

NOTICE TO PROPOSERS

Notice is hereby given that sealed proposals will be received by the City of Baton Rouge and the Parish of East Baton Rouge Purchasing Division until **2:00 PM CST on September 26, 2024.** in Room 826, of City Hall, 222 Saint Louis Street, Baton Rouge, LA 70802 for:

**RFP 2024-05-7742 – Annual Parishwide Wastewater Valve Maintenance Services
City Parish Project Number 23-VM-MS-0032**

A mandatory pre-proposal conference will be held in-person on September 4, 2024 at 10:00 AM. The mandatory pre-proposal conference will be conducted at the Environmental Services Facilities, 12422 Florida Blvd., Baton Rouge, LA 70815. Attendance at the pre-proposal conference is required to receive an award for this project.

Copies of the Request for Proposal may be obtained from LaPAC (<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>), Central Bidding (<http://www.centralauctionhouse.com>) or by email request to: 7742valvemaint@brla.gov

*Note: The City-Parish has elected to use LaPAC, the state’s online electronic bid posting and Central Bidding notification system, in addition to its standard means of advertising this requirement. LaPAC is resident on State Purchasing’s website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> and is available for vendor self-enrollment. **NOTE: This RFP is not available to submit online via Central Bidding; submissions must be mailed or hand delivered to the address mentioned in the RFP.**

In that LaPAC and Central Bidding provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. Though not required if receiving solicitation and addenda notices from LaPAC and Central Bidding the City-Parish will email addenda to all vendors contacting our office and requesting to be put on our office Vendor Listing for this solicitation.

The deadline for receiving written inquiries is September 11, 2024 at 5:00 PM CST.

/

Proposals received after the above specified time will not be considered. Proposals will be opened immediately after proposal opening time in Room 806, of City Hall. All interested parties are invited to be present.

Teleconference Call-in information for Public Access to RFP Opening:

Join by phone:

+1-408-418-9388 United States Toll

Access code: 263 373 080 (followed by the # button)

Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):

United States Toll (Boston) +1-617-315-0704

United States Toll (Chicago) +1-312-535-8110

United States Toll (Dallas) +1-469-210-7159

United States Toll (Denver) +1-720-650-7664

United States Toll (Jacksonville) +1-904-900-2303

United States Toll (Los Angeles) +1-213-306-3065

REQUEST FOR PROPOSAL

RFP 2024-05-7742

**Annual Parishwide Wastewater Valve Maintenance Services
City-Parish Project No. 23-VM-MS-0032**



Solicitation No: 2024-05-7742

**Proposal Opening Date: September 26, 2024
Proposal Opening Time: 2:00 pm**

**City of Baton Rouge/Parish of East Baton Rouge
Office of the Mayor-President
Division of Purchasing**

August 2024

NOTE TO PROPOSERS:

- 1) Submit the separate set of Proposal Forms with all required information as your Proposal.
- 2) Retain the complete set of Specifications and Contract Documents for your file.

TABLE OF CONTENTS

PART I – ADMINISTRATIVE AND GENERAL INFORMATION	7
1.1 Background.....	7
1.1.1 Purpose.....	7
1.1.2 Goals and Objectives	7
1.2 Definitions.....	7
1.3 Schedule of Events.....	8
1.4 Proposal Submittal.....	8
1.5 Proposal Response Format.....	9
1.5.1 Number of Response Copies.....	10
1.5.2 Legibility/Clarity.....	10
1.6 Confidential Information, Trade Secrets, and Proprietary Information.....	11
1.7 Proposal Clarifications Prior to Submittal	12
1.7.1 Pre-proposal Conference.....	12
1.7.2 Proposer Inquiry Periods.....	12
1.8 Errors and Omissions in Proposal.....	13
1.9 Proposal Guarantee (NOT REQUIRED FOR THIS RFP)	13
1.10 Performance Bond	14
1.11 Changes, Addenda, Withdrawals.....	14
1.12 Withdrawal of Proposal	14
1.13 Material in the RFP.....	14
1.14 Waiver of Administrative Informalities.....	14
1.15 Proposal Rejection	14
1.16 Ownership of Proposal.....	15
1.17 Cost of Offer Preparation.....	15
1.18 Non-negotiable Contract Terms.....	15
1.19 Taxes.....	15
1.20 Proposal Validity	15
1.21 Prime Consultant Responsibilities.....	15

1.21.1 Corporation Requirements.....	16
1.22 Use of Subcontractors.....	16
1.23 Written or Oral Discussions/Presentations.....	16
1.24 Acceptance of Proposal Content.....	17
1.25 Evaluation and Selection (see Part III Evaluation).....	17
1.26 Contract Negotiations.....	17
1.27 Contract Award and Execution.....	17
1.28 Notice of Intent to Award.....	17
1.29 Debriefings.....	18
1.30 Insurance Requirements.....	18
1.31 Subcontractor Insurance.....	18
1.32 Indemnification.....	18
1.33 Fidelity Bond Requirements (NOT REQUIRED FOR THIS RFP).....	19
1.34 Payment for Services.....	19
1.35 Termination.....	19
1.36 Assignment.....	20
1.37 No Guarantee of Quantities.....	20
1.38 Audit of Records.....	20
1.39 Civil Rights Compliance.....	20
1.40 Record Retention.....	21
1.41 Record Ownership.....	21
1.42 Content of Contract/Order of Precedence.....	21
1.43 Contract Changes.....	21
1.44 Substitution of Personnel.....	21
1.45 Governing Law.....	22
1.46 Claims or Controversies.....	22
1.47 Proposer’s Certification of OMB A-133 Compliance.....	22
PART II – SCOPE OF WORK/SERVICES.....	23
2.1 Scope of Work/Services.....	23
2.2 Execution.....	31
2.3 Warranty.....	34
2.4 Safety Requirements.....	34
2.5 Finishing and Cleanup.....	34
2.6 Period of Agreement.....	34
2.7 Payment.....	35
2.8 Price Schedule.....	35

2.11 Proposal Elements.....	35
PART III – EVALUATION	36
3.1 Financial Proposal (40 points)	36
3.2 Technical Proposal (50 Points).....	36
3.3 Socially and Economically Disadvantaged Business Enterprise Initiative (10 Points)	366
PART IV – PERFORMANCE STANDARDS.....	38
4.1 Performance Requirements.....	38
4.2 Performance Measurement/Evaluation.....	39
PART V - FEDERAL CLAUSES.....	39

ATTACHMENTS

- Attachment A – ARV Operations & Maintenance Manuals*
- Attachment B – Map of City-Parish and Related Valves*
- Attachment C – City-Parish ARV Standard Plans*
- Attachment D – Proposal Forms*
- Attachment E – Pricing Schedule*
- Attachment F – Sample Contract*
- Attachment G – Federal Clauses*
- Attachment H – Contractor’s and Sub Contractor’s Insurance*
- Attachment I – SEDBE Initiate Forms and Procedures*

REQUEST FOR PROPOSAL

FOR

Annual Parishwide Wastewater Valve Maintenance Services

RFP 2024-05-7742

City Parish Project Number 23-VM-MS-0032

PART I – ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The City Parish of East Baton Rouge owns approximately 1500 wastewater related valves that require routine maintenance as well as emergency repairs. The valves are located across the entirety of the Parish.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by City of Baton Rouge/Parish of East Baton Rouge (City-Parish) governing statutes, ordinances, resolutions and policies from bona fide, qualified Proposers who are interested in the providing Wastewater Valve Maintenance for the City-Parish’s Department of Environmental Services.

1.1.2 Goals and Objectives

City-Parish Department of Environmental Services’ goals and objectives are to enter into a contract with a contractor for maintenance of wastewater valves throughout the City-Parish’s wastewater collection system.

1.2 Definitions

- A. Shall – The term “**shall**” denotes mandatory requirements.
- B. Must – The terms “**must**” denotes mandatory requirements.
- C. May – The term “may” denotes an advisory or permissible action.
- D. Should – The term “should” denote desirable.

- E. Contractor – Any person having a contract with a governmental body.
- F. Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the City-Parish authorized to participate in any contract resulting from this solicitation.
- G. State – The State of Louisiana.
- H. Department – Department for whom the solicitation is issued.
- I. Director – Director of Purchasing
- J. City-Parish – City of Baton Rouge-Parish of East Baton Rouge.
- K. Discussions- For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

1.3 Schedule of Events

<i>Item</i>	<i>Anticipated Schedule</i>
<i>1. RFP emailed to prospective proposers</i>	<i>August 20, 2024</i>
<i>2. Mandatory Pre-Proposal Conference</i>	<i>September 4, 2024 at 10:00 AM</i>
<i>3. Deadline to receive written inquiries</i>	<i>September 11, 2024 by 5:00 PM</i>
<i>4. Deadline to answer written inquiries</i>	<i>September 18, 2024 by 5:00 PM</i>
<i>5. Proposal Opening Date (deadline for submitting proposals)</i>	<i>September 26, 2024 at 2:00 pm local time</i>
<i>6. Oral discussions with proposers</i>	<i>To be scheduled if necessary</i>
<i>7. Notice of Intent to Award to be mailed</i>	<i>To be scheduled (approx 2-4 weeks after # 5-6)</i>
<i>8. Contract Initiation</i>	<i>Upon Issuance of #7</i>

NOTE: The City-Parish reserves the right to deviate from these dates.

1.4 Proposal Submittal

This RFP is available in PDF format or in printed form by submitting a written request to the RFP Contact. (See Section 1.7.2 for this RFP contact)

All proposals **shall** be received by Purchasing **no later than the date and time shown in the Schedule of Events.**

Important - - Clearly mark outside of envelope, box or package with the following information and format:

X **Proposal Name:** ANNUAL PARISHWIDE WASTEWATER VALVE MAINTENANCE SERVICES; CITY PARISH PROJECT NUMBER 23-VM-MS-0032

- X Solicitation No. 2024-05-7742
- X Proposal Opening Date & Time : September 26, 2024 2:00 PM CST

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

Proposals may be delivered by hand or courier service to our physical location at:

City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
222 Saint Louis Street, Room 826
Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time **shall** result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the City-Parish. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal **must** be:
 1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
 2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
 3. Other documents indicating authority which are acceptable to the public entity.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

The cover letter should also:

- Identify the submitting Proposer;
 - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
 - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents**: Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience**: History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- D. **RFP Compliance**: Illustrating and describing compliance with the RFP requirements.
- E. **Innovative Concepts**: Present innovative concepts, if any, not discussed above for consideration.
- F. **Project Schedule**: Detailed schedule of implementation plan for pilot (if applicable) and full project implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal**: Proposer’s fees and other costs, if any, **shall** be submitted. This financial proposal **shall** include any and all costs the Consultant wishes to have considered in the contractual arrangement with the City-Parish.

1.5.1 Number of Response Copies

Each Proposer **shall** submit one (1) signed original response. Five (5) additional copies of the proposal should be provided, as well as one (1) electronic copy on a CD or USB flash drive, and one (1) redacted copy of the Vendor’s proposal. Within each copy, the technical and financial proposals **must** be clearly marked and separated. The first page of the original proposal should be marked “Original”, and the first page of the copies should be marked “Copy” (See Section 1.6).

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested is desirable with all questions answered in as much detail as practicable. The Proposer’s response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information **shall** only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement **shall** be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections **must** be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer **must** clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer **shall** mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

*“The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data **shall** only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the City-Parish **shall** have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City-Parish’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”*

Further, to protect such data, each page containing such data **shall** be specifically identified and marked “CONFIDENTIAL”.

Proposers **must** be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it **must** agree to indemnify the City-Parish and hold the City-Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the City-Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City-Parish harmless, the City-Parish may disclose the information.

The City-Parish reserves the right to make any proposal, including proprietary information contained therein, available to the Purchasing Division personnel, the Office of the Mayor-President, or other City-Parish agencies or organizations for the sole purpose of assisting the City-Parish in its evaluation of the proposal. The City-Parish **shall** require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed."

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

A **mandatory** pre-proposal conference will be held on **September 4, 2024 at 10:00 AM** at the Environmental Services Facility, First Floor Conference Room located at 12422 Florida Boulevard, Baton Rouge, LA 70815. Prospective proposers may participate in the conference to obtain clarification of the requirements of the Request for Proposal and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative attend the pre-proposal conference. Attendance at the pre-proposal conference is required to receive an award for this project.

Although impromptu question will be permitted and spontaneous answers will be provided during the conference, the official answer or position of the City-Parish will be stated in writing in response to written questions.

