

# PLANS AND SPECIFICATIONS

## LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS • OFFICE OF PUBLIC HEALTH

Plans and Specifications must be submitted to the LDHH Drinking Water Revolving Loan Fund (DWRLF) for review and approval as a requirement of the DWRLF program.

### SUBMITTAL REQUIREMENTS

The Plans and Specifications submittal must include, as a minimum, the following:

1. **One (1) Set of detailed Plans and Specifications** must be submitted to LDHH DWRLF. A registered professional engineer, licensed to practice in the State of Louisiana, must stamp the plans and specifications. They should be submitted at least 30 days prior to the time the permitting, comments, and/or recommendations are desired by the owner. *A final permitted set of Plans and Specifications may be requested electronically in Adobe .pdf format.*
2. Include a **vicinity map** showing the project location in relation to major highways, cities, streets, and waterways.
3. Include **layout drawings** of the water distribution mains, showing all pump stations, tanks, hydrants, valves, pipe size and materials, water main depths, etc., as well as the water well or intake location(s).
4. Include **detail drawings** of production (wells), treatment, storage, and distribution facilities with vertical and horizontal views, dimensions, capacities, materials and elevations.
5. Include the latest version of the **Engineering Services Permit Application** for the project. All *applicable* sheets must be completed.

### DESIGN REQUIREMENTS

Plans and Specifications for DWRLF projects must meet the technical design requirements contained in the National Primary Drinking Water Regulations (NPDWR) (40 CFR 141 – 143), the Louisiana Water Well Rules, Regulations, and Standards, November 1985, plus any additional requirements of the State Health Officer as set forth in the Louisiana Sanitary Code (Louisiana Administrative Code Title 51, Part 12, LAC 51:XII, June 2007), which also includes the Louisiana State Plumbing Code by reference (LAC 51:XIV), and must contain the seal and signature of a registered professional engineer in accordance with rules of the Louisiana Association of Professional Engineers and Land Surveyors (LAPELS). The review of the plans and specifications will also include a comparison to the selected alternative as listed in the System Improvement Plan (SIP) for agreement in design.

**Eligibility:** Any portions of the project that do not meet federal eligibility requirements cannot be funded through the DWRLF. *If portions of the project are not eligible, these should be listed separately and identified as ineligible in the bid proposal.*

**Water Meters Requirement:** Most water supply systems use water meters to determine the use by each customer and bills are based on metered use, but there are some that either don't have or don't use water meters. **Those systems that do not have water meters will be required to purchase and install water meters as a condition of obtaining assistance through the DWRLF program.** Advantages of using water meters include:

1. It is the most fair and equitable method of distributing OM&R costs among the users.
2. It encourages water conservation.
3. Customers are alerted (through higher bills) when leaks occur within the plumbing on their premises

**Water Wells & Groundwater Testing:** Any plans and specifications which include a **new water well source** must include the DWRLF Guidance Document for New Groundwater Source Requirements. Such plans and specifications will be approved with the understanding that the quality of water from all finished wells must comply with the National Primary Drinking Water Regulations and should comply with the National Secondary Drinking Water Regulations as promulgated by the U.S. Environmental Protection Agency (USEPA). Samples must be analyzed by a STATE CERTIFIED INDEPENDENT LABORATORY and results submitted to our office for review and approval *before* the groundwater source may be put into service. Approved plans and specifications shall not preclude the necessity of appropriate treatment should the water not comply with these standards. Should any additional treatment be necessary, plans and specifications must be revised to include the appropriate treatment and submitted to our office for review and approval prior to beginning construction.

**Project Performance Period:** The specifications should also include provisions for a one-year project performance period by the contractor.

Program Guidance Documents, Lists, Required Forms, Documents, and Certifications are Available Online at: <http://www.dhh.state.la.us/index.cfm/page/1277>

## **REQUIRED STATEMENTS**

Federal procurement regulations do not apply to DWRLF projects; however, Drinking Water Revolving Loan Fund projects will have to meet a number of cross-cutting Federal laws listed below. Loan Recipients and Contractors will not be eligible to receive DWRLF money until these requirements are met. **These requirements must be expressly stated in the Project Specifications** and it must be stated that all contractors must comply (*See DWRLF's Guidance for Including the Required Clauses for Contract Documents for details regarding these required statements*).

