



CRCL Oyster Shell Recycling Program

Project Name: Pointe-au-Chien Trenasse Closure
Project Location: Bayou Pointe-au-Chien, 1.3 miles from the Pointe aux Chenes Marina 4266 LA-665, Montegut, LA 70377
Coastal Use Permit: P20240454
Bid Deadline: **October 31, 2024, by 5:00 PM CDT**

Request for Bids

The intent of this Request for Proposals is to select a contractor to construct a restoration project on Bayou Pointe-au-Chien, Terrebonne Parish, Louisiana. To protect a culturally important area from erosion, CRCL is looking for a contractor to build a lumber crib structure and fill the cribs with straw bales.

Contractors are encouraged to apply even if their proposals do not meet all parameters. We are open to working with you to make this project possible.

If you are interested in bidding on the project, we invite you to contact the RFP Coordinator to discuss logistics, questions and concerns. Contractors are invited to contact the RFP Coordinator by phone or email anytime.

RFP Coordinator: Darrah Fox Bach
Email: darrah.bach@crcl.org
Phone: (415) 722-6404

This project is made possible with funding support from the United States Environmental Protection Agency.

Response Instructions

Email your response to: Darrah Fox Bach, Darrah.bach@crcl.org

Please respond to this RFP with:

- A description of your business and qualifications,
- A description of your background and experience with this type of project,
- Your proposed methodology to complete the project,
- Price information – the total amount of your bid including an itemized budget,
- Name, role of each person who will work on the project,
- A description of the safety measures that you will take for employees working on this project and the environment you will be working in,
- The information requested in the Contractor Information and Certification section on Page 8.

If you have questions and/or are unable to meet/provide any of the information above, please reach out to RFP Coordinator Darrah Fox Bach to discuss.

All Contractors will be notified about CRCL's decision on **November 15, 2024**.

Additional details will be negotiated during contract proceedings to ensure adherence to federal procurement requirements.

Design Specs

- Construction of 4 lumber cribs and placement of straw bales inside the cribs.
- Use of either large or small straw bales is acceptable.
- Up to 615 cubic yards of straw bales to be installed across four sections.
- Barge should not exceed 35ft. in length and 15ft. wide with crane/davit suitable to hoist and drive straw bales and cribbing accordingly.
- Construction plan should describe cribbing assembly method.
- Fully loaded vessel to draft less than or equal to 2.0'.
- Straw bales shall be clean and free of contaminants.
- Straw bale placement shall not encroach on any existing, adjacent marsh or wetland habitat.
- Contractor shall not discharge any human waste which does not meet or exceed the requirements of the department of health and hospitals.

Materials

- 1/4" hot dipped galvanized (HDG) bolts
- Straw bales
- Treated cribbing boards

Dimensions of Cribbing

- Cribbing boards should be vertical every 5 ft. across the beginning and ending lengths.
- Cribbing boards should be horizontal every 3 ft. across the beginning and ending lengths (horizontal boards near the surface should be placed to account for tidal range).

Section	Beginning Length	End Length	Depth Elevation
B	26.5'	26.5'	5.75'
C	26.5'	26.5'	5.75'
D	27'	28'	5.75'
E	29'	25'	5.5'

Location

The project location is on the west bank of Bayou Pointe-au-Chien approximately 1.3 miles from the Pointe aux Chene Marina.

Materials staging and vessel loading to occur off site at an existing upland facility. The Pointe-au-Chien Indian Tribe Community Center (3798 LA-665, Montegut, LA 70377) has a bulkhead that is available as a staging area. The staging site is located approximately 2.45 miles from the project site by boat. If this site is not workable, CRCL will work with the Contractor to find a different materials staging area.

Bid Pricing

Bid options include:

