas of work, and has acquainted himself with the existing conditions.

Due to the public and private use of these areas utmost cooperation in the working of equipment, parking of vehicles, stockpiling of materials, etc., will be required.

The Contractor shall be responsible for the protection of existing structures, utilities, both above and below ground, and all other improvements. He shall make immediate repairs, at his own expense, of any damage to the above mentioned structures, utilities, etc., as a result of his operations.

The Contractor shall also be responsible for any damages to the private properties located immediately adjacent to the landside levee toe.

The Contractor shall also be responsible for protecting the existing grass on the landside slopes in all the proposed levee sections with a floodside enlargement. Any repairs needed on these grass areas shall be done immediately by sodding at his expense.

OLB SPECIFICATIONS NO. 80-M-2-5
SECTION 2 - GENERAL CONDITIONS

2.05 LAYOUT:

The Contractor shall layout his work from baselines and bench marks established by the Chief Engineer. He shall be responsible for all measurements in connection therewith. The Contractor will be held responsible for the execution of the work to such line and grade as shown on the plans or established by the Chief Engineer, and shall furnish such stakes, templates, platforms, equipment and labor as may be required to perform his work. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Board until authorized to remove them. If such stakes or marks are removed by the Contractor or caused to be removed thru his negligence prior to their authorized removal, these shall be replaced at the expense of the Contractor.

2.06 QUANTITY SURVEYS:

(a) The Board will make original and final surveys and make computations to determine the quantities of work performed or finally in place.

(b) The Contractor shall make such surveys and computations as are necessary to determine the quantities of work performed or placed during each period for which a progress payment is to be made. All original field notes, computations, and other records taken by the Contractor for the purpose of progress surveys shall be furnished promptly to the representative of the Chief Engineer and shall be used to the extent necessary in determining the proper amount of progress payments due to the Contractor. Unless waived in each specific case, quantity surveys made by the Contractor shall be made under the direction of a representative of the Chief Engineer. Should the Contractor propose to use any other method for which a progress payment is to be made, he must obtain approval from the Chief Engineer.

2.07 WORKING TIME:

A normal day shall be considered eight hours. No work shall be permitted in excess of eight hours on any one day, or any work at night, unless in the opinion of the Chief Engineer it is to the Board's advantage to allow such additional work time.

No work will be permitted on the following holidays: New Year's Day, Mardi Gras, Good Friday, Independence Day, Labor Day, All Saints Day, Thanksgiving Day, Christmas Day and Staurdays and Sundays.

Should the Chief Engineer consider it to the advantage of the Board for the Contractor to work on any of the above listed holidays, he reserves the right to order such work, or grant permission for such work.

2.08 RIGHTS-OF-WAY:

Rights-of-way for construction purposes will be furnished by the Board without cost to the Contractor. The Contractor shall at his expense be required to do all work necessary to make such right-of-way suitable for traveling to and from the work site and shall repair all damaged areas to the satisfaction of the Chief Engineer.

2.09 WORK ADJACENT TO ROADS AND STREETS:

Where the construction work is on or adjacent to, or involves hauling over public or private roads or streets, all herein referred to as "streets", said streets shall, except as otherwise specified, be kept open for traffic at all times during the construction period. Further, the Contractor shall, during said construction, provide, erect and maintain warning signs, lanterns or torches or other safety devices and, when necessary provide flagmen for protection of traffic to the satisfaction of the Chief Engineer. The Contractor shall keep the streets free of debris that might be caused to accumulate thereon by his operations, and upon completion of the work, shall clean up the said streets or repair any damage to the streets occasioned by his operations under this contract. The drainage from or on the streets shall not be obstructed by the construction work. The catch basins and drain lines along Lakeshore Drive will be kept clean of any and all hauled material by whatever method the contractor elects to use to the satisfaction of the Chief Engineer. The Contractor shall be responsible for obtaining and paying for all permits required for operation on all streets.

2.10 TOILET FACILITIES:

Portable containment toilets or similar facilities shall be used in lieu of unlined pit-type toilets. Disposal of wastes shall be in a municipal sewage system. The system proposed by the Contractor shall be subject to the approval of the Chief Engineer.

2.11 LABOR DISPUTES:

(a) Whenever the Contractor has knowledge that an actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contractor, the Contractor will immediately give notice thereof to the Chief Engineer, such notice shall include all relevant information with respect to such dispute.

(b) The Contractor will insert this provision in any subcontract hereunder.

2.12 PRE-CONSTRUCTION CONFERENCE:

Prior to commencement of work, Contractor must participate in a pre-construction conference where the Orleans Levee Board will confer with the Contractor regarding working schedule and construction methods to be employed in performing the work under this contract.

OLB SPECIFICATIONS NO. 80-M-2-5
SECTION 2 - GENERAL CONDITIONS

2.13 PERMITS:

The Contractor shall be required to secure and pay for any and all City permits as applicable.

2.14 BARRICADES AND SAFETY PROVISIONS:

To protect persons from injury and to avoid property damage, adequate barricades, construction signs, torches, red lanterns and/or guards are required and shall be placed and maintained during the progress of the construction work.

2.15 DEPARTMENT OF LABOR WAGE DETERMINATION:

In accordance with Act 65 of the Louisiana 1968 Legislative Session there is attached and part hereof a State of Louisiana Department of Labor Prevailing Wage Decision. The Contractor shall be bound by the provisions contained therein and shall prepare his bid taking cognizance of these provisions and stipulations.

2.16 ANALYZATION OF LEVEE FILL MATERIAL:

Attention is hereby made to the fact that the Contractor will be required to supply representative samples of levee material to the Louisiana Cooperative Extension Service to determine the quantity of fertilizer, lime or other chemicals to be used. This service will take a period of three weeks to obtain results.

2.17 U.S. ARMY CORPS OF ENGINEERS INSPECTION:

This work will eventually become a part of the Lake Pontchartrain and Vicinity Hurricane Protection Project which is partially funded by the Federal Government. The U.S. Army Corps of Engineers will be making periodic inspections of the work during the course of the project.

2.18 PRE-BID CONFERENCE:

Prior to the date to receive bids, Contractor must participate in a pre-bid conference where the Orleans Levee Board will confer with the Contractor regarding construction methods and difficulties due to the proximity of private properties along certain areas of work. Contractor will be notified as to date and time of this conference.

OLB SPECIFICATIONS NO. 80-M-2-5

SECTION 3

SPECIAL SPECIFICATIONS

EMBANKMENT

AND RAMP

3.01 FILL MATERIAL:

The select material to be used for fill shall be clay or other relatively impervious cohesive material free from roots, concrete or other objectionable matter and shall be obtained from borrow pits furnished by the Contractor and must be approved by the Chief Engineer prior to hauling any material to the job site.