1. Presidential Executive Orders 11625, 12138, and 12432; Women's and Minority Business Enterprise.
2. Presidential Executive Order 12549, Debarment and Suspension.
3. Presidential Executive Order 11246, Equal Employment Opportunity
4. Presidential Executive Order 13202, as amended by E.O. 13208, Preservation of Open Competition.
5. **The following three referenced clauses must be included VERBATIM** in the Project Specifications to satisfy the associated Federal cross-cutting laws (*The verbatim statements may also be found in DWRLF's Guidance for Including the Required Clauses for Contract Documents*).
  - I. Equal Opportunity Clause: 40 CFR PART 8, 1-7
  - II. Historical Preservation Clause: 36 CFR PART 800
  - III. Endangered Species Clause: Endangered Species Act Of 1973, As Amended
6. The Project Specifications must specifically contain a statement that bidding contractors must comply with all OSHA requirements.

*NOTE:* Items 1, 2, 4, 5, and 6 above will apply to all projects receiving loan assistance from funds provided by the Environmental Protection Agency in the capitalization grants awarded to the State. Once all funds provided in the capitalization grants have been used, these requirements will no longer apply. Item 3 above will apply to the DWRLF program permanently.

## **REQUIRED FORMS**

The following forms are necessary for compliance with the requirements listed above in the "Required Statements" section and **must be included in the Project Specifications for the contractors to complete as part of their bids**. Loan recipients and contractors will not be eligible to receive DWRLF money until these requirements are met. The required forms are available online at the website listed above or by request.

1. Form RF-211 Prospective Prime Contractor's (Bidder) Statement About Equal Opportunity Clause. This form must be included in the Specifications.
2. Form RF-212 Prospective Prime Contractor's (Bidder) Certification of Nonsegregated Facilities. This form must be included in the Specifications
3. DWRLF Guidance for Submitting the Disadvantaged Business Enterprise (DBE) Good Faith Effort Requirements. This document must be included in its entirety in the Specifications (*See DWRLF's Guidance for Submitting the DBE Good Faith Effort Requirements*)
4. DBE Forms 1 – 5. These forms must be included in the Specifications (*See DWRLF's Guidance for Submitting the DBE Good Faith Effort Requirements for details*)
5. EPA's DBE Forms 6100-2 "DBE Subcontractor Participation Form", 6100-3 "DBE Subcontractor Performance Form", and 6100-4 "DBE Subcontractor Utilization Form". These forms must be included in the Specifications. **EPA DBE Form 6100-4 must be completed and submitted by the contractor as part of their Executed Contract Documents, whether or not they are using Subcontractors (DBEs or not)**. EPA DBE Forms 6100-2 and 6100-3 shall be provided to any utilized DBE subcontractors for them to complete and the Contractor to submit to DWRLF. EPA DBE Form 6100-3 shall be submitted prior to the DBE Subcontractor beginning construction and can be submitted with the Executed Contract Documents. EPA DBE Form 6100-2 shall be submitted after the DBE Subcontractor's work is complete. The Contractor must confirm (i.e. via email) that EPA DBE Forms 6100-2 and 6100-3 were provided to all DBE Subcontractors.
6. EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters." This form must be included in the Specifications to be completed by the Prime Contractor. Additionally, **the prime contractor must submit an executed EPA Form 5700-49 from each Subcontractor to be used**. This should be clearly stated in the specifications.

## **ADVERTISEMENT FOR BIDS**

The Advertisement (Invitations) for Bids must be submitted as part of the specifications and must include the following

statement:

“Equal Opportunity in Employment: All qualified applicants will receive consideration for employment without regard for race, color, religion, sex, or national origin. Bidders on this work will be required to comply with the President’s Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in the specifications.”

## PROJECT SIGN REQUIREMENTS

All projects receiving all or part of their funding through DWRLF are required to have a weatherproof outdoor project sign. This must be clearly stated in the Specifications. The sign must be displayed conspicuously in a prominent location on-site throughout the entire construction phase. Electronic graphic file versions of the emblems used in the sign are available by request from DWRLF. Following are some general details regarding specifications for the outdoor project sign and the sign template, which are to be filled out by the water system owners. **The full project sign specifications are included in the “DWRLF Project Sign Specifications and Guidance Document”, which MUST be included in the project plans and specifications.** Only one Project Sign is required per project/loan, but it must be the first contract under construction.