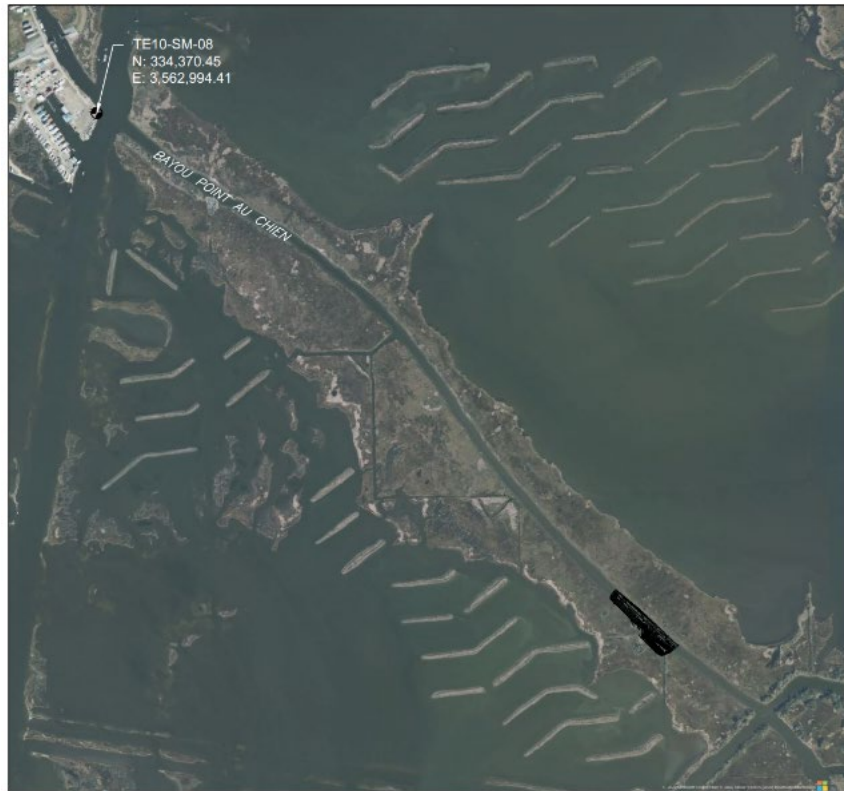
- Contractors may choose to include materials, materials transportation and construction costs in the bid with a maximum bid of \$36,860.

- Contractors may otherwise exclude materials and materials transportation to staging area from the bid and only bid for the construction of the project for a maximum bid of \$20,000.

Sensitivity

This project is being implemented through a partnership between the Coalition to Restore Coastal Louisiana and the Pointe-au-Chien Indian Tribe. Due to the sensitive nature of the project location as a site of cultural importance and archaeological significance, CRCL requests that Contractors approach this project with sensitivity and respect for the Tribe and the cultural significance of the project site. The Contractor should propose an implementation plan with minimal impact on the land area adjacent to the trenasse. Permits may prohibit the Contractor from working on land.

Maps and Design Drawings



Project Location



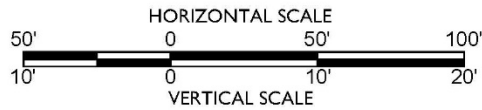
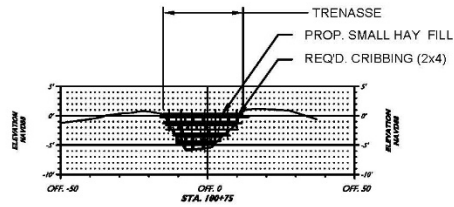
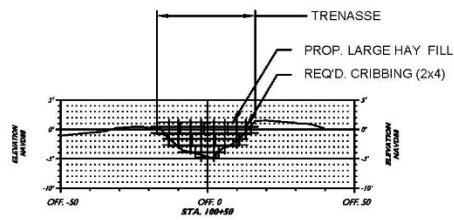
Project design detail.

NOTE: THESE DRAWINGS ARE TO BE USED EXCLUSIVELY FOR ACQUISITION OF REGULATORY PERMITS.