3.02 EQUIPMENT:

1. TAMPING ROLLERS:

Tamping rollers shall consist of one or more units. Each unit shall consist of cylindrical drum not less than 48 inches in length and not less than 40 inches in diameter. The drums shall be water or sand and water ballasted. Each drum shall have staggered feet uniformly spaced over the cylindrical surfaces such as to provide approximately 3 tamping feet for each 2 square feet of drum surface. The tamping feet shall be 7 to 9 inches in clear projection from the cylindrical surface of the roller, and shall have a face area of not less than 5 or more than 14 square inches. The units shall be equipped with a suitable device for cleaning the feet. The rolling units of multiple-type tamping rollers shall be pivoted on the main frame in a manner which will permit the units to adapt themselves to uneven ground surfaces and to rotate independently. The weight of the roller shall not be less than 1150 pounds per linear foot of drum length weighted, and shall not be more than 675 pounds per foot of drum length empty. The roller shall be pulled by a tractor at a speed not to exceed 3.5 miles per hour.

2. SELF-PROPELLED TAMPING ROLLER:

At the option of the Contractor, self-propelled tamping rollers conforming to the requirements of Paragraph 3.02-1 above may be used in lieu of tractor-drawn tamping rollers. Self-propelled rollers exceeding the empty weight requirements may be used provided that, by the substitution of tamping feet having a face area not exceeding 14 square inches, the foot pressure on the tamping feet of the self-propelled roller can be adjusted to approximately the foot pressure

OLB SPECIFICATIONS NO. 80-M-2-5
SECTION 3 - SPECIAL SPECIFICATIONS
EMBANKMENT AND RAMP

3.02 EQUIPMENT: (continued)

2. SELF-PROPELLED TAMPING ROLLER: (continued)

of the towed roller for the particular working condition. In no case shall the foot areas for self-propelled tamping rollers be less than those specified for the towed rollers. For self-propelled rollers in which steering is accomplished through the use of rubber-tired wheels, the tire pressure shall not exceed 40 pounds per square inch. The roller shall be operated at a speed of not more than 3.5 miles per hour.

3. RUBBER-TIRED ROLLERS:

Rubber-tired rollers shall have a minimum of four wheels equipped with pneumatic tires. The tires shall be of such size and ply as to be capable of being operated at tire pressures between 80 and 100 pounds per square inch at a 25,000 pound wheel load. The roller wheels shall be located abreast and so designed that each wheel will carry approximately equal load in traversing uneven ground. The spacing of the wheel will be such that the distance between the nearest edges of adjacent tires will not be greater than 50 percent of the rated tire width of a single tire. The roller shall have a rigid steel frame provided with a body suitable for ballast loading such that the load per wheel may be varied, as directed by the Chief Engineer, from 18,000 to 24,000 pounds. The roller shall be towed at speeds not to exceed 5 miles per hour.

4. CRAWLER-TYPE TRACTORS:

Crawler-type tractors used for spreading or compaction shall weigh not less than 20,000 pounds, shall exert a unit tread pressure of not less than 6 pounds per square inch, and shall be operated at a speed not to exceed 3.5 miles per hour.

5. SPRINKLING EQUIPMENT:

Sprinkling equipment shall consist of tank trucks, pressure distributors, or other equipment designed to apply water uniformly and in controlled quantities to variable widths of surface.

6. MISCELLANEOUS EQUIPMENT:

Scarifiers, disks, spring tooth or spike tooth harrows, spreaders, power tampers, and other equipment shall be of types suitable for construction of levee embankment.

OLB SPECIFICATIONS NO. 80-M-2-5
SECTION 3 - SPECIAL SPECIFICATIONS
EMBANKMENT AND RAMP

3.03 EMBANKMENT FOUNDATION PREPARATION:

Embankment foundation preparation will not commence prior to October 15. The Contractor will be required to notify the Chief Engineer at least 72 hours prior to commencing work on any reach of levee so that Orleans Levee Board forces can mow the grass immediately prior to chopping.

Immediately prior to the placement of fill material, the entire earth surface on or against which fill is to be placed shall be thoroughly broken to a depth of 6 inches. If for any cause this broken surface becomes compacted in such a manner that, in the opinion of the Chief Engineer, a plane of seepage or weakness might be induced, it shall again be adequately scarified before the depositing of material thereon. All scarifying and breaking of ground surface shall be done parallel to the centerline of the levee. All of the foregoing work shall be completed at least 200 feet in advance of the embankment construction.

3.04 EMBANKMENT CONSTRUCTION:

Materials placed with hauling equipment shall be placed or spread in layers not more than 12 inches in thickness prior to compaction. Layers shall be started full out to the slope stakes and shall be carried substantially horizontal with sufficient crown or slope to provide satisfactory drainage during construction. When the surface of any compacted layer is too smooth to bond properly with the succeeding layer, it shall be adequately scarified before the succeeding layer is placed thereon.

It is the intent of these specifications to secure an embankment having the maximum density obtainable by placement of the embankment material at its natural moisture content. If the material, as excavated from the borrow area, is too wet to obtain the desired density, it may be stockpiled and allowed to drain before it is placed in the embankment cross section, or the wet material may be processed by disking and harrowing, if necessary, until the moisture content is reduced sufficiently. If the material is too dry to obtain the desired density, the Contractor will be required to pre-wet the material in the borrow area, or to uniformly distribute sufficient moisture in each layer before rolling to permit the desired compaction.

When the moisture content and condition of the spread layers are satisfactory, each layer shall be compacted by any of the following methods at the option of the Contractor:

1. TAMPER-TYPE ROLLER:

Four complete passes over each layer will be required. If tamping rollers are used in tandem, not more than two rows will be permitted and, in such case, one trip of the tandem rollers over any surface will be considered as two passes. When tamping rollers are used in tandem, the tamper foot spacing shall be offset so that the circumferential rows on the rear drums are in line with the midpoint of the circumferential rows of the forward drums. Each pass of the tamping roller shall overlap the preceding or adjacent pass by not less than one foot.

OLB SPECIFICATIONS NO. 80-M-2-5
SECTION 3 - SPECIAL SPECIFICATIONS
EMBANKMENT AND RAMP

3.04 EMBANKMENT CONSTRUCTION: (continued)

2. RUBBER TIRED ROLLER:

Two complete passes over each layer will be required.

3. CRAWLER-TYPE TRACTOR:

Three complete passes over each layer will be required.

A pass shall consist of one complete coverage of the surface of a layer by the treads of the roller, tractor, or other compacting equipment. Portions of the embankment which the compacting equipment cannot reach for any reason shall be compacted by an approved method to the density at least equal to the surrounding embankment.

If, in the opinion of the Chief Engineer, the desired compaction of any portion of the embankment cannot be secured by the minimum number of passes specified, additional complete passes shall be made over the surface area of such designated portion until the desired compaction has been obtained.

Dressing: The entire embankment shall be brought to not less than the prescribed cross section at all points. Unreasonable roughness of surface shall be dressed out.