1.7.2 Proposer Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (See Section 1.3). Initial inquiries **shall** not be entertained thereafter.

The City-Parish **shall** not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from City-Parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period **shall** be granted. Questions relative to the addendum **shall** be submitted by the close of business three working days from the date the addendum is issued (or, posted to the LaPAC website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/deptbids.cfm>). If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

Any person aggrieved in connection with the specifications contained therein **shall** submit questions or concerns in writing to Director of Purchasing (see Sect. 1.4.6) during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive proposals may be submitted as specified herein. Protests with regard to the specification documents will not be considered after proposals are opened.

*Note: The City-Parish has elected to use LaPAC, the state's online electronic bid posting and notification system that is resident on State Purchasing's website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/deptbids.cfm> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.

No negotiations, decisions, or actions **shall** be executed by any bidder as a result of any oral discussions with any City-Parish employee or City-Parish consultant. The City-Parish **shall** only consider written and timely communications from proposers.

Inquiries **shall** be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline **shall** be considered by the City-Parish. Answers to questions that change or substantially clarify the solicitations **shall** be issued by addendum and provided to all perspective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

City of Baton Rouge/Parish of East Baton Rouge
Attention: Lori Foreman
Purchasing Division
222 Saint Louis Street, Room 826
Baton Rouge, LA 70802

E-Mail: 7742valvemaint@brla.gov

Phone: (225) 389-3259

1.8 Errors and Omissions in Proposal

The City-Parish will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The City-Parish reserves the right to make corrections or clarifications due to patent errors identified in proposals by the City-Parish or the Proposer. The City-Parish, at its option, has the right to require clarification or additional information from the Proposer.

1.9 Proposal Guarantee (NOT REQUIRED FOR THIS RFP)

1.10 Performance Bond

The successful proposer **shall** be required to provide a performance (surety) bond in the amount of one hundred percent (100%) of the contract amount to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and the City-Parish. The performance bond **shall** be subject to forfeiture for failure on the part of the successful proposer to perform its obligations under the contract.

1.11 Changes, Addenda, Withdrawals

The City-Parish reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The City-Parish also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such **shall** be submitted in writing prior to the proposal opening, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope marked as stated in Section 1.4. Such **shall** meet all requirements for the proposal.

1.12 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer **must** be submitted to Purchasing.

1.13 Material in the RFP

Proposals **shall** be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the City-Parish pursuant to the RFP.

1.14 Waiver of Administrative Informalities

The City-Parish reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the City-Parish to award a contract. The City-Parish reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the City-Parish to do so.

Failure to submit all non-mandatory information requested may result in the City-Parish requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

1.16 Ownership of Proposal

All materials (paper content only) submitted timely in response to this request become the property of the City-Parish. Selection or rejection of a response does not affect this right. All proposals submitted timely will be retained by the City-Parish and not returned to proposers. Any copyrighted materials in the response are not transferred to the City-Parish.

1.17 Cost of Offer Preparation

The City-Parish is not liable for any costs incurred by prospective proposers or consultants 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 Proposer in responding to the RFP are entirely the responsibility of the Proposer, and **shall** not be reimbursed in any manner by the City-Parish.

1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

1.19 Taxes

Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, **shall** be assumed to be included within the Proposer's cost.

1.20 Proposal Validity

All proposals **shall** be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the City-Parish reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.21 Prime Consultant Responsibilities

The selected Proposer **shall** be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The City-Parish **shall** consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.21.1 Corporation Requirements

Upon the award of the contract, if the consultant is a corporation and not incorporated under the laws of the State of Louisiana, the consultant **shall** have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

Upon the award of the contract, if the consultant is a for-profit corporation whose stock is not publicly traded, the consultant **shall** ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish **shall** be supplied by the successful vendor, if applicable.

1.22 Use of Subcontractors

Each consultant **shall** serve as the single prime consultant for all work performed pursuant to its contract. That prime consultant **shall** be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime consultant acknowledges total responsibility for the entire contract.

The City-Parish is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective consultants are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

Information required of the prime consultant under the terms of the RFP, is also required for each subcontractor and the subcontractors **must** agree to be bound by the terms of the contract. The prime consultant **shall** assume total responsibility for compliance.

1.23 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. The City-Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the City-Parish understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

1.24 Acceptance of Proposal Content

The mandatory RFP requirements **shall** become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations **shall** result in the rejection of the proposal.

1.25 Evaluation and Selection (see Part III Evaluation)

1.26 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the City-Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal **shall** be rejected and the City-Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation **shall** also allow price reductions. The final contract form **shall** be reviewed by the Purchasing Division and approved by the Parish Attorney prior to issuance of a purchase order, if applicable to complete the process.

1.27 Contract Award and Execution

The City-Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, any addendums, and the proposal of the selected consultant will become part of any contract initiated by the City-Parish.

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. The proposer needs to address the specific language in the sample contract (Attachment F) and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the City-Parish may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award **shall** be made to the Proposer or Proposers whose proposal, conforming to the RFP, will be the most advantageous to the City-Parish, price and other factors considered.

The City-Parish intends to award to a single Proposer.

1.28 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award by Purchasing and Metro Council, a Notice of Intent to Award letter to the apparent successful Proposer will be issued. A contract **shall** be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the

City-Parish, the City-Parish may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

Purchasing **shall** notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report **shall** be made available to all interested parties after the Intent to Award letter has been issued.

1.29 Debriefings

Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been issued by contacting Purchasing 72 hours in advance. Contact may be made by phone at (225) 389-3259 or E-mail to purchasinginfo@brla.gov to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor their own proposal scoring results.

If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. **must** be submitted.

1.30 Insurance Requirements

Consultant **shall** furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFP (see Attachment H). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City-Parish before work commences. The City-Parish reserves the right to require complete certified copies of all required policies, at any time.

1.31 Subcontractor Insurance

The consultant **shall** include all subcontractors as insureds under its policies or **shall** insure that all subcontractors satisfy the same insurance requirements stated herein for the consultant. (See Attachment H).

1.32 Indemnification

Service Provider agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

1.33 Fidelity Bond Requirements (NOT REQUIRED FOR THIS RFP)

1.34 Payment for Services

Each individual department **shall** pay consultant in accordance with the Pricing Schedule set forth. The consultant may invoice the department monthly at the billing address designated by the department. Payments will be made by the City-Parish within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the department. Invoices **shall** include the contract or purchase order number, using department and product/service provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

The unit price will be full compensation for all maintenance labor, materials, tools, equipment and all incidentals necessary to complete the services as specified. Payment will constitute full compensation for all work shown and specified to be performed under this proposal. Payment will be based on the number and type of ARVs maintained and locates completed. Invoices will be submitted attached to the Monthly Report of Analysis. The Monthly Report of Analysis **must** be signed by the current Project Manager. When the data has been verified by the City-Parish, payment for services will be processed.

Payment to the Successful Proposer will be made only for the actual quantities of work performed and accepted, or materials furnished, in accordance with the contract.

1.35 Termination

1.35.1 Termination of this Agreement for Cause – The City-Parish may terminate this contract for cause based upon the failure of the consultant to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish **shall** give the consultant written notice specifying the consultant’s failure. If within thirty (30) days after receipt of such notice, the consultant **shall** not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the consultant in default and the Agreement **shall** terminate on the date specified in such notice.

The consultant may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the consultant **shall** give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

1.35.2 Termination of this Agreement for Convenience – The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the consultant of such termination or negotiating with the consultant an effective date.

The consultant **shall** be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.35.3 Termination for Lack of Appropriated Funds – Should the RFP result in a multi-year contract, a non-appropriation clause **shall** be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the RFP contract services are funded by grant funds, the City-Parish **shall** have the right to terminate the contract or any issued Task Order for which funding is terminated.

1.36 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

1.37 No Guarantee of Quantities

The quantities referenced in the RFP are used to evaluate the financial proposal. The right is reserved by the City-Parish to increase or decrease the amount, at the unit price stated in the proposal.

Neither the City-Parish nor Department obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

1.38 Audit of Records

The City-Parish or others so designated by the City-Parish, or other lawful entity **shall** have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records **shall** be made available during normal working hours for this purpose.

1.39 Civil Rights Compliance

The consultant agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this

Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by consultant, or failure to comply with these statutory obligations when applicable **shall** be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

1.40 Record Retention

The CONSULTANT **shall** maintain all records in relation to this contract for a period of at least five (5) years.

1.41 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by consultant in connection with the performance of the services contracted for herein **shall** become the property of the City-Parish, and **shall**, upon request, be returned by consultant to City-Parish, at consultant's expense, at termination or expiration of this contract.

1.42 Content of Contract/Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the consultant's proposal, the inconsistency **shall** be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the consultant's proposal.

1.43 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP **shall** be made without the prior approval of Purchasing, Parish Attorney and Metro Council, where applicable.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or consultant change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.44 Substitution of Personnel

The City-Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the consultant or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution **shall** meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the City-Parish for approval prior to any personnel substitution. It **shall** be acknowledged by the consultant that every reasonable attempt **shall** be made to assign the personnel listed in the consultant's proposal.

1.45 Governing Law

All activities associated with this RFP process **shall** be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S.38-2211-2296; section 1:701-710 of the City-Parish Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

In accordance with the provisions of Louisiana R.S. 38:2212.9 in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

1.46 Claims or Controversies

Any proposer who believes they were adversely affected by the City-Parish's procurement process or award, may file a protest. It **must** be submitted in writing to the Director of Purchasing and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest **must** be received within seven (7) days from the date the basis of the protest was, or should have been known.

The City-Parish will take action on protests within fifteen (15) days of the receipt thereof. The City-Parish may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest **shall** be limited to issues arising from the procurement provisions of the contract and state or local law. Protests with regard to basic project design will not be considered.

Protests will be reviewed by a committee appointed by the Parish Attorney. The decision of the committee regarding the protest will be given to the proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee **shall** be a condition precedent to any other proceedings in connection with a protest and **shall** be considered the administrative remedy available to the protesting bidder.

1.47 Proposer's Certification of No Suspension or Debarment

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not

suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>

PART II – SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

2.1.1 Location of Work

The work is located at various locations throughout the City-Parish. Specific details on the locations of work will be described in written task orders provided by the Owner throughout the duration of the project.

2.1.2 Description of Work

1. The CONSULTANT **shall** furnish labor, supervision, equipment, supplies, tools, materials, and safety measures to perform the location, inspection and maintenance of wastewater air release valves (ARVs) and isolation valves at various locations in the City-Parish. For the purpose of this contract the term Air Release Valve (ARV) includes air release valves, vacuum valves, and combination air/vacuum valves. Most of the air valves are combination valves meaning they perform both a vacuum breaking function and an air release function. Work orders will be issued periodically throughout the Contract Time to 1) locate 2) inspect and/or 3) perform general maintenance and repair valves. The majority of the valves have been located previously. Inspection reports will be provided with photos of the location as well as GPS coordinates. There are approximately 1400 existing ARVs and 400 existing isolation valves throughout the City-Parish and general maintenance requirements are to be performed annually. There are approximately 200 air release valves and 300 isolation valves that remain unlocated from previous efforts. **Valve locates will not be paid for valves that have been previously located.** For air release and/or isolation valves, only one locate will be paid per each unlocated valve.

2. Schedule of Work - The City-Parish **shall** furnish to the CONSULTANT Work Orders to be completed. Work orders will clearly state the duration of time required for completion.

3. Pricing Proposal Table - The proposed amount for each item in the table **shall** be inclusive of all the costs to complete the work within the proposed completion time. ARV and isolation valve sizes and quantities have been estimated to the best of our abilities, and **shall** be paid according to the appropriate line item on the pricing schedule based on actual sizes as verified in the field.

4. Work Scheduling - CONSULTANT **shall** notify the City-Parish, by email, at least 24-hours in advance before dispatching personnel to perform any maintenance activity.