REVISED: 08/15/2022
09/09/2022

SECTION 01, T19S, R20E, TERREBONNE PARISH, LOUISIANA

TRENASSE CLOSURE @ BAYOU POINT AU CHIEN - TYPICAL SECTION



PREPARED BY:
MREC ENVIRONMENTAL, LLC



3036 Pritchard Rd., Marrero, LA 70072
Phone: (504) 423-3107
Web: www.mrecenvironmental.com

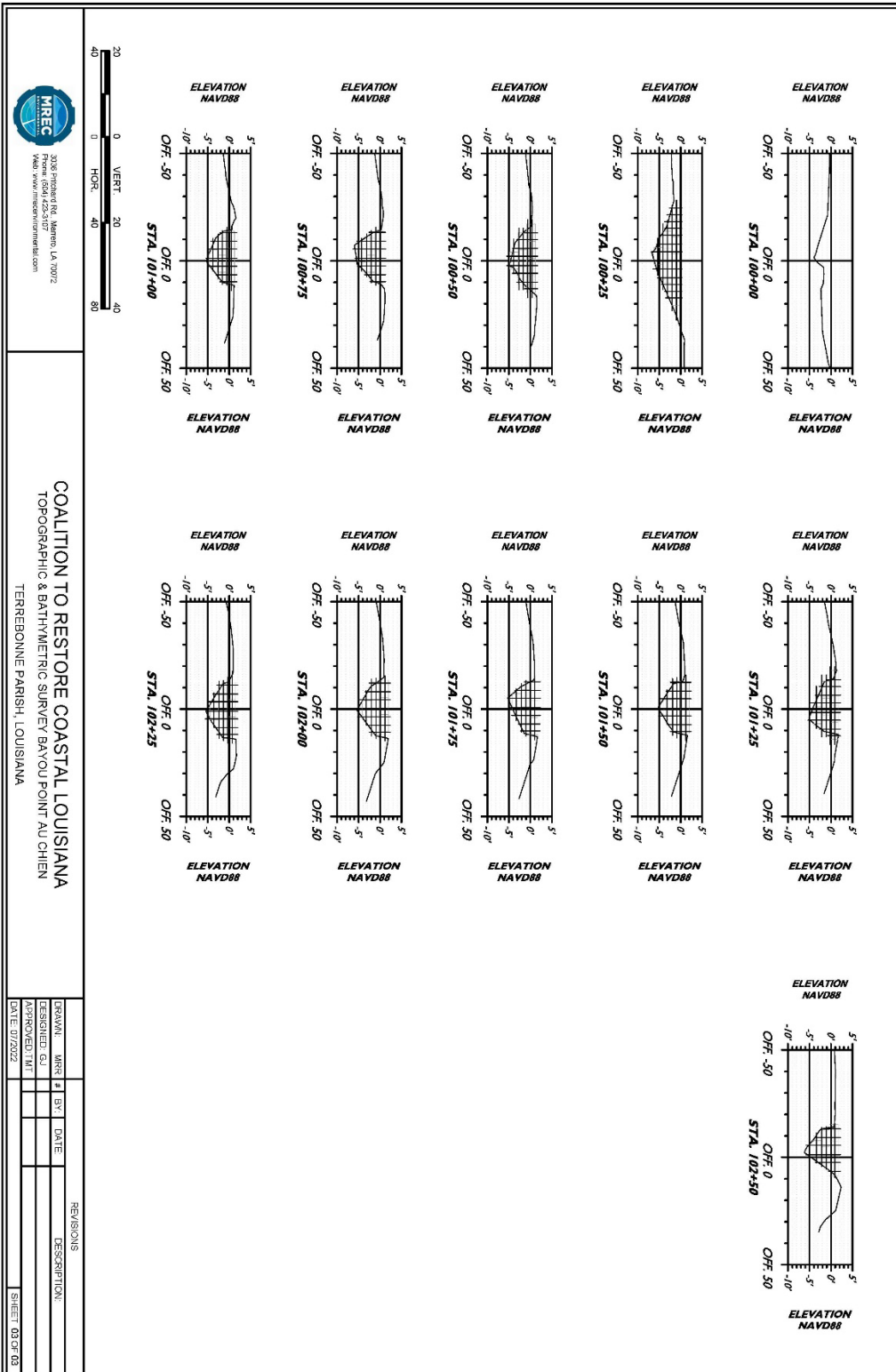
COALITION TO RESTORE COASTAL LOUISIANA
PROPOSED TRENASSE CLOSURE
TERREBONNE PARISH, LOUISIANA

SECTION VIEWS

SCALE: 1" = 50'
DATE: 06/10/2024
DRAWN BY: BATTURE LLC

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Proposed cribbing design.