Grade Tolerances: All embankments shall be constructed to the grade and cross section shown on the drawings. A tolerance of three-tenths of one foot above the prescribed grade and cross section will be permitted in the final dressing provided that any excess material is so distributed that the crown of the levee drains, there are no abrupt humps or depressions in the surfaces or bulges in the width of the crown, and the side slopes are uniform. Payment will be made for material placed above the prescribed section within the following limits: 0.3 foot above the crown width extending to the theoretical toes. Any partial fill or temporary stock-piled material placed within the section shall not exceed the grade or slopes of the embankment.

3.05 RAMP:

At levee baseline Station 113+29.20 there is an existing ramp that is to be raised. All the above mentioned specifications for Embankment apply to the ramp raising. The existing shell-fill on the ramp is to be stripped and stock-piled in an area just west of the landside slope of the existing ramp, between the toe of the existing levee and the guard rail that runs along the parking bay.

OLB SPECIFICATIONS NO. 80-M-2-5
SECTION 3 - SPECIAL SPECIFICATIONS
EMBANKMENT AND RAMP

3.06 BASIS OF PAYMENT:

ITEM 1 - EMBANKMENT AND RAMP:

Payment for this work shall be made on the basis of cubic yard of fill in embankment and ramp determined by the average end area method of the difference in cross sections taken prior to and after the completion of the work including the 0.3 foot tolerance mentioned above.

The price quoted in the proposal shall constitute full compensation for preparing the surface, furnishing, placing, compacting and grading the fill and also stripping and stockpiling the existing ramp shell fill.

OLB SPECIFICATIONS NO. 80-M-2-5

SECTION 4

SPECIAL SPECIFICATIONS

CLEARING AND GRUBBING

4.01 SCOPE OF WORK:

The work to be done under this section consists of clearing and grubbing areas and disposing off the site of the cleared and grubbed material and any other trash, debris, logs, stumps, etc., as directed by the Engineer.

4.02 TIME RESTRICTIONS ON CLEARING AND GRUBBING:

The Contractor will not be permitted to perform clearing and grubbing on the existing levee until October 15. The Contractor will be permitted to perform clearing and grubbing beyond the existing levee toes commencing on October 1.

4.03 CLEARING:

The area to be cleared consists of the strip of land lying completely between the toes of the proposed levee extending over the length of the project. Clearing shall consist of the removal of all trees (except oak and palm), brush, logs, trash, debris and any other woody growth within the designated areas.

4.04 GRUBBING:

The entire cleared area shall be grubbed. Grubbing shall consist of the complete removal of all stumps to the depth of three (3') feet below the natural ground surface.

4.05 MEASUREMENT AND PAYMENT:

None. No specific payment will be made for clearing, the cost of which must be included in the price bid for other items.

OLB SPECIFICATIONS NO. 80-M-2-5

SECTION 5

SPECIAL SPECIFICATIONS

TREE RELOCATION

5.01 GENERAL:

The work to be performed under this contract shall be done by a Contractor licensed as a landscape contractor in the State of Louisiana.

The trees to be relocated are to be found between the toes of the proposed levee. Only the oak and palm trees are to be relocated and they will be relocated within 300 feet of the existing location. The exact location will be staked in the field by the Engineer.

The palm trees are to be relocated immediately upon receipt of work order unless other instruction are received from the Chief Engineer. The oak trees are to be relocated between December 15 and March 15.

Should the Contractor elect to relocate palm or oak trees at any other time he will be required to make other arrangements satisfactory to the Chief Engineer.

5.02 DIGGING:

Ball diameter of the trees shall be in proportion to the size of the tree and as dictated by standard practice.

Depth of ball shall be in relation to root system encountered in accordance with established practice as determined by licensed landscape Contractor.

Tree balls shall be burlap wrapped and wire bound in accordance with standard practice.

5.03 PRUNING:

Trees shall be pruned prior to their movement to facilitate transportation. Final pruning shall be done after trees are planted in order that the best qualities of their forms may be brought out, and to remove and treat any branches accidentally broken during movement.

On the oaks, from 1/3 to 1/2 of the buds shall be removed, but cutting back to a formal outline will not be allowed. Every effort must be made to retain the natural form of the trees. The leaders of all trees shall not be cut. The lateral branches shall be headed back, but the small twigs and buds in the center of the crown and along the stem shall not be removed. These shall be retained to provide nourishment and to provide shade for the trunk.

OLB SPECIFICATIONS NO. 80-M-2-5
SECTION 5 - SPECIAL SPECIFICATIONS
TREE RELOCATION

5.03 PRUNING: (continued)

All cuts shall be made flush, leaving no stubs. Paint all cuts over one-half (1/2") inch in diameter with approved tree paint.

5.04 MOVEMENT:

Contractor shall employ equipment of a size capable of lifting tree onto flat-bed for movement without damage to the tree.

5.05 PROTECTION OF TRUNK:

Tree trunk shall be protected in such a way that slings used to lift tree will not cut into or damage bark in any way.

5.06 PLANTING MATERIALS:

1. TOPSOIL MIXTURE FOR TREES:

The material which is used for tamping around the balls and roots of all trees shall be three (3) parts spillway river sand and one (1) part peat moss (Canadian Sphagnum, German Sphagnum, or California Hypnum).

2. BAGASSE MULCH:

Approved coarse bagasse for tree and shrub planting mulch.

3. FERTILIZER FOR TREES:

Shall be an organic base (cotton seed), complete plant food (all purpose), 6-10-4, as approved by the Chief Engineer.

5.07 PLANTING:

1. Tree pits shall be excavated to accommodate tree to be planted. Soil dug from pits shall be disposed of by Contractor.

2. The Contractor is responsible for planting to correct grades and alignment, and all plants shall be set so that when settled, they will bear the same relation to finished grade as they did before being transplanted. No filling will be permitted around trunks or stems.

3. When the plant has been properly set, the pit shall be backfilled with topsoil mixture, gradually filling, tamping and settling with water. The top 3 or 4 inches of the backfill shall not be tamped, but left loose as an earth mulch. No tamping shall be done after watering. A ring of soil shall be formed around the edge of each plant to hold water. The entire ringed in area surrounding the tree shall be mulched immediately with two (2") inches of bagasse.

OLB SPECIFICATIONS NO. 80-M-2-5
SECTION 5 - SPECIAL SPECIFICATIONS
TREE RELOCATION

5.08 GUYING:

Guying and staking shall be completed immediately after planting. Size of supporting timbers; i.e., 2 X 4 or 4 X 4 and number, three (3) or four (4) are determined by size of tree to be guyed.