5. The City-Parish reserves the right to renew this contract based on the evaluation of the performance, responsiveness, and unit price of the CONSULTANT. Payment will be made upon acceptable submittal of deliverables on a monthly basis. Deliverables are reports and/or as-builts as defined herein and agreed upon by the Owner and CONSULTANT.
6. The CONSULTANT **shall** not store any equipment overnight on City-Parish property unless authorized by the City-Parish.
7. The CONSULTANT **shall** ensure all equipment safety devices recommended by the manufacturer are installed and properly maintained.
8. The CONSULTANT **shall** ensure to park vehicles and equipment on the right-of- way, as close as possible to the right-of-way line and always outside of the applicable clear zone. Conduct service and supply operations as close to the right-of-way line as possible. Do not park equipment in the median, regardless of the width of the median, unless movement from the work area is determined by the City-Parish to be prohibitive.
9. The CONSULTANT is responsible for any damage or interrupted service to existing structures, utilities, services, roads, surrounding property, real estate, vehicles, sidewalks, trees, sod and shrubbery resulting from performing this work and **shall** repair such damage to the satisfaction of the City-Parish, at no expense to the City-Parish.
10. All landscape is designated to remain unless it obstructs immediate access to the structure and valve unit. CONSULTANT **must** take pre-cautions not to damage sod. Damaged sod is the responsibility of the CONSULTANT and **shall** be replaced within 7 calendar days of being notified by the City-Parish. If repairs are not completed to the satisfaction of the City-Parish, then the City-Parish will complete repairs and deduct the cost from the contract amount.
11. All accidents occurring on the job which damage public or private property, or result in injuries to workers or other persons, or damage to utilities **shall** be promptly reported to the City-Parish.
12. Any incidental item of material, labor or detail required for the proper completion of the work omitted from these specifications but obviously required by governing laws, local regulations, trade practices or good workmanship **shall** be provided without extra charge even though not specifically detailed or mentioned.
13. The CONSULTANT **shall** maintain a clean and safe work environment with minimum inconvenience and disruption to the public.
14. The CONSULTANT **shall** be responsible on a daily basis to maintain a clean work site, remove and dispose all debris and wastewater properly, including spill mitigation. CONSULTANT **shall** keep the premises free from accumulation of waste materials, rubbish and other debris resulting from the work. After completion of the work the CONSULTANT **shall** remove all waste materials and debris from the worksite.

15. The CONSULTANT **shall** comply with all provisions of the State Licensing Law for Contract, R.S. 37:2150-2192, as amended, for all public contracts. It **shall** also be the responsibility of the General Contractor to assure that all subcontractors comply with this law. CONSULTANTS **must** hold an active *Municipal and Public Works Construction or Mechanical Work* contractor's license issued by the Louisiana State Licensing Board for Contractors and **must** show their license number where indicated.

2.1.3 Scope of Work

Valve Locate

For the purpose of this scope description the term "valve" represents both ARVs and isolation valves. The approximate valve locations will be provided to the CONSULTANT in an electronic geographic file such as an Esri shapefile or Google Earth file (kml or kmz). The latitude and longitudes, to be provided to the CONSULTANT, of the valves are approximate and not guaranteed. The list is furnished to the CONSULTANT based on best available information. A field locate will only be required for valves that have not been located previously, either on this contract, a previous contract, or through other means. The CONSULTANT **shall** complete the following:

1. CONSULTANT **shall** complete field exploration utilizing appropriate tools, including but not limited to metal detectors and shovels. If the valve can be located outside of the roadway but is buried by less than or equal to one foot, then the manhole **shall** be exposed with hand tools, inspected, and restored to its original conditions. If CONSULTANT is unable to locate the valve in a reasonable amount of time or if it is located but buried deeper than a foot, then the City-Parish **shall** be notified.
2. CONSULTANT **shall** provide a detailed Locate Report that includes: Date of service; any site access obstructions; and a minimum of 3 photos (General Area, Valve, Valve Nameplate) using electronic documentation to the City-Parish for each unit located. The CONSULTANT **shall** provide staff with the appropriate means of completing the electronic forms in the field on a mobile device, including but not limited to, mobile tablet(s) with internet and photographic capabilities.
3. CONSULTANT **shall** provide latitude and longitude to cellular GPS accuracy.
4. CONSULTANT **shall** place owner-provided location sign, as necessary in non-paved locations.
5. CONSULTANT will be allowed up to 2 hours, upon leaving the previous site, of exploration and location under this line item.

ARV Inspection & Maintenance (by size)

1. CONSULTANT **shall** remove all debris inside, outside and around the ARV enclosure or manhole structure, including but not limited to groundwater or wastewater inside the structure. Pumped sewage **shall** be in an enclosed pipe that is adequately protected from traffic, and **shall** be redirected into sanitary sewer system or alternatively into an enclosed tank for hauling to the proper disposal location. Dumping or free flow of sewage on private or public property, gutters, streets, sidewalks, or into storm sewers is prohibited. Dumping of storm water may be discharged at a downstream located, as approved by the Engineer.

2. CONSULTANT **shall** inspect the site and remove vegetation and debris outside and around, including brush and trees less than 2-inches in diameter, within a 5-foot radius of the manhole, that obstructs immediate access to the structure and ARV unit.
3. Prior to removal work of City-Parish planted hedges, shrubs, tree roots and branches, CONSULTANT **must** coordinate with the City-Parish.
4. Inspect the unit enclosure or structure and CONSULTANT **shall** notify the City-Parish of the damaged condition of the structure and repair recommendation.
5. CONSULTANT **shall** provide a detailed Locate Report that includes: Date of service; any site access obstructions; make, model, and size of the valve; information on a name plate; EBROSCO Map valve designation; valve general condition (good, fair, poor); type and size of ARV isolation valve and connections; measurement of clearance from top of ARV to inside ceiling of ARV vault; and 3 photos (General Area, Valve, Valve Nameplate) using electronic documentation to the City-Parish for each unit located. The CONSULTANT **shall** provide staff with the appropriate means of completing the electronic forms in the field on a mobile device, including but not limited to, mobile tablet(s) with internet and photographic capabilities.
6. CONSULTANT **shall** provide latitude and longitude to cellular GPS accuracy.
7. CONSULTANT **shall** place owner-provided location sign, as necessary in non-paved locations.
8. The CONSULTANT **shall** provide a mobile and self-contained wastewater vacuum and pressure washing system to perform the task. Most ARV locations do not have access to water supply and/or vehicle accessible roadways.
9. Coordinate with City-Parish prior to start of work to identify the force main valves to be shut down in case of accidental break.
10. Provide proper Maintenance of Traffic (MOT) before start of work as needed. When lane closures are required, temporary traffic control will be provided by the Owner. Refer to the City-Parish traffic control plans, as applicable, for requirements and set-up.
City-Parish Standards: <https://brprojects.com/design-and-construction-resources/standard-details/>
11. CONSULTANT **must** adhere to OSHA protocol and equipment for Construction Confined Space Entry. Competent person **shall** check for presence of gases before entering the structure.
12. Inspect the unit enclosure or structure and CONSULTANT **shall** notify the City-Parish of the damaged condition of the structure and repair recommendation.
13. Remove debris from inside of the enclosure or structure, including to but not limited to groundwater of wastewater.
14. Visually inspect ARV and seating area for any leaks while the valve is in service.
15. Locate and exercise ARV isolation valve.
16. Complete manufacturer's required maintenance as listed in the attached O&M manuals and instructions for the following valves:
 - A.R.I. Flow Control Accessories Ltd., D-025 Combination Air Valve For Wastewater
 - Val-Matic® Wastewater Air/Vacuum Valve, Manual No. WA/VV-OM1-4
 - Val-Matic® Wastewater Combination Air Valve, Manual No. WCAV-OM1-1
 - Val-Matic® Wastewater Combination Air Valve, Manual No. WCAV-OM1-2
 - Val-Matic® Wastewater Air Release Valve Models 48A, 49A, Manual No. WWAR-OM1-2
 - Golden Anderson Industries Figure 942 Single Body Combination Air Valve

If a valve is encountered and the O&M manual is not provided, the CONSULTANT **shall** notify the City-Parish of the make, model, and size so that the City-Parish can provide the CONSULTANT with the appropriate O&M manual.

17. Perform back flushing operation procedures with clean water in accordance with the manufacturer's recommendations. Capture water and solids from back flush operation into a holding tank for proper disposal.
18. Clean structure lid, frame, and cover of dirt & corrosion.
19. Lubricate hinges and locks of the structure cover to open dependably.
20. Check that operating pressure does not exceed working pressure on unit nameplate.
21. Verify signage is present, if required, to designate location of the ARV. If sign is not present, CONSULTANT **shall** place owner-provided location sign, as directed by the City-Parish.
22. Provide a detailed Maintenance Report using the City-Parish provided electronic documentation to the City-Parish for each unit inspected. The CONSULTANT **shall** provide staff with the appropriate means of completing the electronic forms in the field, including, but not limited to, mobile tablet(s) with internet and photographic capabilities. DES should be notified immediately, via phone calls, of failed valves and safety issues.

Isolation Valve Inspection & Maintenance (by size)

1. Coordinate with City-Parish prior to start of work to identify the force main valves to be shut down in case of accidental break.
2. Provide proper Maintenance of Traffic (MOT) before start of work as needed for some locations. When lane closures are required, temporary traffic control will be provided by the Owner. Refer to the City-Parish traffic control plans, as applicable, for requirements and set-up.
City-Parish Standards: <https://brprojects.com/design-and-construction-resources/standard-details/>
3. CONSULTANT **must** adhere to OSHA protocol and equipment for Construction Confined Space Entry. Competent person **shall** check for presence of gases before entering the structure.
4. Inspect site and remove all debris outside and around the isolation valve vault or valve box and cover.
5. Inspect site and remove vegetation and debris, including brush and trees less than 2-inches in diameter, within a 5-foot radius of the valve box, that obstructs immediate access to the structure and ARV unit.
6. Prior to removal work of City-Parish planted hedges, shrubs, tree roots and branches, CONSULTANT **must** coordinate with the City-Parish.
7. Inspect the valve box and valve stem and CONSULTANT notify the City-Parish of the damaged condition of the structure. If valve is installed inside a valve vault structure, inspect and document conditions of valve and presence of leaks.
8. Remove debris from inside of the valve box or vault.
9. All valves will be exercised with an electric or hydraulic valve exerciser with torque control and an automated turn's counter. All valves will be exercised with the minimum torque required so as to minimize the possibility of damaging the valve. Service provider will immediately notify DES of any valves found closed or broken, or if any unsafe conditions are

observed. If the valve fails to turn at the torque limit, the exercise process will stop immediately. Additional torque may be applied to the valve, as directed by DES (with input from the service provider) until the valve turns or the operation is suspended again at a higher torque.

10. Exercise the valve from fully open to the 1/3 partially closed position a minimum of two full cycles. (a full cycle is defined as, from open to 1/3 partially closed to open again).
 - a. Lubricate stem prior to valve exercise
 - b. Begin with a steady amount of torque in the direction necessary to close the valve for 5-10 rotations;
 - c. Reverse (open) for 2-3 rotations;
 - d. Reverse (close) for 5-10 rotations;
 - e. Repeat above until the 1/3 partially closed position;
 - f. Fully open the valve.
11. Clean valve box lid, frame, and cover of dirt & corrosion.
12. Verify signage is present, if required, to designate location of the isolation valve. If sign is not present, CONSULTANT **shall** place owner-provided location sign.
13. Provide a detailed Maintenance Report using the City-Parish provided electronic documentation to the City-Parish for each unit inspected. The CONSULTANT **shall** provide staff with the appropriate means of completing the electronic forms in the field, including, but not limited to, mobile tablet(s) with internet and photographic capabilities. Maintenance Report will contain detailed records for each valve (i.e. operating direction, number of turns, condition of valve components, location coordinates, open direction, depth to nut, etc.).

Remove & Replace Owner-Furnished ARV (by type)

In some cases, the ARV may be broken or malfunctioning and need to be removed and delivered to the Wastewater Collections Pump Maintenance shop where it can be further inspected and repaired by DES personnel. In this case, an Owner-Furnished spare valve, of same size and type, **shall** be installed replacing the original.

1. Notification of all malfunctioning and/or out of service ARVs **shall** be immediately reported to DES.
2. If directed by DES, CONSULTANT **shall** remove malfunctioning ARV and replace with new ARV of required size and pipeline connection type.
3. If ARV isolation valve is operable:
 - a. CONSULTANT **shall** shut off isolation valve and release pressure in the ARV before removing. **WARNING – Servicing or removing the ARV while the pipeline is under pressure can cause personal injury and/or equipment damage.**
 - b. Heavier valves should be secured using slings or chains around the valve body and the weight supported by hoist and crane, truck boom, or other safe means.
 - c. Depending on connection type, carefully unscrew or unbolt flange supported valve and lift from vault.
 - d. Lower new replacement valve into vault and onto pipeline connection. Follow ARV manufacturer's installation instructions specifically related to recommended lubricants, thread sealant, required gaskets, and required tools.
 - e. Some discharge of wastewater may occur during operation, which **shall** be captured and disposed of properly. Make sure ARV drain valves are closed and, if

- applicable, all ARV pipe plugs are installed prior to connecting the ARV to the pipeline.
- f. Once the ARV is properly connected to the pipeline, the ARV isolation valve may be opened thereby pressurizing the ARV.
 - g. CONSULTANT to check for leaks at all valves and connections. CONSULTANT **shall** also check the new ARV for proper operation before leaving the site.
4. If ARV isolation valve is not operable or does not exist, notify DES for further direction on removal and replacement.