COALITION TO RESTORE COASTAL LOUISIANA
 TOPOGRAPHIC & BATHYMETRIC SURVEY BAYOU POINT AU CHIEN
 TERREBONNE PARISH, LOUISIANA

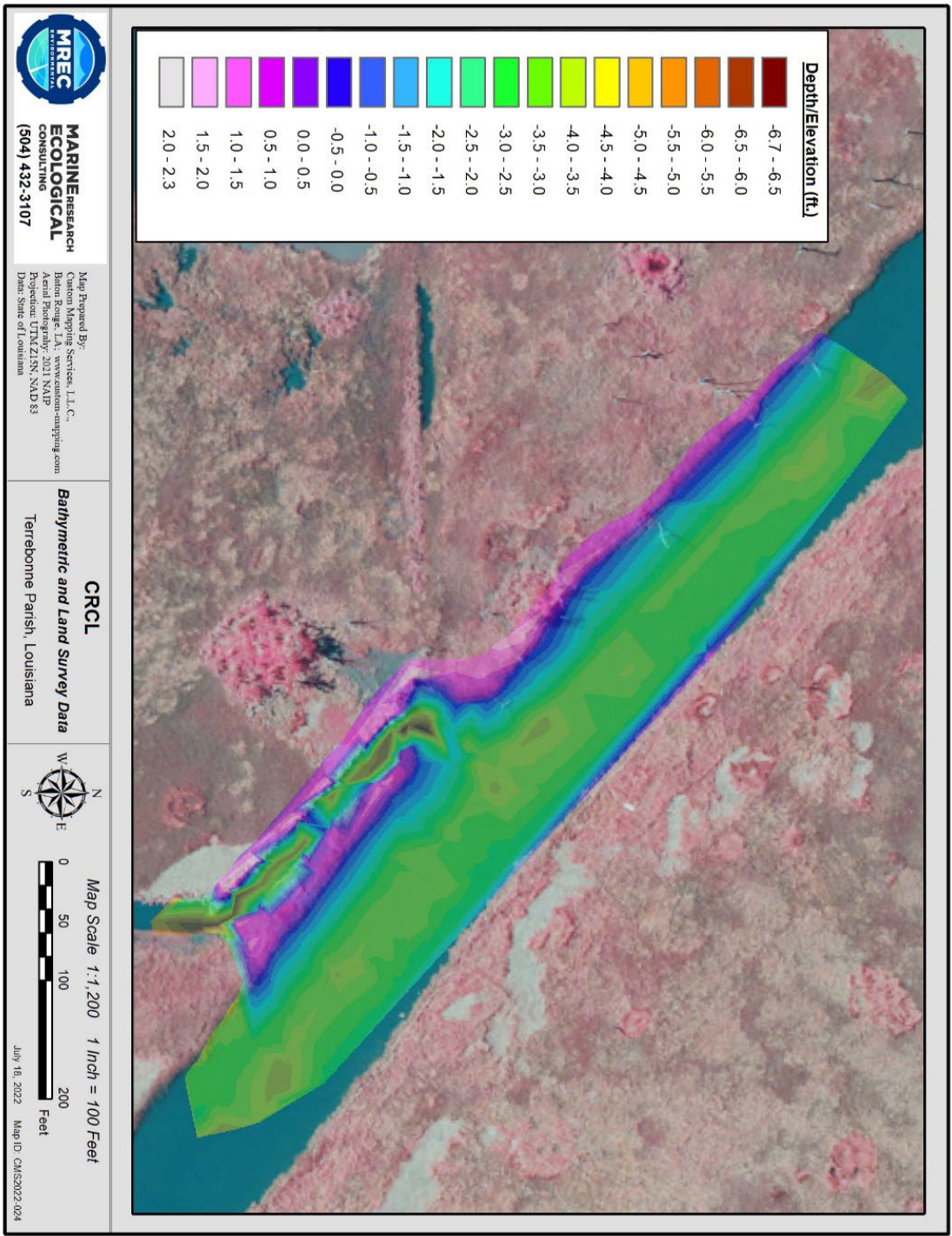
ISSUED	DATE	DESCRIPTION
DESIGNED	SLJ	
APPROVED	INT	
DATE	07/20/22	

REVISIONS

NO.	DATE	DESCRIPTION

SHEET 03 OF 03

Project design cross-sections.



Bathymetric survey.

Contractor Information and Certification

GENERAL INFORMATION

Company Name: _____

US Mail Address: _____

Company Phone Number: () _____

Federal ID or SSN _____

Company E-mail Address: _____

Contact Name: _____

Contact Phone Number: () _____

Contact E-mail Address: _____

Contractor certifies that the above information is true and grants permission to CRCL to contact the above-named person or otherwise verify the information provided.