5.09 TREE MAINTENANCE:

1. Maintenance shall be for a period of one (1) year after the final acceptance.
2. Watering shall be to field saturation to the depth of the balls. Weather conditions will cause variations in the required bi-weekly watering schedule, but at no time shall it be acceptable to allow the trees to reach the wilting point. For the first six (6) weeks, all trees shall be watered once per week unless a variance from this schedule is approved by the Chief Engineer.
3. Weeding, cultivating, control of insects, fungus and other diseases by means of spraying with an approved insecticide or fungicide.
4. Pruning, adjustment and repair of stakes, anchors and wire.
5. Fertilization will be at the time of the initial planting with the specified fertilizer at the rate of two (2) pounds of fertilizer per one (1") inch caliper of the tree.

5.10 BASIS OF PAYMENT:

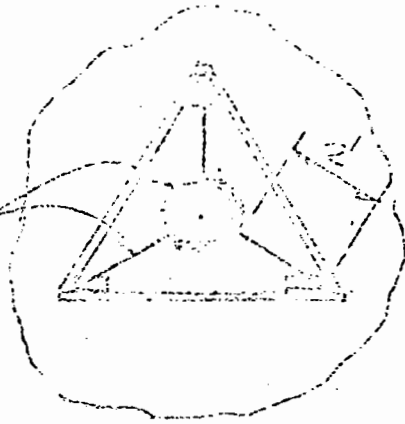
ITEM 2 - TREE RELOCATION (Oak) and ITEM 3 - TREE RELOCATION (Palm)

Payment of this work shall be made on the basis of each tree, either oak or palm, satisfactorily relocated.

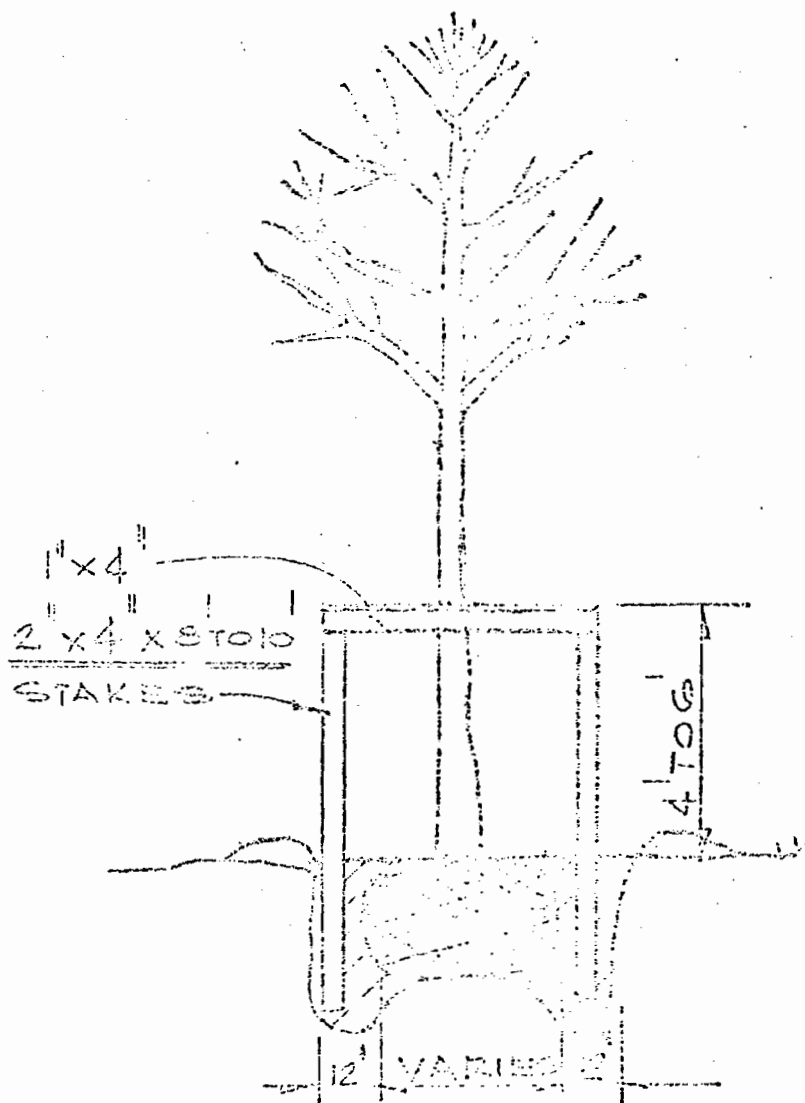
The price quoted in the proposal shall constitute full compensation for relocating trees, planting, pruning, guying and tree maintenance.

OLB SPECIFICATIONS NO. 80-M-2-3
SECTION 5 -
SPECIAL SPECIFICATIONS
TREE RELOCATION

HEAVY RUBBER
HOSE W/ DOUBLE
LOG GALV. WIRE



PLAN



BUYING DETAILS

OLB SPECIFICATIONS NO. 80-M-2-5

SECTION 6

SPECIAL SPECIFICATIONS

TURFING

6.01 SCOPE OF WORK:

The work provided for herein consists of furnishing all plant, labor, equipment, and materials, and performing all operations necessary for finished dressing, fertilizing, seeding, and mulching areas as specified herein and as indicated on the drawings. The establishment of turf shall be performed upon completion of embankment construction in minimum lengths of 500 feet. The period of the year in which the establishment of turf is done on a particular length of embankment will determine the method indicated in Table I which shall be followed for that particular length of embankment. Only one of the methods listed in Table I will be required for that particular length of embankment.

6.02 AREAS TO BE TREATED:

Turf shall be established on all disturbed areas within the construction limits and on all newly constructed embankments as indicated on the drawings.

6.03 COMMENCEMENT, PROSECUTION AND COMPLETION:

1. GENERAL:

Preparation of the ground surface, fertilizing, seeding and mulching operations shall be accomplished during the applicable growing season as specified in Table I.

2. SEQUENCE OF WORK:

The sequence of operations for work prescribed in this section, except mowing, shall be as follows:

- (1) Preparation of Ground Surface
- (2) Preparation of slurry consisting of fertilizer, seed, and wood cellulose fiber mulch
- (3) Application of slurry
- (4) Watering
- (5) Post-fertilizing

OLB SPECIFICATIONS NO. 80-M-2-5
SECTION 6 - SPECIAL SPECIFICATIONS
TURFING

6.04 MATERIALS:

1. FERTILIZER, DURING MULCHING OPERATIONS:

The Contractor will be required to supply representative samples of levee material to the Louisiana Cooperative Extension Service to determine the quantity of fertilizer and lime to be used. This service will take a period of three weeks to obtain results.

Fertilizer shall be uniform in composition and free-flowing. The fertilizer may be delivered to the site in bags or other convenient containers or delivered in bulk. If delivered in bags or containers, the fertilizer shall be fully labeled in accordance with the applicable State fertilizer laws and shall bear the name, tradename or trademark, and warranty of the producer. The fertilizer shall meet the requirements for commercial fertilizer and shall contain a minimum of 100 pounds of available nitrogen per acre, a minimum of 100 pounds of available phosphorus per acre, and a minimum of 100 pounds of available potassium per acre, or the amount determined by the Louisiana Cooperative Extension Service. Should the commercial fertilizer be furnished in bulk, the Contractor shall furnish certified weight tickets and a certified quantitative analysis report, in triplicate, from a recognized testing laboratory certifying the nutrient ratio of the materials. In the event the commercial mixture is delivered to the job site in the original containers, unopened, the analysis report will not be required.