Hourly Crew Rate for ARV Field Repairs – Standard Business Hours

In the event that additional field repairs are needed, such as replacement of Owner-Furnished ball valves, gate/plug valves, nipples, tapped flanges, and other appurtenances, all work performed **shall** be paid at the hourly rate in the pricing schedule, which **shall** be full compensation for furnishing all labor, equipment, tools, supplies and incidentals necessary to complete the work. Payment **shall** also include costs for movement of any personnel, equipment, and supplies required to complete the work. All materials installed will be Owner-Furnished. The measurement for this item **shall** be per hour for one crew. Standard Business Hours are defined as between the hours of 7:00 am to 7:00 pm (CST) Monday through Friday. The owner, by notification on the day of the assignment, requires the Consultant to start the work within 4 hours.

Hourly Crew Rate for ARV Field Repairs – Non-Standard Business Hours

In the event that additional field repairs are needed, such as replacement of Owner-Furnished ball valves, gate/plug valves, nipples, tapped flanges, and other appurtenances, all work performed **shall** be paid at the hourly rate in the pricing schedule, which **shall** be full compensation for furnishing all labor, equipment, tools, supplies and incidentals necessary to complete the work. Payment **shall** also include costs for movement of any personnel, equipment, and supplies required to complete the work. All materials installed will be Owner-Furnished. The measurement for this item **shall** be per hour for one crew. Non-Standard Business Hours are defined as between the hours of 7:01 pm to 6:59 am (CST) Monday through Friday. The owner, by notification on the day of the assignment, requires the Consultant to start the work within 2 hours.

Emergency Mobilization within 2 Hours

Some conditions will warrant emergency status. When directed by DES personnel, this item **shall** be utilized as full compensation for all expenses incurred for mobilization within 2 hours, including all personnel, equipment, supplies, and incidentals. This will be authorized and paid once for a single (each) emergency response callout mobilization.

2.1.4 Equipment and Resources

CONSULTANT **must** provide for the entire project.

Resources:

1. The CONSULTANT **must** provide competent personnel with experience in the inspection, repair and maintenance of various brands of Air Release Valves and Isolation Valves as agreed on by the CONSULTANT and the City-Parish. Training **shall** be provided to the CONSULTANT by the hardware manufacturer at no additional cost to the City Parish.
2. The CONSULTANT **must** employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the described work. The Project Manager **shall** serve as the single point of contract for all work, be responsible for coordinating and scheduling all work, and be available (by phone, if not in person) while Contractor's crews work within DES wastewater collection systems.
3. The CONSULTANT's Project Manager **shall** assign qualified and responsible Service Technicians to complete the requested work.

Equipment:

1. CONSULTANT **shall** have a mobile and self-contained wastewater vacuum and pressure washing systems.
 - a. The wastewater vacuum system **shall** have a minimum performance of 500 cfm @ 11 Hg and produce a minimum conveying velocity rating of 10,000 fpm through a 3-inch hose. In addition the vacuum system **shall** have a minimum 250 gallon capacity debris holding tank.
 - b. The pressure washing system **shall** have a minimum 90 gallon clean water holding capacity and be capable of producing a minimum of 2.5 gpm at 3,000 psi. Some of the ARV locations are at substantial distance from vehicle accessible roadways and may require extended hose. CONSULTANT **shall** also have a pressure backwashing system, capable of delivering clean water at 125 psi minimum for ARV maintenance services.
2. CONSULTANT **shall** have valve exercising equipment with torque control and an automated turn's counter. Exercising equipment **shall** have an automated valve operator utilizing intelligent automation to control torque, direction and turns. Equipment **shall** be capable of 750 ft-lbs or torque. The valve exercisers **shall** utilize "no assumption" automation technology to safely and effectively turn valves using AWWA recommended procedures. The automation technology **shall** protect the valve by not assuming size, direction or current position; allow the machine to follow the path of least resistance; and use sensors to automatically stop the rotation and reverse in half turn increments to flush calcification from the valve. The exerciser **shall** always exercise the valve at the minimum torque required to turn, then automatically lowers the preset threshold once rotation begins to impact at the end of valve travel is as soft as possible.
3. Valve exercising equipment **shall** include data management software capable of data logging all valve exercising parameters including but not limited to: GPS coordinates, date exercised, starting and ending time of exercising, highest torque, number of turns, normal position. This

software package **shall** enable full data logging and synchronization between the equipment and desktop computer.

4. Other miscellaneous tools may also be required such as, but not limited to manhole cover hooks/lifters; small trash pump(s) and discharge hose to dewater vaults; mobile hoists or truck booms to aid in lifts ARV's from vaults; metal detectors; probing rods; hand shovels; small hand tools, hammers, wrenches, etc., and all other incidentals to perform services required herein.

2.1.5 Personnel

The CONSULTANT **shall** maintain the personnel resources necessary to manage staff and perform the work within this contract. CONSULTANT **shall** have a management staff on site that can communicate in English language at all times.

Qualifications and Experience

Offers will be accepted only from CONSULTANTS who are qualified to provide the services requested herein. A statement of qualification of the firm and a description of the company history is required.

Service Technician **must** have an OSHA Certification for Construction Confined Space Entry. Only CONSULTANTS determined to be responsive and responsible **shall** be considered for evaluation. The City-Parish **shall** examine the documentation submitted in the Proposal to determine the responsiveness of each Proposer. Failure to provide the required information may disqualify any such Proposal as non-responsive and such Proposal may not be considered. The City-Parish may disqualify any Proposers that make exaggerated or false statements.

CONSULTANT **shall** document experience and certifications of personnel completing projects of similar scope and the staff that will be doing the City-Parish's project. CONSULTANT **must** submit with their proposal, documentations and training certifications on CONSTRUCTION CONFINED SPACE ENTRY per OSHA requirements of employees that will be assigned to this project. CONSULTANT **must** also provide documentation and name(s) of a competent person responsible for implementation of the CONSTRUCTION CONFINED SPACE ENTRY requirements. CONSULTANT to provide all confined space entry equipment, including by not limited to gas meter, harness, retrieval device. CONSULTANT **must** submit a health and safety plan to the City-Parish, for review, 2 weeks prior to commencing field activities.

CONSULTANT **shall** have a minimum of three (3) years of experience in providing maintenance, replacement, and installation of air release valves and exercising of isolation valves.

2.1.6 Responsiveness

The factors to be considered in determining the responsiveness of each Proposer include but are not limited to the following:

- a. Completion, accuracy, and submission of all required documentation including Price Sheet and Pricing Proposal Table.
- b. Compliance with all requirements of the Request for Proposals.
- c. Accuracy of mathematical calculations.
- d. Submission of documentation showing Proposer's equipment meeting the requirements of the Request for Proposals to be utilized for this work.

2.1.7 Responsibility

The factors to be considered in determining the responsibility of a Proposer **shall** include but not be limited to the following:

- a. Proposer's past experience and performance on comparable contracts.
- b. Proposer's experience in replacement and installation of air release valves.
- c. Proposer's experience in wastewater repair & maintenance.
- d. Availability of appropriate material, equipment, facility and personnel resources and expertise, or the ability to obtain them, to complete the project.

2.2 Execution

2.2.1 Methods

It is the responsibility of the CONSULTANT to develop a workplan and document the methodology, material and equipment used to obtain the results specified while adhering to the requirements set forth in these documents. The CONSULTANT **shall**:

1. At no time utilize methods that will result in damage to the operation of the mechanical and structural systems of the air release valve or isolation valve.
2. Follow applicable OSHA and ANSI/SIA Safety Standards.
3. All work **shall** conform to manufacturer requirements, and applicable standards for mechanical work established by, including but not limited to;
 - a) Occupational Safety & Health Administration (OSHA)
 - b) American Society of Testing Materials (ASTM),
 - c) Underwriter's Laboratories (UL),
 - d) All applicable Federal, State & Local statutes and codes.

This work plan **shall** be submitted to the City-Parish for review and approval, 2 weeks prior to commencing field activities.

2.2.2 Continuity of Service

CONSULTANT **shall** test and verify that air release valve or isolation valve is fully operational at the end of the replacement and/or exercising.

2.2.3 Discovery During Work

At the time of conducting any work, CONSULTANT agrees to make minor adjustments and repairs, related or unrelated to the work, which in his judgment are necessary for proper operation of the system. If additional service or parts are required to maintain the system in proper working order, the CONSULTANT **shall** notify the City-Parish for authorization prior to performing any additional service.

CONSULTANT **shall** provide a list of suggested corrective actions as needed along with an estimated cost of repair to ensure safety and render the system fully operational.
REPLACEMENT PARTS WILL BE OWNER FURNISHED.

2.2.4 Testing and Troubleshooting

CONSULTANT **shall** test that all units and fittings, are in good condition to operate and that each item of equipment will function as designed. CONSULTANT **shall** provide all materials and equipment necessary for testing. If units do not test out satisfactorily, CONSULTANT **shall** follow troubleshooting recommendations provided by the manufacturer prior to removing and replacing.

2.2.6 Uniforms

CONSULTANT (including subcontractors) **shall** provide all employees with color coordinated uniforms that **shall** meet the City-Parish public image requirements and be maintained by CONSULTANT so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted, including new employees. The CONSULTANT **shall** supply all Service Technicians working at the site with photo identification cards. These cards **shall** be visible at all times while working at the site. The identification cards **shall** have at a minimum CONSULTANTS' name (or subcontractor name), employee's name, and employee's photo. The CONSULTANT **shall** provide the Owner with a list of all ID badge employees; this list **shall** be current at all times.

2.2.7 Vehicles

CONSULTANT (including subcontractors) **shall** keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and **shall** bear the company name on each side in not less than 1½ "letters.

2.2.8 Equipment Safety

CONSULTANT **shall** keep all equipment in an efficient and safe operating condition while performing work under the contract. Equipment **shall** have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City-Parish may direct the CONSULTANT to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONSULTANT **shall** be responsible and liable for injury to persons and property caused by the operation of the equipment.

2.2.9 Discovery and Notification

If the CONSULTANT discovers damages, vandalism or theft, the CONSULTANT **shall** immediately notify the City-Parish of same, and **shall** file a police report of the occurrence.

2.3 Warranty

CONSULTANT **shall** provide guarantee for a minimum period of one (1) year against defects in design, materials, and workmanship for all materials. The warranty period for each work order **shall** begin upon formal acceptance of the work order. This warranty **shall** cover both parts and labor. No partial warranties **shall** be accepted. CONSULTANT **shall** warrant and guarantee further that the material furnished hereunder is of good workmanship and materials and that the same is properly designed, operable, and equipped for the proposed use by the City-Parish.

Upon written notification, the CONSULTANT **shall** promptly correct all work found to be defective during the 1-year period. If the CONSULTANT does not promptly comply with such instructions, or where delay would cause a risk of serious loss of injury, the City-Parish may have the defective work corrected, and all costs thereof **shall** be borne by the CONSULTANT or the CONSULTANT's surety.

2.4 Safety Requirements

The importance of safety in the performance of this scope of work cannot be overemphasized. To that end, the CONSULTANT **shall** conduct his operation in a manner such that the safety and convenience of both the public and workers is regarded as of prime importance. The City-Parish reserves the right to stop the Proposer from working or to order any piece of equipment taken off the project, should it be determined that minimum safety standards are not being met.

2.5 Finishing and Cleanup

It is important that each site be cleaned up of all CONSULTANT generated debris daily as long as construction activities take place at that site. The site will not be accepted by the City-Parish until it is completely cleaned up of any construction debris. If this critical activity is not followed, the City-Parish's representative will issue a formal warning to the CONSULTANT notifying him that failure to comply will result in a directive to stop work on any future facilities, pending the completion of all cleanup activities as directed by the City-Parish.

2.6 Period of Agreement

This contract **shall** commence upon the issuance of a Notice to Proceed by the Department representative and **shall** continue through December 31, 2025. For the purposes of this RFP, the anticipated Notice to Proceed is January 1, 2025. This contract will have the option of four annual renewals for calendar years 2026, 2027, 2028 and 2029, provided all terms and conditions remain the same, upon mutual agreement of the contracting parties except as listed below.