CUSTOMER INFORMATION

Have you previously worked with CRCL? Yes No

If yes, please describe how you worked with CRCL:

FINANCIAL INFORMATION

Indicate your annual sales (in thousands of US dollars) for the past three years (IF APPLICABLE):

Indicate your Dun & Bradstreet/Data Universal Number (DUNS) Number (IF APPLICABLE):

Dun & Bradstreet Number (DUNS Number)	
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EMPLOYEE INFORMATION

Number of Employees:	
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DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Please indicate below if your firm is at least 51% minority or woman-owned, controlled and operated (an MBE or WBE), classified as a small business enterprise, a labor surplus area firm, or otherwise as a disadvantaged business entity (DBE). Identify the % of minority or woman ownership. Also describe any certifications, as well as evidence of such certifications.

LEGAL

If your company is bonded, please indicate type:

Performance Bond _____ YES _____ NO
Labor & Material Payment Bond _____ YES _____ NO

Are there any judgements, suits, or claims pending against your firm?		YES		NO
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If yes, please explain:

Has your firm operated under a different name?

If yes, please provide:

Unique Entity ID	
CAGE/NCAGE:	

Certification

By its submission of this proposal and authorized signature below, Contractor certifies that:

1. Contractor has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.
2. The information contained in its response to this RFP is accurate;
3. Contractor complies with the requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
4. Contractor accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
5. Contractor accepts the prevailing wage determination, attached, and will comply with all wage-related requirements of the Davis-Bacon Act, described in the Additional Provisions for Federal Grant Projects section.
6. Contractor's quote is valid for at least 90 days from the date of proposal's signature below;
7. Contractor understands that if selected as the successful Contractor, they will have 11 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name:

SIGNATURE of Contractor's Authorized Representative

DATE

Additional Provisions for CRCL Procurement Policy

Monitoring and Reporting

Monitoring of this project will be conducted by CRCL. Reporting by Contractor will include:

- A final construction report detailing the project is due to CRCL by the date specified in the Schedule of Events. The report should include:
 - Hours worked on the project;
 - A general description of the work performed;
 - Billing rate;
 - Total funds received for the project (if subcontracted);
 - Percentage of the project completed by a subcontractor (if subcontracted);
 - Total amount of materials used for the project;
- Weekly payroll reports using U.S. Department of Labor Form WH-347.

Bidding

CRCL reserves the right to reject, accept, or ask for modification of a proposal in whole or part. If CRCL makes a request of a Contractor during this process, the Contractor has 48 hours to respond before CRCL will consider the inquiry unresolved and may proceed with other Contractors.

CRCL is not obligated to accept the lowest-cost bid, nor to share bid results with other Contractors.

Preference will be given to Contractors supplying products and services that conserve natural resources and the environment. Also, positive efforts will be made to utilize small-business, minority-owned firms, and women's business enterprises, when possible.

CRCL shall not be liable for any costs incurred by the Contractors prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Contractors in responding to this RFP are entirely the responsibility of the Contractors and shall not be reimbursed in any manner by CRCL.

CRCL will not be liable for any errors in proposals. CRCL reserves the right to make corrections or amendments due to errors identified in proposals. CRCL has the right to request clarification or additional information from the Contractors.

Contractor Qualifications

CRCL will evaluate Contractor qualifications considering:

- Financial and technical resources for performance, or the ability to obtain such resources as required during performance;
- Experience, organization, technical qualifications, skills, and facilities, or the ability to obtain them;
- Compliance with the schedule;
- Record of integrity, judgment, and performance;
- Safety – describe your safety measures that apply to managing risks associated with the services in this RFP;
- Qualification and eligibility to receive an award under applicable laws and regulations;
- Good standing with the Louisiana Secretary of State;
- Compliance with Louisiana Department of Environmental Quality requirements;
- Has no pending litigation in the past 5 years, if you have pending litigation please describe;
- Not barred or suspended within the System for Award Management (sam.gov), and

- Adequate insurance coverage (see Insurance Requirements).

Insurance Requirements

Contractors must carry appropriate insurance coverage for the duration of the Contract and be prepared to name CRCL as additionally insured on the Contractor's policies and provide CRCL with evidence of the appropriate insurance for the following:

- Workers' Compensation: the Contractor shall maintain during the life of the contract Worker's Compensation Insurance for all the Contractor's employees working in relation to the services in accordance with this RFP;
- Commercial General Liability: The Contractor shall maintain during the life of the contract Commercial General Liability Insurance which shall protect the Contractor and CRCL during the performance of services in accordance with this RFP including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000;
- Licensed and Non-Licensed Motor Vehicles: the Contractor shall maintain during the life of the contract Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage and shall cover the use of non-licensed motor vehicles utilized in performance of the services in accordance with this RFP.