2. FERTILIZER, POSTPLANTING:

The fertilizer shall meet all of the requirements of 6.04-1 above except it shall contain a minimum of 50 pounds of available nitrogen per acre, or the amount determined by the Louisiana Cooperative Extension Service.

3. SOIL FOR REPAIRS:

For fill of areas to be repaired, soil shall be of a quality at least equal to that which exists in areas adjacent to the area to be repaired. Soil used shall be free from roots, stones, and other materials that hinder grading, planting, and maintenance operations and shall be free from objectionable weed seeds and toxic substances.

4. SEED:

Seed labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act shall be furnished by the Contractor. Seed shall be furnished in sealed, standard containers unless written exception is granted. Seed that is wet or moldy or that has been otherwise damaged in transit or storage will not be acceptable. The specifications for seeds shall conform to the following and shall be seeded at the following rates:

OLB SPECIFICATIONS NO. 80-M-2-5
 SECTION 6 - SPECIAL SPECIFICATIONS
TURFING

6.04 MATERIALS: (continued)

T A B L E I

<u>Seeding Period and Grasses to be Used</u>	<u>Minimum Purity %</u>	<u>Minimum Germination %</u>	<u>Minimum Rate lbs./Acre</u>
<u>2 March - 14 September</u>			
Hulled common Bermuda grass	95	87	40
<u>15 September - 31 December</u>			
Unhulled common Bermuda grass	95	87	60
Cereal rye	95	86	70
<u>1 January - 1 March</u>			
Unhulled common Bermuda grass	95	87	30
Hulled common Bermuda grass	95	87	30
Rye grass	97	82	55

5. WATER:

Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass. Lake Pontchartrain water is not acceptable.

6. MULCH:

Wood fiber mulch shall be furnished and applied by the Contractor. Materials that contain noxious grass or weed seeds that might be detrimental to the turfing being established or to adjacent farmland will not be acceptable.

7. WOOD CELLULOSE FIBER MULCH:

Wood cellulose fiber mulch for use with hydraulic application equipment shall consist of specially prepared wood cellulose fiber mixed with a non-toxic, organic tackifier. It shall be processed to contain no growth or germination inhibiting factors, and dyed an appropriate color to facilitate visual metering of application of materials. The mulch material shall be supplied in packages having a net weight not in excess of 100 pounds. The wood cellulose fiber shall contain not in excess of 10 percent moisture,

OLB SPECIFICATIONS NO. 80-M-2-5
SECTION 6 - SPECIAL SPECIFICATIONS
TURFING

6.04 MATERIALS: (continued)

7. WOOD CELLULOSE FIBER MULCH: (continued)

air dry weight basis. The wood cellulose fiber shall be manufactured so that after addition and agitation in slurry tanks, with fertilizer, grass seed, water, and any other additives, the fibers in the material will become uniformly suspended to form a homogeneous slurry; and that when hydraulically sprayed on the ground, the material will form a blotter-like ground cover which, after application, will allow the absorption of moisture and allow rainfall or mechanical watering to percolate to the underlying soil. The Contractor shall be prepared to submit, on request, certification from the supplier that laboratory and field testing of the product has been accomplished, and that the product meets the foregoing requirements.

6.05 SAMPLING AND TESTING:

1. GENERAL:

Sampling and testing shall be the responsibility of the Contractor and shall be performed at no additional cost. Sampling and testing shall be performed by a recognized commercial testing laboratory or may be performed by the Contractor. Tests shall be performed in sufficient number to insure that materials meet the specified requirements. Signed copies of the test results shall be furnished to the Chief Engineer.

2. MATERIAL TESTING:

- (a) Fertilizer: Duplicate signed copies of invoices from suppliers shall be furnished. Invoices shall show quantities and percentage of nitrogen, phosphorous, and potassium for the preplanting fertilizer and percentage of nitrogen for the preplanting fertilizer. Upon completion of the project, a final check of the total quantity of fertilizer used will be made against total area treated, and if minimum rates of application have not been met, an additional quantity of material sufficient to make up the minimum application rate shall be distributed as directed.
- (b) Seed: The Chief Engineer shall be furnished duplicate signed copies of statements certifying that each container of seed delivered is labeled in accordance with the Federal Seed Act and is at least equal to the requirements specified in 6.04-4. This certification shall be obtained from the supplier and shall be furnished on or with all copies of seed invoices.
- (c) Mulch: Representative samples of the materials proposed for use shall be submitted for approval.

OLB SPECIFICATIONS NO. 80-M-2-5
SECTION 6 - SPECIAL SPECIFICATIONS
TURFING

6.06 SPECIAL EQUIPMENT:

1. WOOD CELLULOSE FIBER MULCH SPREADER:

Hydraulic equipment used for the application of slurry that contains fertilizer, grass seed, and wood cellulose fiber shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix a slurry containing up to 300 pounds of fiber plus an amount of fertilizer and grass seeds to supply the rates specified in 6.04-1 and 6.04-4, respectively, for each 1,000 gallons of water. The slurry distribution lines shall be large enough to prevent stoppage. The discharge line shall be equipped with hydraulic spray nozzles that will provide even distribution of the slurry on the various slopes to be mulched. The slurry tank shall have a minimum capacity of 1,000 gallons and shall be mounted on a traveling unit, which may be either self-propelled or drawn by a separate unit, that will place the slurry tank and spray nozzles near the areas to be mulched so as to provide uniform distribution without waste. The Chief Engineer may authorize equipment with a smaller tank capacity provided that the equipment has the necessary agitation system and sufficient pump capacity to spray the slurry in a uniform coat over the surface of the area to be mulched.

6.07 PREPARATION OF GROUND SURFACE:

1. GENERAL:

Equipment, in good condition, shall be provided for the proper preparation of the ground and for handling and placing all materials. Equipment shall be approved by the Chief Engineer before work is started.

2. CLEARING:

Prior to grading and tilling, vegetation and debris that may interfere with turfing operations shall be mowed, grubbed, and raked; and shall be disposed of off the site.

3. GRADING:

Previously established grades and/or slopes shall be maintained in a true and even condition on the areas to be turfed. Necessary repairs to previously graded areas shall be with suitable material placed as prescribed in embankment section.