Commencing on the first annual renewal of the contract and continuing on an annual basis thereafter through any extension of the Contract, the Unit Prices charged by the Contractor, upon request, **shall** be adjusted upward as follows. The rate adjustments will be made effective on the date of the executed renewal amendment thereafter based on fluctuations in the Consumer Price Index for All Items Not Seasonally Adjusted, (published by the Bureau of Labor Statistics, U.S. Department of Labor (“C.P.I.”)). The adjustment factor **shall** be calculated by each ensuing annual period by the net annual percentage change of the C.P.I. All percentage changes **shall** be computed as the difference between the change in the index value for the previous twelve months ending in October, divided by the change in the index value for the twelve months prior, multiplied by the applicable factors. The adjustments **shall** only be made if resulting in a positive increase in the Unit Prices; if the percentage change is negative, no adjustment **shall** be made to the Unit Prices for the upcoming year. Percentage changes **shall** not exceed 3% of the previous Unit Prices.

2.7 Payment

All work performed **shall** be paid at the unit prices in the pricing schedule (Attachment E), which **shall** be full compensation for furnishing all labor, equipment and incidentals necessary to complete the work.

2.8 Price Schedule

Prices proposed by the proposers should be submitted on the Proposal Form furnished herein as Attachment D. Prices submitted **shall** be firm for the term of the contract and inclusive of all charges CONSULTANT wishes City-Parish to consider for proposed services.

2.11 Proposal Elements

2.11.1 Financial

Prices proposed by the proposers should be submitted on the Proposal Form furnished herein as Attachment D.

2.11.2 Technical

- a. **Proposer Qualifications:** Proposer **shall** be experienced in the maintenance and/or installation of each of the various wastewater valve products employed by the City-Parish. The Proposer **shall** demonstrate its qualifications in the proposal with a summary of its commercial history, resumes of team members associated with the project, and a statement that it is capable of meeting the goals and objectives of the program.
- b. **Proposer References:** Proposer **shall** supply a list of references of programs with a similar scope of service as outlined herein. References **must** demonstrate the

proposer's experience with the various types of Vapor Phase treatment technologies that will be part of this contract, including wet chemical scrubbers, carbon adsorption systems and biological odor control technologies.

PART III – EVALUATION

The following criteria cited herein will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the City-Parish, not on the basis of what may be inferred.

3.1 Financial Proposal (40 Points)

The proposed price for calculation is the total annual cost estimate based on the pricing schedule in Attachment E. The number of points earned equals the lowest proposal price divided by the vendor's proposal price and multiplied by 40 for the total number of points earned.

Examples:

Proposer No. 1
TOTAL ANNUAL COST - \$ 100,000
 $\$100,000/\$100,000 = 1.00 \times 40 = 40$ points

Proposer No. 2
TOTAL ANNUAL COST - \$ 110,000
 $\$100,000/\$110,000 = 0.91 \times 40 = 36.4$ points

3.2 Technical Proposal (50 Points)

Proposer **shall** demonstrate its understanding of the scope of work. The following criteria are of importance and relevance to the evaluation of this RFP. Such factors may include but are not limited to:

- Proposer's ability to consistently perform the services described in the scope of work
- Personnel and equipment allocated to this contract
- Proposer's experience with similar contracts
- Proposer's scheduling and management plan for this contract

3.3 Socially and Economically Disadvantaged Business Enterprise (SED BE) Initiative (10 Points)

This procurement has been designated as suitable for certified small entrepreneurships (MBE/SBE/WBE) participation.

The City of Baton Rouge and Parish of East Baton Rouge’s Socially and Economically Disadvantaged Business Enterprise Program (“the Program”) is made part of this contract and incorporated hereto as if copied in extensor. Bidders, Respondents, and Proposers **must** comply with the Program. Copies of these documents are available upon request from City of Baton Rouge and Parish of East Baton Rouge (“City-Parish”) Purchasing Division, 222 St. Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802. For questions or clarification about the Program, please contact the SEDBE Liaison Officer at the Purchasing Division, at (225) 389-3259.

The City-Parish strongly encourages the acquisition of goods and services from and direct participation of Eligible Business Enterprise (“EBEs”). The term EBE **shall** have the meaning set forth in the City-Parish’s Socially and Economically Disadvantaged Business Enterprise Certification Program.

The Program is a race- and gender-neutral program intended to provide additional contracting and procurement opportunities for certified small, disadvantaged, woman-owned, minority-owned, veteran-owned, and service-disabled veteran-owned business enterprises by encouraging contractors who receive City-Parish contracts to use good-faith efforts to utilize such certified entities in the performance of those contracts. The City-Parish desires to achieve, to the greatest extent possible, commercially meaningful and useful participation by EBEs. By providing equitable opportunities for EBEs, the City-Parish derives multiple benefits, including contributing to the economic vitality of our communities and ensuring a broader selection of competitively priced goods and services.

Bidders should present a responsible plan that provides for participation of qualified EBEs. Participation **shall** be counted toward meeting the contract goals only by business entities certified under the City-Parish’s Socially and Economically Disadvantaged Business Enterprise Certification Program. The direct participation goal can be achieved through direct ownership, joint venture participation, owner/operator agreements, or subcontract agreements for participation.

The City-Parish may set project goals on a project specific basis as noted on the Public Notice to Bidders or Advertisement for bids. Bidders are encouraged to exceed these goals.

If a Bidder does not meet the full EBE goal, then written documentation **must** be provided showing their good faith efforts to secure EBE participation, the unavailability of potential EBE firms, and provide justification as to why such goals cannot be met that is found to be acceptable to the SEDBE Liaison Officer. Failure to obtain an EBE **shall** not be a determining factor for awarding a contract.

In conjunction with the RFP scoring (10 points maximum), the City has established a minimum EBE goal of 6% of the contract amount. The complete requirements of the “Disadvantaged Business Enterprise Inclusion” are included in Attachment I.

PART IV – PERFORMANCE STANDARDS

4.1 Performance Requirements

A. Laws to be Observed: The consultant **shall** keep informed of all Federal, State and local laws, ordinances, regulations, and all orders and decrees of bodies of tribunals having any jurisdiction or authority, which affect those employed on the work or which affect the performance of the work. He **shall** at all times comply with such laws, bylaws, ordinances, codes, regulations, orders, and decrees and **shall** indemnify the City-Parish and its representatives against any claim or liability arising from violation of any such law, bylaw, ordinance, code, regulation, order, or decree, whether by himself or his employees. It is specifically agreed between the parties executing this Contract that no provision of any part of this Contract is intended to create for the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations, and responsibilities of the parties to this Contract with respect to third parties **shall** remain as imposed by the law. Any litigation arising under or related to the Contract or the bidding or award thereof **shall** be instituted in the 19th Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana.

B. Public Safety and Convenience: The safety of the public and the convenience of traffic **shall** be regarded as of prime importance. Unless otherwise provided herein, all portions of the highway **shall** be kept open to traffic. The consultant **shall** confine all operations to daylight hours, with no work performed on Sundays or State observed holidays, unless otherwise authorized by the Department representative. Equipment and/or vehicles **shall** not be left such that they cause obstructions to driveways or roadways. Disabled or broken equipment **shall** be moved to a location where it will not cause a hazard for traffic. In no case **shall** disabled or broken equipment be left unattended.

C. Protection of Property: The consultant **shall** take all necessary precautions to protect all property from being damaged by any process of the maintenance operation. In the event of any damage resulting from any act or omission on the part of or on behalf of the consultant, the consultant **shall** immediately notify the Department as to the extent and location of said damage.

All expenses incurred by the Department for repair work, whether by its own forces or by a third party, **shall** be deducted from a payment/estimate due the consultant or the consultant **shall** be charged and invoiced for any such amounts with payment due upon receipt, all at the discretion of the Department. The consultant and its surety **shall** be solitarily liable to the Department for all such Department expense, whether or not such expense is in excess of any amount due the consultant under the contract.

D. Right to Audit: The City-Parish **shall** have the right to audit the books and records of the consultant during the hours of the normal workday. Consultant **shall** maintain his financial records for this work for three years after completion of this contract.

E. Personal Liability of Public Officials: In carrying out the provisions of the Contract, or in exercising any power or authority granted thereunder, there **shall** be no liability upon the City

Parish, or their authorized representatives, either personally or otherwise, as they are agents and representatives of the City-Parish.

F. Contract Dollar Amount: Expenditures for work which consultant claims extends beyond the terms of the Contract **shall** not be reimbursed without prior execution of a Supplemental Agreement whereby all parties involved agree to the additional work and its costs.

4.2 Performance Measurement/Evaluation

A. Authority of Department Representative: The work will be observed, inspected by the Department representative, and performed to his satisfaction in accordance with the Scope of Work. The Department representative will decide all questions which may arise as to the quality or acceptability of the work performed, the manner of performance, rate of progress, interpretation of the Scope of Work, and the acceptable fulfillment of the Contract on the part of the consultant.

His decisions will be final, and he will have executive authority to enforce and make effective his decisions and orders that the consultant fails to carry out promptly.

B. Subletting or Assigning of Contract: The consultant **shall** not be permitted to sub-contract, sublet, assign, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or his rights, title, or interest therein, without the prior written approval of the Department representative. No subcontract will, in any case, relieve the consultant of his responsibility under the Contract and bond. The consultant **shall** perform with his own organization and with the assistance of workmen under his immediate supervision, work of value not less than fifty percent (50%) of the value of all work embraced in the Contract. Written consent to sublet, assign, or otherwise dispose of any portion of the Contract **shall** not be construed to relieve the consultant of any responsibility for the fulfillment of the Contract.

C. Workmen and Equipment: Any person employed by the consultant or a subcontractor who, in the opinion of the Department representative, does not perform required work in a proper and skillful manner, or who is disrespectful, intemperate, disorderly, or otherwise objectionable, **shall** be removed from performing work outlined in this scope of work at the written request of the Department representative.

D. Temporary Suspension of Work: The Department representative **shall** have authority to suspend the work, wholly or in part, for such period as he may consider necessary. Notice of such suspension with the reason therefore **shall** be given the consultant in writing. The consultant **shall** not suspend work without written authority of the Department representative.

E. Failure to Perform or Complete on Time: Should the consultant fail to mobilize within the timeframes specified or fails to complete the work authorized in an acceptable manner and within the time limits specified, the Owner reserves the right to complete the work through other means upon 24-hour notification. Failure of consultant to mobilize on time or failure to complete the work in an acceptable manner and on time for more than three (3) occasions over an annual contract period, **shall** result in the consultant being placed in default and cancellation of the Contract.

PART IV – FEDERAL CLAUSES

See Attachment G



ATTACHMENT A

ARV O&M Manuals

D-025 / D-025 L COMBINATION AIR VALVE FOR WASTEWATER

Installation

- 1) The wastewater air valve should be installed vertically on a riser on the crown of the pipeline.
- D-025 -Since threads are of reinforced nylon, when attaching to metal risers, extra care should be taken to avoid cross threading. Do not use excess force!**
- 2) An inlet isolating valve should be installed underneath the air valve.
- 3) Do not turn the plastic head (1) of the air valve, separately. It can cause a leakage.
- 4) To change the direction of drainage outlet, open the main body-clamp (2) and turn the air valve upper body.
- 5) For plastic flanges, fit protective washer for each bolt.

Warning! Do not remove or disassemble the air valve from pipeline before performing the following steps:

- 1) Turn off riser shut off valve.
- 2) Open up pressure release valve (3) located on the base of the D-025/D-025 L.
- 3) Remove valve from line only after ensuring that internal pressure in the valve has been released.

Periodic Maintenance

- 1) Shut the isolating valve underneath the air valve.
- 2) Open pressure relief valve (3) and make sure that internal pressure inside the SAV body is released.
- 3) Open and remove the two parts of the clamp (2).
- 4) Pull out the top part, wash and clean the mechanism and the inside of the valve.
- 5) Reassemble the two parts and tighten the screws (2)
- 6) Pay attention to correct placement of the seal's O-Ring (4)
- 7) Re-open the inlet isolating valve.

Alternative Back- Flush.

When system is not under pressure, attach pressure hose to quick release nozzle (5) flushing out the valve to the main line.