Additional Provisions Incorporated Into the Solicitation

Additional provisions that apply to this solicitation and contracts made under this solicitation are attached. These are important and Contractors must review them when preparing proposals for this solicitation.

Subcontracting Information

CRCL shall have a single primary Contractor as the result of any contract negotiation. That primary Contractor shall be responsible for all deliverables specified in the RFP, proposal, and contract. Notwithstanding this general requirement, the Contractor may enter into subcontractor arrangements, provided that the Contractor shall retain total responsibility for the entire contract.

If the Contractor intends to subcontract for portions of the work, pay careful attention to the information and requirements in the section titled Additional Provisions for Federal Grant Projects. The Contractor should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The Qualifications and Insurance Requirements included in this section will also be required for each subcontractor. The primary Contractor shall be the single point of contact by CRCL for all subcontract work. If the Contractor intends to subcontract portions of the work, the Contractor will be required to fill out a Procurement Checklist that will be provided to the Contractor by CRCL.

Small and minority businesses, women's business enterprises, labor surplus area firms, and other disadvantaged business enterprises (collectively "DBEs") are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

- Placing qualified DBEs on solicitation lists;
- Assuring that DBEs are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs;

- Establishing time frames and delivery schedules, where the requirement permits, which encourage participation by DBEs;
- Using the services and assistance of the Small Business and the Minority Business Development Agency of the Department of Commerce.

Unless provided for in the contract with CRCL, the primary Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of CRCL.

Ownership of Proposal and Proprietary Information

All materials submitted in response to this request shall become the property of CRCL. Selection or rejection of a proposal does not affect this right. Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

Additional Provisions for Federal Grant Projects

Contracts resulting from this RFP shall include the following provisions in accordance with 2 C.F.R. Part 200 Appendix II and related federal authority:

1. EQUAL EMPLOYMENT OPPORTUNITY

Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965,

with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. SUSPENSION AND DEBARMENT

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C, as implemented and supplemented by 2 C.F.R. Part 1532 and must include a requirement to comply with these regulations in any subcontract it enters into. The contractor is further responsible for requiring the inclusion of a similar term and condition in any subsequent lower tier covered transaction.
- (3) This certification is a material representation of fact relied upon by CRCL. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C in addition to remedies available to CRCL, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The contractor may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/to> determine whether an entity or individual is presently excluded or disqualified.

3. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES

Prohibition on certain telecommunication and video surveillance services or equipment.

Contractor must comply with regulations at 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, implementing section 889 of Public Law 115-232. The regulation prohibits the use of funds on federally funded projects to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use "covered telecommunications equipment or services" from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company,

and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. The prohibition extends to the use of all funds under federally funded projects by recipients and subrecipients, including those subject to contract. Contractor shall insert the substance of this clause, including this sentence, in all subcontracts and other contractual instruments.

4. **DOMESTIC PREFERENCE**

Domestic Preference. In the performance of this Agreement, Contractor shall, as appropriate and to the greatest extent practicable, purchase, acquire, and/or use goods, products, and materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer- based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5. **DISADVANTAGED BUSINESSE ENTERPRISES (DBE)**

Disadvantaged business enterprise (DBE) Competition Requirements.

1. Contractor agrees to ensure that disadvantaged business enterprises (DBEs) have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, Contractor shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform services relating to this contract. The following affirmative steps for utilizing DBEs are required:

- a. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
- b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c. Consider in the contracting process whether firms competition for large contracts should subcontract with DBEs.
- d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

- f. If the Contractor awards subcontracts, the Contractor is required to take steps outlined above (a.-e..).
2. The Contractor shall also maintain records documenting compliance with the six good faith efforts. Examples of proper documentation include, but are not limited to, bidders list, email logs, phone logs, electronic searches and communication, handouts at conferences, flyers sent to DBEs or similar records.
3. Contractor agrees to complete and submit a “MBE/WBE Utilization Under Federal Grants and Cooperative Agreements” report (EPA Form 5700-52A), with respect to any subcontractors, by September 30, 2024 for the period beginning with the start of the project through September 30, 2024, and also within 30 days of completion of the project.
4. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by Contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legally available remedies.
5. Contractor must pay its subcontractor for satisfactory performance no more than 30 days from Contractor’s receipt of payment from CRCL.
6. CRCL must be notified in writing by Contractor prior to any termination of a DBE subcontractor for convenience by Contractor.
7. If a DBE subcontractor fails to complete work under a subcontract for any reason, Contractor must employ the six affirmative steps described above if soliciting a replacement subcontractor.