OLB SPECIFICATIONS NO. 80-M-2-5
SECTION 6 - SPECIAL SPECIFICATIONS
TURFING

6.07 PREPARATION OF GROUND SURFACE: (continued)

4. TILLAGE:

After the areas required to be turfed have been brought to the specified grades, the soil shall be tilled to a depth of at least 2 inches by plowing, disking, harrowing, or other approved operations until the condition of the soil is acceptable. The work shall be performed only during periods when, in the opinion of the Chief Engineer, beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface to be turfed shall be dressed before the next specified operation.

6.08 APPLICATION OF FERTILIZER:

1. FERTILIZATION OF AREAS TO BE WOOD CELLULOSE FIBER MULCH:

Fertilizer meeting the requirements of 6.04-1 shall be distributed uniformly and applied simultaneously with the grass seed and wood cellulose fiber mulch.

2. POSTPLANTING FERTILIZATION:

From 30 to 60 days after fertilizing, seeding and mulching, fertilizer meeting the requirements of 6.04-2 shall be applied uniformly over areas fertilized, seeded and wood cellulose fiber mulched. Fertilizer shall be applied when grass blades are dry to minimize burning.

6.09 SEEDING:

1. GENERAL:

The application seed shall be sown at the rate and time as indicated on Table I, unless otherwise directed in writing. A satisfactory method of sowing shall be employed, using approved hydraulic seeders or other approved methods. When delays in operations extend the work beyond the most favorable planting season for the species designated, or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternative or corrective measures and procedures

OLB SPECIFICATIONS NO. 80-M-2-5
SECTION 6 - SPECIAL SPECIFICATIONS
TURFING

6.09 SEEDING: (continued)

1. GENERAL: (continued)

have been effected. If inspection either during seeding operations or after there is a show of green indicates that strips wider than the space between rows planted have been left unplanted or other areas have been skipped, additional seed fertilizer and/or mulch shall be applied if so directed.

2. HYDRAULIC SEEDING:

Seeding shall be combined with fertilizer and wood cellulose fiber mulch and applied uniformly with equipment meeting the requirements of 6.04-1.

3. DAMAGE TO SEEDING:

The Contractor shall be fully responsible for any damage to the seeded areas caused by his operations. Areas that become damaged as a result of poor workmanship or failure to meet the requirements of the specifications may be ordered to be repaired and reseeded and/or mulched to specification requirements, without additional cost to the Board.

6.10 APPLYING AND ANCHORING MULCH:

The application of the wood cellulose fiber mulch slurry shall be made with the hydraulic equipment specified in 6.04-1. The mulch shall be applied at the rate of 2,200 pounds per acre in combination with water, fertilizer, and grass seed, and shall be sprayed uniformly over the areas to be mulched and seeded.

6.11 WATERING:

The Contractor will be required to water the area planted sufficiently to promote growth. Relying solely on rainfall will not be an acceptable method of watering.

6.12 MOWING:

The seeded areas shall be mowed with approved mowing equipment to a height of 3 to 4 inches whenever the height of vegetation becomes 6 to 8 inches. When the amount of grass is heavy, it shall be removed to prevent destruction of the underlying turf. The Contractor shall be responsible for mowing until the physical completion of all items of the contract.

OLB SPECIFICATIONS NO. 80-M-2-5
SECTION 6 - SPECIAL SPECIFICATIONS
TURFING

6.13 MAINTENANCE:

Maintenance shall consist of watering and mowing as specified in 6.11 and 6.12 and any other work incidental to proper maintenance. Maintenance will be required until the contract is completed.

6.14 REPAIR:

When the surface to be turfed becomes gullied or otherwise damaged or when previously placed turfing is damaged, the affected area shall be repaired to re-establish the condition prior to injury, as directed. Repair work required because of faulty operations or negligence on the part of the Contractor shall be performed without additional cost.

6.15 INSPECTION AND ACCEPTANCE:

Final acceptance will be made on completion of the contract. Acceptance of the established turf will be determined by visual inspection. Existence of erosion problems or dead or dying turf will not be acceptable. Payment will not be made until turf is in an acceptable condition.

6.16 MEASUREMENT:

Establishment of turf by fertilizing, seeding, mulching, and post fertilizing will be measured for payment by the acre. Acreage will be determined from the surface areas computed from the theoretical gross cross section of embankment fertilized, seeded, mulched, and post fertilizing. Measurement will be to the nearest foot and units computed to the nearest one-hundredth of an acre.

6.17 PAYMENT:

Item 4 - TURFING

Payment for establishment of turf by fertilizing, seeding, mulching, and post fertilizing will be made at the contract unit price for "Turfing" and payment shall constitute full compensation for furnish all plant, labor, materials, and equipment, and performing all operations necessary in accordance with these specifications.

OLB SPECIFICATIONS NO. 80-M-2-5

SECTION 7

SPECIAL SPECIFICATIONS

CONCRETE BREAKOUT & REMOVAL

7.01 SCOPE:

The work to be done under this section consists of breaking out and removing from the work site existing concrete steps over the levee and portions of sidewalks.

7.02 SIDEWALKS:

East of the intersection of Marconi Drive and Lakeshore Drive, there is an existing six-foot (6') wide sidewalk that is adjacent to and runs parallel to the south edge of Lakeshore Drive. A portion of this sidewalk, between levee baseline Stations 72+07.8 and 74+39.5, consisting of approximately two hundred thirty-four (234') lineal feet is to be broken out and removed.

West of the intersection of Rail Street and Lakeshore Drive at levee baseline Station 97+81.43 approximately thirty (30') lineal feet of the existing six-foot (6') wide sidewalk is also to be broken out and removed.

At levee baseline Station 137+19, approximately twenty (20') lineal feet of the existing five-foot (5') wide sidewalk on the floodside slope of the levee is to be broken out and removed.

7.03 CONCRETE STEPS:

South of Orleans Levee Board Shelter House No. 2 at levee baseline Station 87+16 the four-foot (4') wide concrete steps on the floodside slope of the existing levee, including the concrete section on the levee crown, are to be broken out and removed. The steps on the land side slope are to remain in place.

West of Orleans Levee Board Shelter House No. 3, at levee baseline Station 101+23.8 and 105+83.4 the existing six-foot (6') wide steps on the flood slope of the levee, including the concrete sections on the levee crown, are to be broken out and removed. All the steps on the landside slope, in these locations, are to remain in place.

At levee baseline Station 111+42.5, which is also in the vicinity of Shelter House No. 3, all the six-foot (6') wide steps on both the landside and flood side slopes of the levee, including the concrete section on the crown, are to be broken out and removed.

OLB SPECIFICATIONS NO. 80-M-2-5
SECTION 7 - SPECIAL SPECIFICATIONS
CONCRETE BREAKOUT AND REMOVAL

7.04 MEASUREMENT AND PAYMENT:

None. No specific payment will be made for concrete breakout and removal, the cost of which must be included in the price bid for other items.