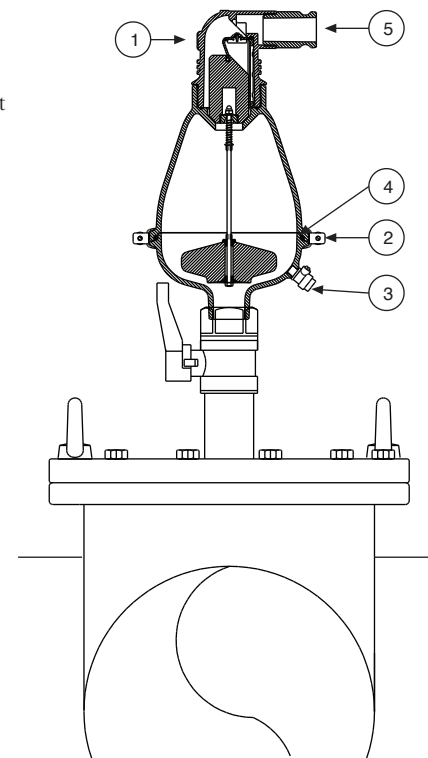
Pressure rating for back-flush: 40 PSI.

Available in:

Size: 2", 3", 4"

Body: Stainless Steel SAE 316 / Reinforced Nylon

Standards: NPT / ASA 150



COMBINATION AIR VALVE MODEL D-025 L

The following is a step by step narrated description of the A.R.I. D-025 L industrial combination air valve installation, operation and maintenance processes.

The D-025 L air valve is designed for systems that operate within the pressure and temperature framework of the model's specifications table. Please consult A.R.I. for products designed for other hazardous liquids systems.



TABLE OF CONTENTS

1. Safety Instructions	Page 3
2. Installation	Page 6
3. Operation	Page 8
4. Troubleshooting	Page 8
5. Periodic Maintenance	Page 9
6. Assembly BOM Table and Drawing	Page 20
7. Ordering Replacement Parts	Page 21
8. Limited Warranty	Page 22

Disclaimer

This document is an Installation, Operation and Maintenance (IOM) manual for A.R.I. Flow Control Accessories Ltd. (A.R.I.) products. The information enclosed herein contains restricted, privileged, proprietary and confidential information, intended only for usage by authorized A.R.I. technicians. If you are not a qualified technician, you must not take any action in reliance upon this document, unless otherwise permitted in writing by A.R.I.

A.R.I. has made every effort to ensure that this document is accurate; A.R.I. disclaims liability for any inaccuracies or omissions that may have occurred.

All the procedures, drawings, pictures and/or any other information provided in this document are presented as general information only; they can be altered, removed or changed without A.R.I.'s prior written approval. A.R.I. makes no commitment to update or keep the information in this document current and/or up-to-date, and reserves the right to make improvements, alterations and/or modifications to this document and/or to the products described in this document, at any time without providing any notice with respect thereto. Nothing in this Disclaimer derogates in any way whatsoever from the confidential nature of any document enclosed hereto, including for avoidance of doubt, any mistake or clerical error or other error. None of the procedures provided in this Disclaimer and/or in any document enclosed hereto may be used in any form or by any means without the prior written consent from A.R.I. If you received this Disclaimer and/or in any document enclosed hereto in error or by mistake or if this Disclaimer and/or in any document enclosed hereto is not intended for you, please notify A.R.I. in writing immediately.

A.R.I. assumes that all users understand the risks involved within this Disclaimer and/or in any document enclosed hereto.

A.R.I. accepts/assumes no liability whatsoever, whether caused by: accessing and/or relying upon this Disclaimer and/or in any document enclosed hereto including without limitation any links, procedures or materials.

A.R.I. shall NOT assume any liability for any costs, direct or indirect, including loss of income, loss of profits and/or goodwill, legal actions and/or damages of any kind whatsoever including any, damages accidents, equipment damage or bodily injury resulting from and/or related to any of the following:

- product has not been duly installed and thereafter maintained in strict compliance with its designated Maintenance Instructions and/or any other installation and operation manuals provided by A.R.I. for the product and/or applicable ordinances and/or codes;
- Repairs made in and to the products by personnel not authorized by A.R.I.
- Maintenance or repairs using parts or components other than those specified by A.R.I. and in their original condition.
- Operating the products in ways other than the operating procedures described in the manuals provided by A.R.I., or resulting from not following the cautionary remarks and warnings in the product manual.
- Improper storage, workplace conditions and environmental conditions which do not conform to those stated in the Product manual.
- Fires, earthquakes, floods, lightning, natural disasters, or acts of God.

A.R.I. does not warrant and hereby disclaims any express or implied warranties that the product will work properly in environments and applications other than its original design purpose, and makes no warranty and representation, either implied or expressed, with respect to the quality, performance, merchantability, or fitness for any other particular purpose.

Except as provided herein and to the full extent permitted by law, A.R.I. shall not be responsible and/or liable for direct, special, incidental or consequential damages or loss resulting from any breach of the above or under any other legal theory.

This document does not replace any certified drawing, procedure or information provided by A.R.I. in reference to a specific customer, site or project.

All rights reserved.

1. SAFETY INSTRUCTIONS

General

1. A.R.I. products always operate as components in a larger system. It is essential for the system designers, installers, operators and maintenance personnel to comply with all the relevant safety standards.
2. Installation, operation or maintenance of the product should be done only by qualified workers, technicians and/or contractors using only good engineering practices, complying with and observing all conventional safety instructions in order to minimize risk and/or danger and/or hazard to workers, the public or to property in the vicinity in accordance with all relevant local standards.
3. Extra safety considerations should be taken with hot and hazardous liquids or in hazardous environments' applications to avoid bodily/physical harm and damage to public or private property.
4. All individuals installing operating and/or handling the products including all workers should at all times adhere to the occupational safety and health (OSH) instructions and wear safety helmets, goggles, gloves, and any other personal safety equipment required by the local standards and regulations.
5. Use only appropriate standard tools and equipment operated by qualified operators when installing, operating and maintaining the product.
6. Prior to installation, operation, maintenance or any other type of action carried out on the product, read carefully the safety, installation and operation instructions of the product.
7. **Please note:**
 - Pressurized fluid and/or gas may be discharged from the product without prior warning. Make sure that the product's outlet port is not directed toward electrical elements (pumps) or people.
 - The pressurized fluid and/or gas that can be discharged from the product may create high noise levels. Take this into consideration when installing the product in areas sensitive to noise.
8. Always open and close valves slowly and gradually.
9. Please note that the maximum working pressure indicated at the product's specifications table doesn't include pressure changes caused by water hammer and pressure surge effects. Use the product only according to its designated pressure rate specifications.
10. Use the product only for its intended use as designed by A.R.I. Any misuse of the product may lead to undesired damages and may affect your warranty coverage. Please consult with A.R.I. prior to any non regular use of this product and make no change or modification to the product without a prior written consent to be provided by A.R.I. at A.R.I.'s sole discretion.
11. Please note that A.R.I. shall **NOT** assume any liability with respect to any damage losses and/or expenses caused to any person and/or property whatsoever unless the product has been duly installed and thereafter maintained in strict compliance with its designated maintenance Instructions and/or any other installation and operation manuals provided by A.R.I. for the product and/or applicable ordinances and/or codes.

Handling

1. Shipping and handling the product must be done in a safe and stable manner and in accordance with the relevant standards and regulations.
2. Storage should be in the original delivery crates or cases. Storage should be off the ground in a clean, dry indoor area.
3. For lifting and positioning the product, use only approved lifting equipment operated by authorized employees and contractors.
4. Prior to the installation visually verify that the product was not damaged during shipment to the installation site.

Installation

1. Install the product according to the detailed Installation Instructions provided with it by A.R.I. and according to the description given in this manual.
2. The user should install a manual Isolation Valve under the product's inlet port.
3. In all installation sites, the user should enable good visibility and verify that the work and auxiliary equipment used are done in accordance with the relevant local authorized standards. Extra safety considerations should be taken on hazardous environment sites.
4. Check and re-tighten the bolts connecting the product to the pipeline during commissioning and before operating the product for the first time.

Commissioning and Operation

1. Read carefully the operation instructions prior to any attempt to operate the product.
2. Observe the safety stickers on the product and never perform any operation contradicting the instructions given.
3. In order to achieve maximum performance and smooth operation of the product, it is crucial to perform the startup and first operation procedures exactly as described in this manual.
4. In cases where formal commissioning procedure is required, it should be done by an authorized A.R.I. technician prior to the first operation of the product.

Maintenance

Before any maintenance or non-regular operation, please read the following:

1. Servicing the product should be done only by qualified technicians for this type of work.
2. Make sure that you know the exact type of the system fluid. Act accordingly and comply with all the relevant standards and regulations set for handling this type of fluid.
3. Before disconnecting the product from the system and before releasing the residual pressure do **NOT**:
 - loosen or unscrew the product bolts;
 - remove any protection cover;
 - open any service port.
4. Before any maintenance or non-regular operation, shut off the Isolation valve and release the residual pressure:
 - A. For air valves with a pressure release outlet, slowly open the pressure release plug or the ball valve and make sure that all pressure is released. Please note that some air release valves, especially the wastewater models, may contain a significant volume of compressed gas with accumulated energy!
 - B. For air valves without a pressure release outlet, slowly unscrew the flange bolts until all the pressure is released from the valve.
5. Make sure the air valve is empty of all liquid prior to commencing maintenance.
6. Remove the product from the line only after ensuring that internal pressure has been released.
7. Place warning signs around the work area as required by the local standards and procedures.
8. Inspect the product's safety stickers and replace any damaged or faded sticker.
9. Manual cleaning of the product and/or its components using high water pressure or steam should be performed in accordance with its specific cleaning instructions, the local standards and regulations and without endangering the operator or the vicinity
10. Manual cleaning of product and/or its components using acid or other chemical agents should be performed in accordance with the specific cleaning instructions, the relevant safety instructions for using that chemical as given by its supplier, the local standards and regulations and without endangering the operator or his vicinity.
11. For products used in potable water systems, if it is required to disinfect the product, do so according to the local water authority standards and regulations before putting the product into service.

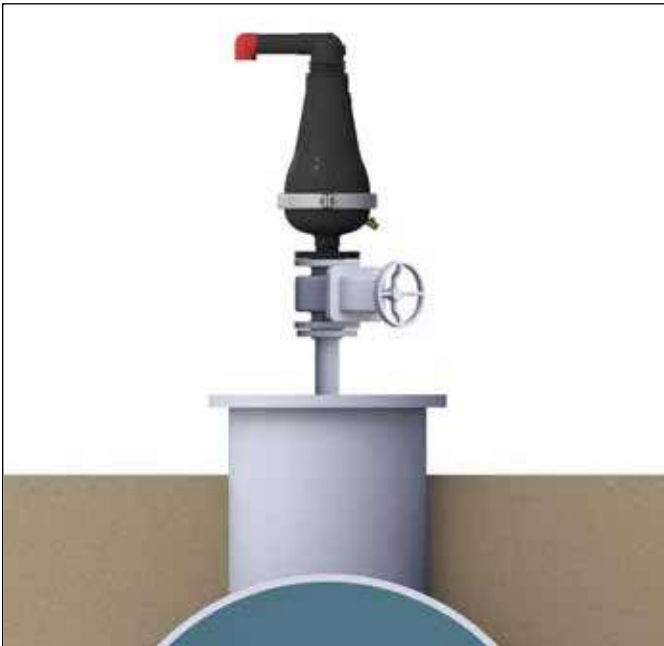
Before returning to regular operation

1. Re-assemble any protection covers or protection mechanisms removed during service or maintenance operations.
2. Make sure that all the tools, ladders, lifting devices, etc. used during the maintenance procedures are taken away from the product area and stored.
3. Remove grease and fat material residues in order to avoid slipping.
4. In order to return the product to regular operation, follow the First Start-up Operation instructions as detailed in your user manual.

2. INSTALLATION

Important: Before performing any work on the air valve make sure that all workers on site are familiar with the safety instructions and the relevant local and general safety instructions and work regulations.