6. DBRA REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS UNDER EPA GRANTS

The contractor acknowledges that by entering into this contract, funded by an Environmental Protection Agency assistance agreement (grant), the contractor agrees to comply with the following terms and conditions in accordance with [29 CFR 5.5](#), if this contract is for activities covered under Davis-Bacon and Related Acts (DBRA) and exceeds (or will exceed) \$2,000. Definitions for many of the terms used below are provided in [29 CFR 5.2](#).

For the purposes of this clause, non-Federal entities that enter into contracts with contractors are considered “contracting agencies”. Contracting agencies may be EPA grant recipients and/or subrecipients at any tier (including borrowers). “Contracting officers” work for contracting agencies.

(a) Required Contract Clauses

(1) Minimum Wages

(i) Wage rates and fringe benefits

All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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.

As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section.

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 classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the [Davis-Bacon poster \(WH-1321\)](#) must 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) Frequently recurring classifications

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR Part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) *Conformance*

(A) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(D) 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 will, by email to DBAconformance@dol.gov, 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.

(E) The contracting officer must promptly notify the contractor of the action taken by the [Wage and Hour Division under paragraphs \(a\)\(1\)\(iii\)\(C\) and \(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker, or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must 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.

(iv) *Fringe benefits not expressed as an hourly rate*

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) *Unfunded plans*

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, in accordance with the criteria set forth in [§ 5.28](#), 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.

(vi) *Interest*

In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding

a. Withholding requirements

The EPA, grant recipient, subrecipient at any tier, and/or contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [§ 5.2](#)).

The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the **EPA, grant recipient, subrecipient at any tier, and/or contracting agency** may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

b. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- i. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

- ii. A contracting agency for its reprocurement costs;
- iii. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- iv. A contractor's assignee(s);
- v. A contractor's successor(s); or
- vi. A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(3) Records and certified payrolls

a. Basic record requirements

i. Length of record retention

All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

ii. Information required

Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis- Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

iii. Additional records relating to fringe benefits

Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

iv. Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements

i. Frequency and method of submission

The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-

covered work is performed, certified payrolls to the **contracting agency** if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the **contracting agency**. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

ii. Information required

The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired.

Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

iii. Statement of Compliance

Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

(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(s) of work actually performed, as specified in the

applicable wage determination incorporated into the contract.

iv. *Use of Optional Form WH-347*

The weekly submission of a properly executed certification set forth on the reverse side of [Optional Form WH-347](#) will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(C) of this section.

v. *Signature*

The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

vi. *Falsification*

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

vii. *Length of certified payroll retention*

The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*

The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access*

i. *Required record disclosures and access to workers*

The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that **the EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the **EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

ii. *Sanctions for non-compliance with records and worker access requirements*

If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews

during working hours on the job, may be grounds for debarment action pursuant to [§ 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

iii. *Required information disclosures*

Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the **Environmental Protection Agency** if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the **EPA, recipient, or subrecipient at any tier, contracting agency**, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and Equal Employment Opportunity

a. *Apprentices*

i. *Rate of pay*

Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. *Fringe benefits*

Apprentices must 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, fringe benefits must be paid in accordance with that determination.

iii. *Apprenticeship ratio*

The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

iv. *Reciprocity of ratios and wage rates*

Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*

The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) is reserved

(6) Subcontracts

The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section or a link to the **DBRA Requirements for Contractors and Subcontractors Under EPA Grants** document on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage, along with the applicable wage determination(s) and such other clauses or contract modifications as the Environmental Protection Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) – (9) are reserved

(10) Certification of Eligibility

(i) By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

(11) Anti-Retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

8. ACCESS TO RECORDS

Access to Records. Contractor agrees to provide CRCL, Restore America’s Estuaries, the Environmental Protection Agency (EPA), and EPA Office of Inspector General, or any of their authorized representatives access to any books, documents, papers, and records (including electronic records) of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The right of access also includes timely and reasonable access to Contractor and Contractor’s personnel for the purpose of interview and discussion related to such documents. The requirements of this section must be included in all subcontracts.