DEBRA R. BOWLAND
SECRETARY OF LABOR



LOUISIANA DEPARTMENT OF LABOR
OFFICE OF LABOR

P. O. BOX 44094 BATON ROUGE, LA. 70804

July 17, 1981

IN REPLY REFER TO:

LAKEFRONT LEVEE RAISING, PHASE III
ORLEANS CANAL TO LONDON AVENUE CANAL
NEW ORLEANS, LOUISIANA
ORLEANS PARISH
PREVAILING WAGE DECISION NO. LDL 7815

J. T. ARMATTA
ASSISTANT SECRETARY

Mr. Lawrence G. Bodet
Chief Engineer
THE BOARD OF LEVEE COMMISSIONERS
OF THE
ORLEANS LEVEE DISTRICT
Suite 202-Administration Building
New Orleans, Lakefront Airport
New Orleans, Louisiana 70126

O. L. B.

JUL 20 1981

Dear Mr. Bodet:

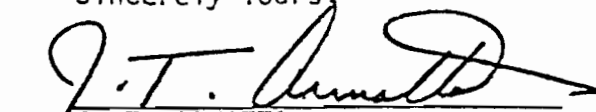
In order to fully implement the provisions of R. S. 38:2301, it is necessary that this office be informed of the successful bidder on all contracts let under the jurisdiction of the above mentioned statute.

Therefore, upon award of contract for the above referenced project, please record the name and address of the successful bidder and the gross amount of the bid accepted and forward to the following address:

Assistant Secretary of Labor
Louisiana Office of Labor
P. O. Box 44094
Baton Rouge, La. 70804

Attention: Prevailing Wage Rate Division

Sincerely Yours,


J. T. ARMATTA
Assistant Secretary of Labor

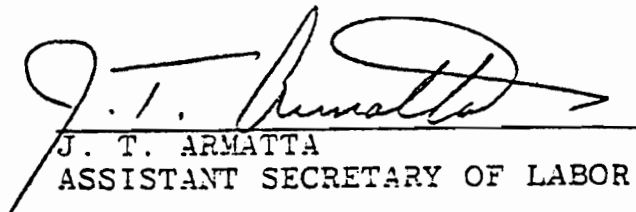
OFFICE OF LABOR
DEPARTMENT OF LABOR
STATE OF LOUISIANA

PUBLIC NOTICE

The Prevailing Wages applicable to this project, as determined by the Office of Labor, Department of Labor, R. S. 38:2301, are attached to this notice.

Should any employee have a question concerning the wages paid to him on this project or his job classification thereunder, said employee should either contact his employer or the Office of Labor.

ADDRESS: OFFICE OF LABOR
P. O. BOX 44094
BATON ROUGE, LA. 70804
TELEPHONE: 504-342-3085 or 342-3095


J. T. ARMATTA
ASSISTANT SECRETARY OF LABOR

REQUIRED PROVISIONS OF PREVAILING WAGE DECISIONS

GENERAL: Where the specifications of a contract exceeds twenty-five thousand dollars (\$25,000.00) and falls within the scope of the other provisions of Act 65 of the 1968 Legislative Session of the State of Louisiana Prevailing Wages as determined by the Assistant Secretary of Labor, Office of Labor, must be paid various classes of workmen, laborers and mechanics on such projects.

This wage determination decision and any modifications thereof during the stated expiration date shall be made a part of every contract for the performance of the described work as provided by applicable law and regulations of the Assistant Secretary of Labor, and the wage rates and fringe benefit payments contained in this decision, including modifications, shall be the minimums to be paid under any such contract by contractors and subcontractors on the work.

Attention is directed to certain excerpts of the Act, quote:

"Section 3: The contractor or his subcontractor shall pay, at the time and at the place established by existing law or custom, all workmen, mechanics and laborers who have performed work under the contract, and without subsequent deduction or rebate on any account, the full amount accrued at time of payment, less any authorized deductions for wage assignments, garnishments, taxes, insurance premiums or other similar lawful deductions computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship or agreement to the contrary which may be alleged to exist between the contractor or subcontractor and such workmen, laborers or mechanics."

"Section 4: The minimum scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work.

There may be withheld from the contractor, so much of accrued payments as may be necessary to pay to workmen, laborers and mechanics employed by the contractor or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid to such workmen, laborers and mechanics and the rates of wages received by such workmen, laborers and mechanics."

"Section 6: In the event it is found by the Assistant Secretary of Labor, or the department, agency or board letting the contract that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract and this law, that the State of Louisiana or its department, agency or board letting the contract may, by written notice sent by registered or certified mail to the contractor, require him to pay to the said workman, laborer or mechanic the amount by which he has been underpaid plus, as a penalty, twice the amount; provided however, that the surety for any such contractor shall not be liable for said penalty."
(SOURCE: REVISED STATUTES 38:2301)

2. Wages will be shown for each employee classification with the notation that any wages to be paid at a higher rate than shown thereunder are negotiable between employer and employee.
3. Notification that anyone who does work in a category other than the one in which his job classification falls, should either be an indentured apprentice under the laws of the State of Louisiana or if not, shall be paid no less than the minimum wages of the classification in which he actually works.
4. The contracting agency shall notify the Office of Labor of date and place of pre-job conference, which notice shall include an invitation to the Office of Labor to attend for the purpose of explaining the contractor's responsibilities under the prevailing wage law.

(over)

4. Notice that job classifications and wage rates under each employee category may, from time to time, be enlarged, altered, amended or terminated, due to obsolescence or development of new classifications, and the right to do so shall remain exclusively with the Assistant Secretary of Labor.
5. Apprenticeship will be governed by the Louisiana Apprenticeship Laws (R.S. 23: 381, et. seq).
- A. The term "apprentice" means a person at least sixteen years of age who has entered into a written apprenticeship agreement with an employer, an association of employers, or an organization of employees, approved by the Department of Labor, Office of Labor, State of Louisiana.
 - B. Should a Successful Bidder of any project let under Act 65 of 1968 (Louisiana Prevailing Wage Rate Law), Have an active established Apprenticeship Program approved by the Louisiana Department of Labor, Office of Labor, such firm (s) are permitted to employ indentured apprentices as provided in their apprenticeship standards.
 - C. The minimum starting wage rate of an apprentice shall not be less than 35% of the mechanic's hourly wage or in no case shall the final period of apprenticeship be less than 75% of the mechanic's hourly wage.
 - D. In no case shall a starting wage rate of apprentices conflict with Federal Laws covering minimum wages.
 - E. The ratio of apprentice allowable shall be, initially, one (1) apprentice to one (1) mechanic, thereafter, a ratio of no more than one (1) apprentice to every two (2) mechanics may be utilized in each apprenticeable classification.
 - F. Should a Successful Bidder of any project let under Act 65 of 1968 (Louisiana Prevailing Wage Rate Law), Not Have an active established Apprenticeship Program approved by the Louisiana Department of Labor, Office of Labor, such firm (s) Shall Not be permitted to employ apprentices as provided by Louisiana State Laws (R.S. 23:381, et. seq), unless or until they have established a bonafide Apprenticeship Program.
 - G. Any Successful Bidder desiring to establish an approved Apprenticeship Program in their firm (s) may contact the following for full information:

LOUISIANA DEPARTMENT OF LABOR
OFFICE OF LABOR
POST OFFICE BOX 44094
BATON ROUGE, LOUISIANA 70804
PHONE (504) 342-3089

All Successful Bidders not having an approved Apprenticeship Program must only utilize Employees under the classifications of mechanics, workmen and laborers.