Sign Dimensions:	4' x 8'
Sign Material:	Must be constructed of a rigid weatherproof outdoor material (i.e. plywood, metal, PVC or Coroplast, etc.)
Background Color:	White

**Example Project Sign**

NOTE: The PROJECT TITLE must be the name of the entire project covering the full loan amount (i.e. “2016 Water System Improvement Project”) and not just the individual contract.  
The PROJECT COST must be the full loan amount and not the individual contract amount (i.e. “PROJECT COST: \$11,000,000”).

Financed by  
Louisiana Department of Health and Hospitals  
**DRINKING WATER REVOLVING LOAN FUND/EPA**

**WATER IMPROVEMENT PROJECT TITLE**  
**WATER SYSTEM NAME**

PROJECT COST



**DRINKING WATER  
REVOLVING LOAN FUND**  
A PROGRAM OF THE DEPARTMENT OF HEALTH AND HOSPITALS



## BIDDING REQUIREMENTS

Because the Drinking Water Revolving Loan Fund (DWRLF) program is funded by federal capitalization grants, projects receiving loans with these funds must meet certain **Federal Cross-Cutting Authorities** (laws and executive orders) as well as **Appropriations Acts**. Some of these Authorities and Acts are applicable to construction contracts and require certain actions and certifications by contractors and subcontractors. The required statements, forms, certifications, etc. mentioned throughout this guidance document come from these sources.

However, Federal *procurement* regulations for EPA funded projects (40 CFR Part 31) do not apply to DWRLF projects.

Therefore, DWRLF projects must be bid and contracts awarded in accordance with any applicable State laws and regulations, as well as any parish or local ordinances. Plans and Specifications along with Executed Bid/Contract Documents will be reviewed to verify that State requirements (*i.e. State Public Bid/Contract Law*) will or have been followed during the bidding and award process; however, DWRLF's acceptance does not ensure that the project is in compliance with all State and local bid requirements. **It is the Water System's Consultant Engineer's and Bond Attorney's responsibility to know and follow all applicable regulations regarding the bidding and award process.**

**Bid Review:** The DWRLF will review all bid and executed contract documents and, upon acceptance, will issue a letter to the recipient authorizing award of the contract and authorizing the contractor to receive payments, so bidding schedules should be planned to allow time for this activity (*See DWRLF's Guidance for Submitting the Bid and Executed Contract Documents for details*).

## **AMERICAN IRON AND STEEL (AIS) REQUIREMENT (IF APPLICABLE)**

1. The Specifications must include a copy of the **US EPA March 20, 2014 Memorandum "Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014"**. This memorandum states the law and explains the applicability of the AIS Requirement to a DWRLF project. It explains how EPA (thru DWRLF) will implement the requirement and defines the specific projects and components to which these requirements apply. The memorandum also provides the step-by-step process for requesting and documenting project specific waivers, as well as the circumstances under which waivers may be granted. In short, the AIS Requirement will apply to all 'Iron and Steel Products' defined as "products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials". **Manufacturers must provide certifications regarding components that must meet the AIS Requirement - an example Manufacturer AIS Certification is provided in Appendix 5 of the memorandum.** The AIS Requirement will apply to DWRLF projects whose loans closed on or after January 17, 2014. The one exception to this requirement is if a project submitted plans and specifications (P&S) prior to January 17, 2014 and they were approved by DHH prior to April 15, 2014. Additional contracts for the same project with unapproved plans and specifications that are in the same scope, place, and time may also be excluded, but this must be determined on a case-by-case basis with DWRLF and EPA.
2. The Specifications must include a copy of the **US EPA Decision Memorandum regarding the 'De Minimis Waiver' of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014** issued on 4/15/14. This waiver allows *incidental components* less than 5% of the total cost of materials to be excluded from the AIS Requirement. The cost of an individual item may not exceed 1% of the total cost of the materials used in and incorporated into a project. See the NOTE below for further details and instructions regarding the required documentation that must be kept for this waiver.
3. The Specifications must include a **DWRLF American Iron and Steel (AIS) Requirement Contractor Certification**. This certification will be required to be completed and submitted by the Contractor prior to their getting authorized to receive payment.
4. The Specifications must include a **DWRLF American Iron and Steel (AIS) Requirement Pay Request Certification**. This certification will be required to be completed by the Contractor and submitted with every payment request prior to that payment request getting processed for payment.