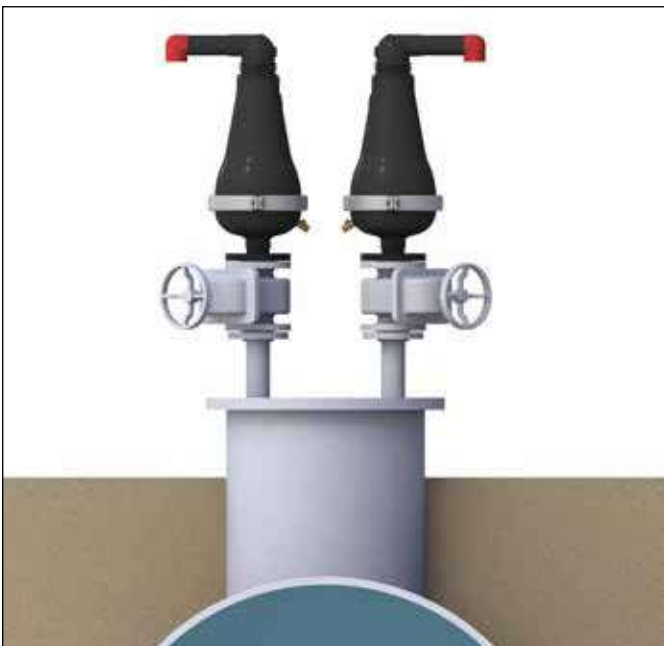
2.1. Installation Recommendations



Single Air Valve on an Isolating Valve at 45° to Air Valve outlet



Two Air Valves on a shared Isolating Valve. Air Valves outlets face outward and the Isolating Valve at 45° to Air Valve outlets



Two Air Valves on an Air Trap with separate Isolating Valves. Air Valve outlets face outward and the Isolating Valves at 45° to Air Valve outlets



Underground Installations

Underground installations require a venting pipe from the manhole

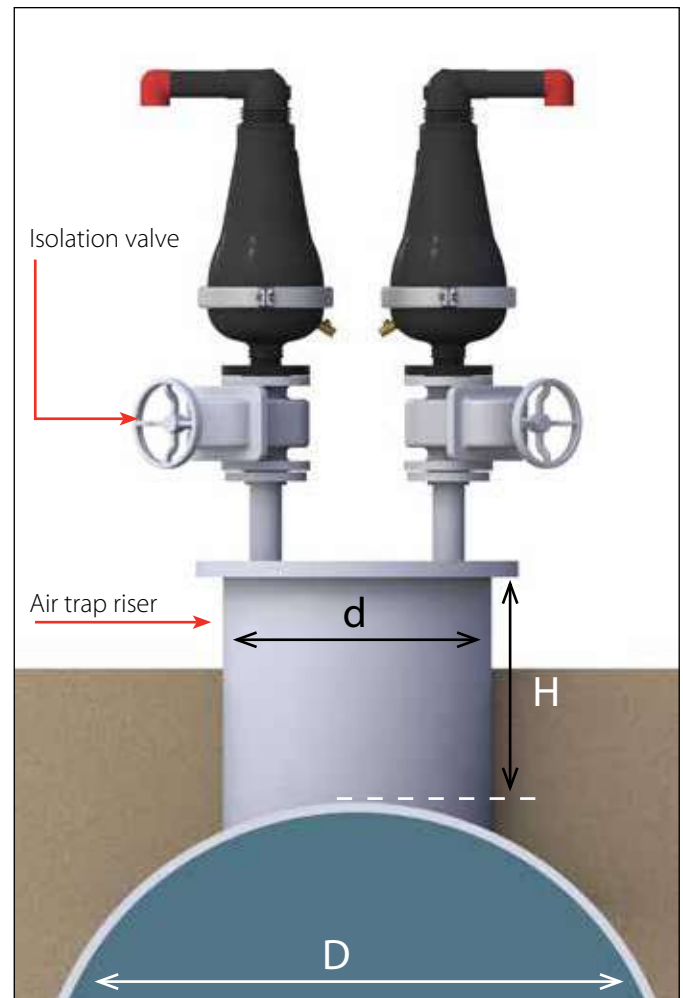
Use an angular installation to bypass an obstacle directly above the pipeline.

2.2. Conventions and Measurements

This paragraph presents and explains the terms and measurements used for the Installation process.

D = Diameter of pipeline
 d = diameter of riser
 H = Height of riser on the pipeline
 (measured from crown of pipeline)

- For pipelines up to 12" (300mm) in diameter (D), the Air Trap diameter (d) should be the same as the pipeline diameter.
- For larger pipelines of up to 60" (1500mm) in diameter (D), the Air trap diameter (d) should be 60% of the pipeline diameter.
- For larger than 60" (1500mm) pipelines (D), the Air trap diameter (d) should be 35% of the pipeline diameter.
- The Air trap length (H) should allow easy access to the air valve from below and should be at least 6" (150mm).



2.3. Installation Instructions

1. Flush the system before installing the air valve to avoid any debris or sharp objects getting into the air valve.
2. Carefully remove the air valve from the shipping package. Unload all air valves carefully to a sturdy level surface taking care not to drop them.
3. Air valves fitted with hoist rings should only be lifted and conveyed using these hoist rings.
4. Install an isolating valve below the air valve, connected by a Riser to the crown of the pipe.
5. Mount the air valve carefully on the rubber gaskets of the isolating valve.
6. Place washers on each of the bolts & nuts that connect the air valve flange to the isolating valve flange.
7. Tighten all the bolts and nuts using the crossover method.
 - a. The closure tightness of the bolts and nuts shall be according to the standard torque for their specific size.
 - b. Use ring wrench keys for the closing and opening of all bolts of the air valve (including the flange bolts).

3. OPERATION

When the system is charged and the pipeline begins to fill, the water flowing in the pipeline enters into the combination air valve, raising the air/ vacuum and air release floats to their sealing position.

During filling, air is discharged mainly through the air/ vacuum orifice as well as small amounts of air released through the air release orifice. As the pipeline becomes fully pressurized, the air/ vacuum orifice will seal and entrapped air will then be automatically released only from the air release orifice.

During pipe draining or water column separation, the floats will drop down due to the vacuum created, and air will enter into the pipeline through the air/ vacuum orifice.

4. TROUBLESHOOTING

Symptom	Possible Causes	Remedy
Valve leaking from Clamp area	O-ring is not in place, debris in sealing area, or Clamps are not properly tightened	Open the bolt, separate and remove the two Clamps. Check the placement and integrity of the O-ring. Check for debris, clean and close the Clamps
Valve leaking from the Discharge Outlet	A. Low pressure B. Debris caught in sealing mechanism or Rolling Seal is damaged	A. Requires a minimum pressure of 0.05 bar (0.7 psi) to seal properly B. Perform 5. Periodic Maintenance Including 5.3.2 Integrity Test and Replacing (cleaning) of the Rolling Seal Assembly
Threaded pipe connection is leaking	The nylon thread was compromised in installation	Replace the Base (17) section and O-ring (14) Suggest a double threaded nipple fitting for future use.
Leakage from the Tap	A. Tap not completely closed B. Debris caught inside the Tap	A. Tightly close the Tap B. Fully open, then fully close the Tap

5. PERIODIC MAINTENANCE

Please note that the periodic maintenance of the air valve is an integral part of the proper pipeline maintenance regime; it should be maintained at least once a year in accordance with the quality and composition of the fluid in the system.

Important: Before performing any work on the air valve, make sure that all workers on site are familiar with the safety instructions as appear in chapter 1 of this document and with all the relevant local and general safety instructions, standards and work regulations.

5.1. Preparation

5.1.1. Required tools and materials:

- Flat tip screwdriver
- Phillips head screwdriver
- 8mm combination spanner
- 4 mm Allen key
- 6 mm Allen key
- Plastic head hammer
- Small bowl with kitchen type liquid soap



5.1.2. Releasing Pressure

- Shut the isolating valve located on the riser under the air valve
- Open the Ball Valve to release pressure and drain the air valve [1]
- Important: Discard liquid in compliance with local regulations



5.1.3 Remove the Air Valve Assembly

- Turn the upper Body one full turn counterclockwise to loosen it from the Body [1]
- With the plastic hammer, tap down on the upper part of the outlet elbow [2]
- Remove the Discharge Elbow and Extension from the Body [3]



- Insert the Allen screwdriver into the Allen screw head and turn counterclockwise to open [1]
- Remove Screw and Nut [2]
- Repeat the procedure for the other side of the clamp
- Pull out to remove Clamps from both sides of the valve body [3]



- Pull the body unit sideways to separate it from the Base [1]
- Place the entire assembly on a clean, flat surface [2]



5.3. Maintenance

5.3.1. Disassembly and Cleaning

- Thoroughly wash and clean the inside of the Air Valve Body, the Float [1] and the Base [2] under clean running water to remove all grime.

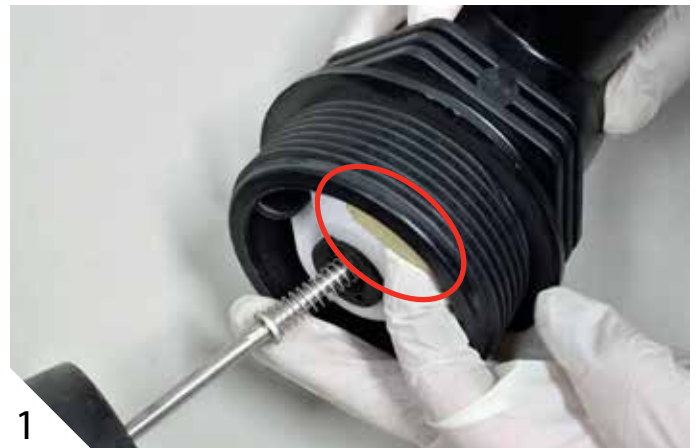




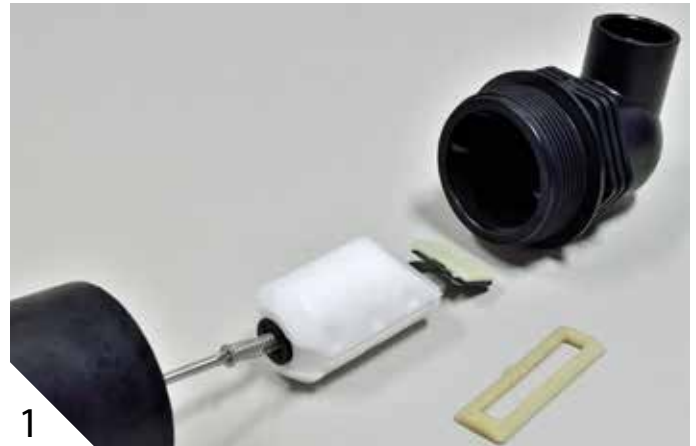
- Turn the upper Body counterclockwise to release, lift and separate it from the main Body [1], [2]
- Place the entire assembly on a clean, flat surface [3]



- Grasp the Clamping Stem and pull out to remove it from the upper Body [1], [2], [3]
- Pull out to remove the Float & Seal assembly from the upper Body [4], [5]



- Thoroughly wash and clean all removed components including the Float & Seal assembly, the Upper Body and the Clamping Stem under clean running water to remove all grime [1]
- Important: During cleaning, pay special attention to the sealing area of the upper Body [2], the area around the O-ring in the top of the main Body [3].



1



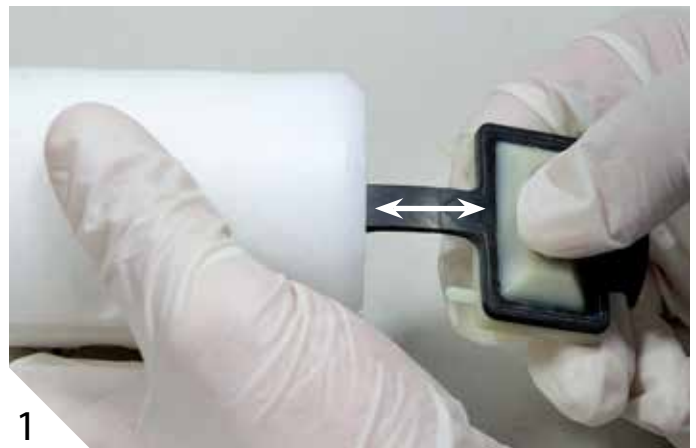
2



3

5.3.2 Integrity Test and Replacement of the Rolling Seal and O-ring

- Check the integrity of the Rolling Seal by stretching it to check for cracks or tears [1], [2]
- If replacement is necessary, slide out and remove the Rolling Seal Assembly [3]



1

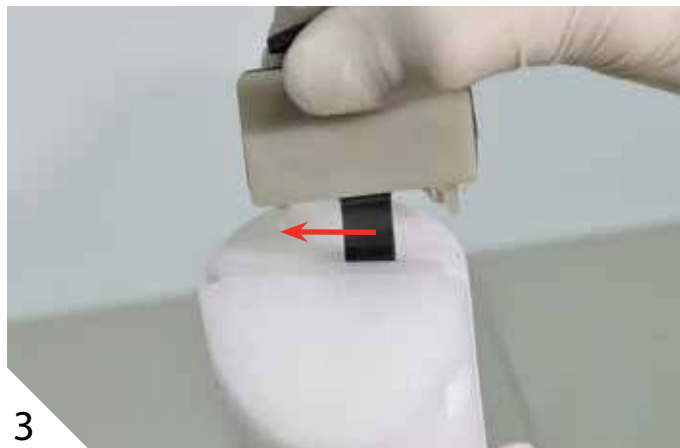


2



3

- Take a new Rolling Seal Assembly and dip the tail end into the liquid soap solution [1]
- Pay attention to the correct position and direction [2].
- Insert the tail end of the Rolling Seal Assembly into the groove on the Float [2].
- Gently pull the Rolling Seal Assembly until it is partially inserted into the Float groove [3].
- Use the 4.5mm Roll Pin Punch to push the Rolling Seal Assembly to the middle of the Float [4] and align the middle of the Rolling Seal Assembly tail with the midline of the Float [5].