APPROVED:


J. T. ARMATTA
ASSISTANT SECRETARY OF LABOR

DATE: 11-20-80

DL- W-HWY-2

L. HIGHWAY CONSTRUCTION

A. Mechanics* defined as: skilled in trade or craft, either by completion of an approved apprenticeship program or other proof of years of experience in the particular trade or craft.

BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS			
	H&W	PENSION	VACATION	EDUC. &/OR APP. TR. OTHER
<u>BRICKLAYERS-STONEMASONS*</u>	12.00	.75	1.00	.03
<u>CARPENTERS*</u>	11.40	.70	.60	.06
<u>CEMENT MASONS*</u>	10.10	.45	.40	
<u>ELECTRICIANS*</u>	13.30	.35	.40+3%	.05
Callie Splicer	13.30	.35	.40+3%	.05
<u>IRONWORKERS*</u>	12.12			
<u>LABORERS</u> Laborers, including but not limited to signaller, foundation driller, & demolishing & dismantling man.	7.08	.25	.27	.05
Raker, concrete spreader, carpenters helper, distributor man, finisher helper, formsetter helper, jackhammer operator, jetting laborer, painters helper, pit man, pipelayer or tile layer, power monkey helper, tamper, tree pruner, stonemasons helper, stoker asphalt raker, concrete shovelers, power tool operator & motorized buggy operator.	7.18	.25	.27	.05
Formsetter, head or master-high type pavement	7.63	.25	.27	.05
Powerman	7.88	.25	.27	.05
<u>PALLETTERS*</u> Tape, float & vinyl & paper hangers stage, window jacks & structural steel.	9.845	.625	.60	.08
All industrial work including sandblasting or power tools of any kind.	11.095	.625	.60	.08
<u>PILEDRIVERS*</u>	11.40	.70	.60	.08
<u>PLUMBERS & PIPEFITTERS*</u>	12.60	.60	1.00	.10
<u>POWER EQUIPMENT OPERATORS*</u> Crane, over 60 tons	10.51	.65	1.00	.05
Crane, with 125 feet boom	10.51	.65	1.00	.05
Crane, with 175 feet boom	10.76	.65	1.00	.05

HIGHWAY CONSTRUCTION

POWER EQUIPMENT OPERATORS (CONT'D.)

HEAVY DUTY OPERATORS* - Cranes all types, derricks deck winches (2) Hi-Ho & similar type equipment; 3 drums (or more) stabilizers; pulls all types; concrete mixer 1 yard and over; all pavers; ditching or trenching machines (track type); mechanic equipment welders; well-point systems; hoist 2 drums or more; hoist 1 drum 40 vertical feet or more; scrapers; bulldozers; rubber-tired or track other than farm-type; scoopmobiles, motor patrol; gradeall; rollers on hot mix; asphalt paving machines; front-end loaders other than farm-type, 1 cubic yard & over; shovels & backhoes, all types & equivalent equipment unit operators; piledriver operators; sideboom cats; A-frame trucks when handling steel or pipe; job greaseman; workboats requiring licensed operators; tug-boats, forklifts over 10 ton capacity; foundation drilling machines. The use or repair on the listed equipment shall not alter its classification or change the equipment's identity.

MEDIUM DUTY OPERATORS* - 2 drum stabilizer; front-end loaders under 1 cubic yard; A-Frame truck except when handling steel or pipe; finishing machines (concrete); power subgraders; 2 tractors (crawler type); 1 drum hoist under 40 vertical feet; fireman; concrete spreader; pumil operator; bituminous distributor on surfaces treatment & equivalent equipment; bullfloats & equivalent; work boats not requiring licensed operators; inboard motored crew boats.

LIGHT DUTY OPERATORS* - Single drum stabilizer, concrete mixer under 1 yard; spray curing machines; rollers on subgrade; 1 air compressor over 125 cubic feet; form grader; asphalt finisher screen man; pump over 4 inches; scale operators; crusher operators; concrete jointing machines; concrete saw, tack machines & equivalent equipment; pumpcrete; electric elevator (inside); oiler driver; farm-type, rubber-tired tractor with attachments, except backhoe; Kolum Buff & similar equipment; forklifts, ten ton capacity & under outboard motored crew boats.

Batch Plant Operator

Operator

BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS			
	H&W	PENSION	VACATION	EDUC. &/OR APP. TR. OTHER
10.26	.65	1.00		.05
9.01	.65	1.00		.05
8.66	.65	1.00		.05
7.66	.65	1.00		.05
7.35	.65	1.00		.05

IGHWAY CONSTRUCTION

LIGHT DUTY OPERATORS (CONT'D.)

Fireman
 Fireman Operating Steam Valve
 Cler on Crane Using Air Drive Piles

SHEETMETAL WORKERS*

TRUCK DRIVERS

One ton and under; spotter and dumper.
 One & one-half (1½) tons to and including two (2) tons (exclusive of dump trucks) truck mechanic.
 Single axle dump trucks, single axle water trucks.
 Heavy equipment, tandem axle dump & tandem axle water trucks, winch lift, transit max floats, pole trailer, four axle trailer and truck mechanic.
 Special equipment, euclids & five axle earth moving equipment.

BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
	H&W	PENSION	VACATION	EDUC. &/OR APP. TR.	OTHER
8.71	.65	1.00		.05	
8.96	.65	1.00		.05	
7.60	.65	.100		.05	
12.25	1.07	1.11		.16	
7.38	.45				
7.51	.45				
7.57	.45				
7.65	.45				
7.84	.45				

WELDERS*

Welders - receive rates prescribed for craft performing operation to which welding is incidental.

When laborers or helpers are performing work which is that of another classification, they shall be paid according to the classification of the work actually performed.

SEE APPRENTICESHIP PROVISIONS PAGE 1, SECTION 6

ANY WAGES PAID AT A RATE HIGHER THAN SHOWN HEREIN ARE NEGOTIABLE BETWEEN EMPLOYER & EMPLOYEE.

UNLISTED CLASSIFICATIONS NEEDED FOR WORK NOT INCLUDED WITHIN THE SCOPE OF THE CLASSIFICATION LISTED MAY BE ADDED AFTER AWARD ONLY AS PROVIDED UNDER RULE V (F) OF THE PREVAILING WAGE RATE RULES AND REGULATIONS OF 11/20/80.