DAVIS-BACON PREVAILING WAGE DETERMINATION

"General Decision Number: LA20240002

05/17/2024 Superseded General Decision Number:

LA20230002

State: Louisiana

Construction Type:

Heavy

Counties: Acadia, Ascension, Bossier, Caddo, Calcasieu, East Baton Rouge, Lafayette, Lafourche, Livingston, Ouachita, Rapides, St Landry, St Martin, Terrebonne, Webster and West Baton Rouge Counties in Louisiana.

HEAVY CONSTRUCTION PROJECTS (includes flood control, water & sewer lines, and water wells; excludes elevated storage tanks, industrial construction-chemical processing, power plants, and refineries)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the</p>

	applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	05/17/2024

CARP1098-004 07/01/2022

ASCENSION, EAST BATON ROUGE, LIVINGSTON AND WEST BATON ROUGE PARISHES

	Rates	Fringes
CARPENTER (formbuilding/formsetting).....\$	29.04	10.86

 CARP1098-014

07/01/2022 CALCASIEU

PARISH

	Rates	Fringes
CARPENTER (formbuilding/formsetting).....\$	29.04	10.86

 CARP1098-015 07/01/2022

ACADIA, LAFAYETTE, ST. LANDRY AND ST. MARTIN PARISHES

	Rates	Fringes
CARPENTER (formbuilding/formsetting).....\$	29.04	10.86

 CARP1098-016 07/01/2022

BOSSIER, CADDO, OUACHITA, RAPIDES AND WEBSTER PARISHES

Rates Fringes

CARPENTER
(formbuilding/formsetting).....\$ 29.04 10.86

CARP1846-008 07/01/2022

LAFOURCHE and TERREBONNE

PARISHES

Rates Fringes

CARPENTER
(formbuilding/formsetting).....\$ 29.09 10.27

ELEC0130-009 12/04/2023

LAFOURCHE AND TERREBONNE

PARISHES

Rates Fringes

ELECTRICIAN.....\$ 34.00 15.20

ELEC0194-007 09/04/2023

BOSSIER, CADDO, and WEBSTER PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.25	14.87

ELEC0446-007 09/01/2023		

OUACHITA PARISH

	Rates	Fringes
ELECTRICIAN.....	\$ 27.65	1.25%+13.18

* ELEC0576-006 03/01/2024		

RAPIDES PARISH

	Rates	Fringes
ELECTRICIAN.....	\$ 28.00	4.25%+10.10

ELEC0861-006 09/01/2023		

ACADIA, CALCASIEU, LAFAYETTE, AND ST. MARTIN PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.73	4.34%+13.45

ELEC0995-006 01/01/2024		

ASCENSION, EAST BATON ROUGE, LIVINGSTON, ST. LANDRY, AND WEST BATON ROUGE PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 28.29	13.02

* SULA2004-006 04/29/2004		

	Rates	Fringes
CARPENTER (all other work).....	\$ 12.81 **	0.00
Cement Mason/Concrete Finisher...	\$ 13.77 **	0.00
Laborers		
Common.....	\$ 8.20 **	0.00
Pipelayer.....	\$ 9.45 **	0.00
Power Equipment Operators		
Backhoe/Excavator.....	\$ 13.01 **	0.00
Bulldozer.....	\$ 13.83 **	0.00
Crane.....	\$ 16.62 **	3.28
Dragline.....	\$ 15.16 **	0.00
Front End Loader.....	\$ 11.50 **	0.00
Motor Grader/Blade.....	\$ 11.75 **	0.00
Oiler.....	\$ 8.59 **	2.50
Trackhoe.....	\$ 12.64 **	0.00
Water Well Driller.....	\$ 11.91 **	2.44
Winch.....	\$ 11.38 **	0.00
Truck Driver, Dump.....	\$ 10.25 **	0.00

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

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$17.20) or 13658
(\$12.90). Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

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

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

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

Union Rate Identifiers

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

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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



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

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

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

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

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

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

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

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

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

Washington, DC 20210

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

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==== END OF GENERAL DECISION"