Additional information regarding the AIS Requirement, including EPA-hosted Webinars and Q&As, can be found at: [http://water.epa.gov/grants\\_funding/aisrequirement.cfm](http://water.epa.gov/grants_funding/aisrequirement.cfm)

**NOTE:** *In accordance with the Engineering Contract (See the DWRLF Engineering Contracts Guidance Document), the Engineer will be responsible for ensuring that Contractors maintain and provide adequate AIS verification documentation (i.e. AIS Manufacturer's Certifications, AIS Waiver Documentation, Materials Invoices, etc.) to the water system and DWRLF for meeting the project's AIS Requirement. This should be monitored or completed through the use of the Resident Inspector (RI) and noted on the RI's Daily Inspection Report Form (an AIS Requirement section has been added to the DWRLF RI Daily Inspection Report Form). The RI should note all materials delivered to the site wherein the AIS Requirement would apply and collect Manufacturer Certifications for those materials or add them to the project's AIS De Minimis Waiver list, wherein invoices for those particular materials would need to be collected. The Engineer must maintain an up-to-date AIS Materials List with Certifications and an up-to-date AIS De Minimis Waiver List with Invoices to be reviewed by DWRLF during inspections and provided to the water system and DWRLF at the*

*end of the project or by request. If an AIS De Minimis Waiver is being used, invoices for ALL project components must be kept to compare Total Materials Cost to the AIS De Minimis Waiver Materials Cost in order to come up with a % of AIS De Minimis Waivered materials – this total project materials cost will also need to be kept up-to-date for inspections. A separate line item for doing this work may be provided on the project budget (Pay Request Form 105). The Engineer may also pass this requirement onto the Contractor(s), but ultimately the Engineer will be responsible.*

## **DAVIS-BACON and RELATED ACTS**

The Specifications must include a **Wage Determination** for the project based on the current U.S. Department of Labor wage rates. Wage rates may be downloaded from <http://www.wdol.gov> and clicking on “Selecting DBA WDs”. Select the appropriate Wage Determination for your project and include it in the specifications when you advertise for bids. Recheck the Wage Determination using **DWRLF’s Davis Bacon Ten Day Call Form** within ten days before bid opening, and if it has been revised, the revised version must be issued to bidders as an Addendum. A completed copy of the Ten Day Call Form must be provided to DWRLF with the Executed Bid Documents.

The following **statement** MUST also be provided in the Specifications:

“The bidding documents include a Wage Determination for the project based on the current U.S. Department of Labor wage rates obtained from Wage Determinations Online (<http://www.wdol.gov>). The Wage Determination will be rechecked ten days before the bid opening, and if it has been revised, the revised version will be issued to bidders as an addendum.”

The “**Wage Rate Requirements Under FY 2011, 2012, 2013, & 2014 Appropriations**” (or updated version based on grant year from which the money may come from) must be included in its entirety in the Project Specifications.

The **DWRLF Davis-Bacon and Related Acts Payroll Certification** must be included in the Specifications. This certification is required to be completed by the water system (or their Davis-Bacon Consultant) and submitted for all payment requests seeking reimbursement for construction costs. DWRLF will deduct all requested construction costs that do not include this Certification.

The following **text** MUST be included in the Specifications (*note that there are two highlighted locations where the name of the loan or grant recipient needs to be provided*):

[Code of Federal Regulations]  
[Title 29 Volume 1]  
[Revised as of July 1, 2008]  
From the U.S. Government Printing Office via GPO Access  
[CITE: 29CFR5.5]

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### TITLE 29--LABOR

#### PART 5 LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION (ALSO LABOR STANDARDS

##### Subpart A - Davis-Bacon and Related Acts Provisions and Procedures

##### Sec. 5.5 Contract provisions and related matters.

(a) The Louisiana Department of Health and Hospitals requires the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site

of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

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

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

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

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

(2) Withholding. The [write in name of the loan or grant recipient] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Louisiana Department of Health and Hospitals may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall Maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Louisiana Department of Health and Hospitals if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner,

as the case may be, for transmission to the Louisiana Department of Health and Hospitals. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Sec. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (i.e. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Website at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. They may also be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Louisiana Department of Health and Hospitals if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Louisiana Department of Health and Hospitals, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Contract Work Hours and Safety Standards Act. The Assistant Secretary, or his duly authorized representative, of the Louisiana Department of Health and Hospitals shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of

any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

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

(d) Health and Safety: The provisions of this paragraph are applicable only where the amount of the prime contract exceeds \$100,000.00.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions are binding on each subcontractor. The

Contractor shall take such action with respect to any subcontract, as the Secretary of Labor shall direct as a means of enforcing such provisions.