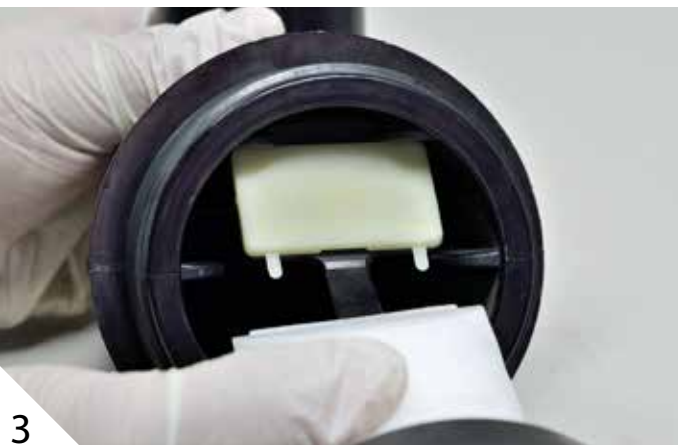


- Check the integrity of the main body O-ring [1]. Remove and replace, if necessary [2].



5.3.3 Assembly

- Position the Cover & Float assembly at the edge of the table so the float can hang over the end of the table [1].
- Insert the triangular end of the Rolling Seal assembly into the groove on the front side of the upper Body [2].
- Continue to insert until the triangular end is halfway into the groove [3].
- Slide the two grooves found on the sides of the Float onto the two rails found in the inside of the upper Body [4]



- Take the Clamping Stem and insert it with smooth side up into the same groove, just behind the triangular end of the Rolling Seal [1]
- Simultaneously push down on the Float and the Clamping Stem [2] till the end so they sit flush with the valve black Body [3].



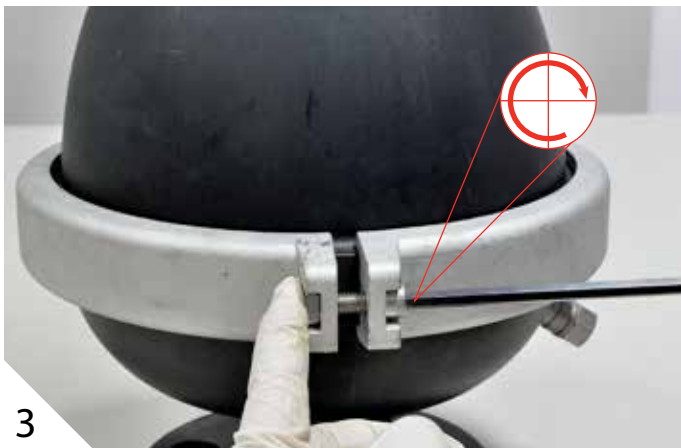
- Verify that the Rolling Seal is clamped in place by holding the end of the Clamping Stem in place while lifting up the assembly. The assembly should remain locked inside the upper Body [1]
- Manually insert the upper Body assembly into the main body [2].
- Manually screw the upper Body assembly into the main Body by turning clockwise until tight [3].



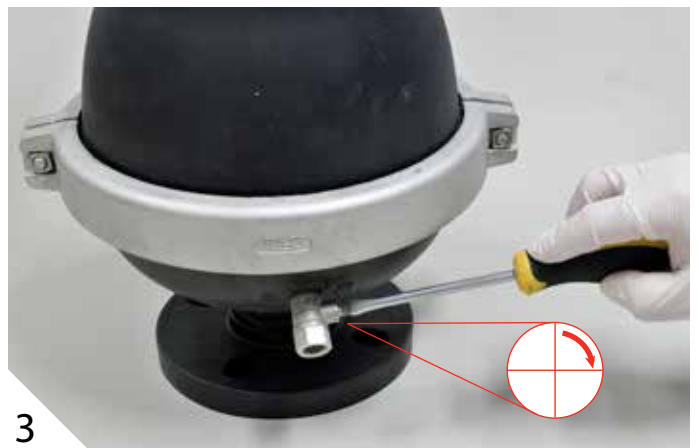
- Place the assembled main Body onto the Base and press down to insure the Body is aligned over the O-ring on the Base [1].
- With the aid of the plastic hammer, tap down on the top of the Body [2] until it sits flush with the Base and no gap between the parts is visible [3].



- Place the two Clamps on the ridge between the Body and the Base [1].
- Insert the 2 Screws and Nuts into the Clamps, one on each side [2], and tighten with the aid of the 6mm Allen screwdriver [3] until closed tight [4].



- Insert the Elbow and Extension into the upper Body outlet and tap into place with the aid of the plastic hammer [1].
- Close the Ball Valve [2]



- Open the isolating valve located on the riser under the air valve.

6. ASSEMBLY BOM TABLE AND DRAWING

No.	Part name	QTY.
1	Discharge Elbow	1
2	Extension	1
3	Body	1
4	Clamping Stem	1
5	Rolling Seal Assembly	1
6	Float Connector	1
7	O-ring	1
8	Body	1
9	Domed Nut	1
10	Stopper	1
11	Spring	1
12	Float + Stem + Washer	1
13	O-ring	1
14	Clamp, Bolt & Nut	2
15	Tap 1/4 "	1
16	Base	1



7. Ordering Replacement Parts

Manual No. D025L.IOM.ENG01

Size _____

PN _____

S/N _____

Cat. No. _____

BOM No.	Part	Quantity
[1]	Discharge Elbow	
[2]	Extension	
[4]	Clamping Stem	
[5]	Rolling Seal Assembly	
[9]	Domed Nut	
[10]	Stopper	
[11]	Spring	
[7]	O-ring (Cover)	
[12]	Float + Stem + Washer	
[1-7], [9-12]	Complete Float, Seal & Cover Assy. Kit	
[13]	O-ring (Body)	

- BOM TABLE & DRAWING - see page 20

- We highly recommend that you send a photo of the product identification tag with all replacement parts requests in order to insure parts compatibility. See example below:



A.R.I. Standard International Warranty

A.R.I. manufactured products are guaranteed to be free from defect in material and/or workmanship and to perform as advertised when properly installed, used and maintained in accordance with current instructions, written or verbal.

Should any item prove defective within the time period set forth for that item(s), but in any case not later than within 12 (Twelve) months of that product having left A.R.I.'s premises, and subject to receipt by A.R.I. or its authorized representative, of written notice thereof from the purchaser within 30 days of discovery of such defect or failure - A.R.I. will repair or replace or refund the purchase price, at its sole discretion, any items proven defective in workmanship or material.

A.R.I. will not be responsible, nor does this warranty extend to any consequential or incidental damages or expenses of any kind or nature regardless of the nature thereof, including without limitation, injury to persons or property, loss of use of the products, loss of goodwill, loss of profits or any other contingent liabilities of any kind or character alleged to be the cause of loss or damage to the purchaser.

This warranty does not cover damage or failure caused by misuse, abuse or negligence, nor shall it apply to products upon which repairs or alterations have been made by other than an authorized A.R.I. representative. This warranty does not extend to components, parts or raw materials used by A.R.I. but manufactured by others, which shall be only to extent warranted by the manufacturer's warranty.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT THIS WARRANTY WHICH IS GIVEN IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Guy Sagie
Chief Executive Officer

A handwritten signature in black ink, appearing to read "Guy Sagie".

Val-Matic® Wastewater Air/Vacuum Valve

Operation, Maintenance and Installation Manual

INTRODUCTION	1
RECEIVING AND STORAGE	1
DESCRIPTION OF OPERATION.....	1
INSTALLATION	2
VALVE CONSTRUCTION.....	2
MAINTENANCE.....	3
TROUBLESHOOTING.....	4
DISASSEMBLY	4
REASSEMBLY	4
PARTS & SERVICE.....	5
WARRANTY	5



VAL-MATIC® VALVE AND MANUFACTURING CORP.

905 Riverside Dr. • Elmhurst, IL 60126
Phone (630) 941-7600 • Fax (630) 941-8042
www.valmatic.com

VAL-MATIC'S WASTEWATER AIR/VACUUM VALVE OPERATION, MAINTENANCE AND INSTALLATION

INTRODUCTION

This manual will provide you with the information to properly install and maintain the valve to ensure a long service life. The Wastewater Air/Vacuum Valve has been designed with stainless steel trim to give years of trouble free operation. Regular maintenance may be required for valves subject to fluids containing high suspended solids with greases/oils.

The Wastewater Air/vacuum valve is typically mounted at the high points in a force main to automatically exhaust large volumes of air during filling and allow air to reenter during draining. The valve is furnished in sizes 1" through 8" sizes and is often used in combination with a Wastewater Air Release Valve to release air while the force main is under pressure.

CAUTION

This valve is not intended for flammable liquids service.

The valve is a float operated, resilient seated valve designed to handle waste fluids. The valve may be equipped with backwash accessories for sewer service. The Size, Maximum Working Pressure and Model No. are stamped on the nameplate for reference.

Note: Low Durometer seats are available for low pressure applications.

RECEIVING AND STORAGE

Inspect valves upon receipt for damage in shipment. Handle all valves carefully without dropping. Valves should remain boxed, clean and dry until installed to prevent weather related damage. For long-term storage, greater than six months, the valve must remain in the box and stored indoors. Do not expose valve to sunlight or ozone for any extended period.

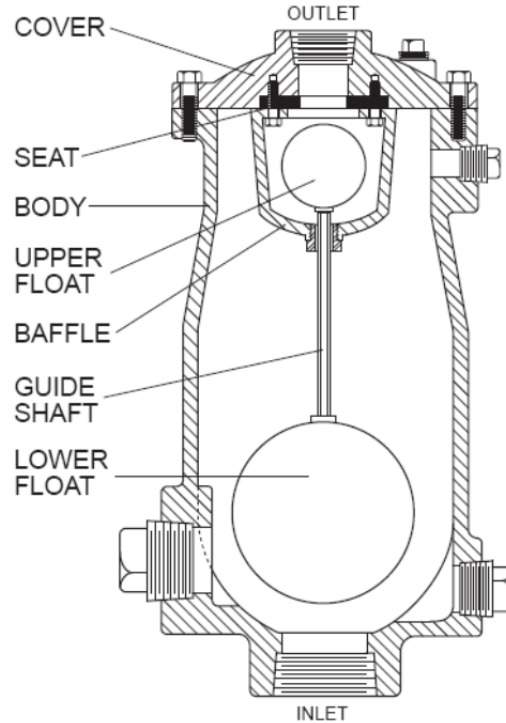


Figure 1. 4"-20" Air/Vacuum Valve

DESCRIPTION OF OPERATION

The Wastewater Air/Vacuum Valve, as shipped, is a normally open valve and will rapidly vent air through the top opening. As fluid enters the bottom of the valve, the float assembly will rise, pressing the upper float against the seat. The valve will remain closed until system pressure drops to near zero pressure. It will open during draining or when a vacuum condition occurs. The valve can be equipped with external valves and hose connections for backwashing.

The lower float provides buoyancy to seal the top float and prevent sewage from fouling the seat. The only moving parts in the valve are the float and float guide shaft. The guide shaft assures that the float enters the seat at the optimum angle and prevents float contact with any surface other than the resilient seat. Additional ports are provided for flushing, testing and draining purposes.

INSTALLATION

The installation of the valve is important for its proper operation. The valves must be installed at the system high points in the vertical position with the inlet down. For pipeline service, a vault with freeze protection, adequate screened venting, and drainage should be provided. During closure, some fluid discharge will occur so vent lines should extend to an open drain for in-plant installations. A shutoff valve should be installed below the valve to allow regular maintenance.

CAUTION

Install valve with "INLET" port down or leakage will occur.

VALVE CONSTRUCTION

The standard Wastewater Air/Vacuum Valve body and cover are cast iron. See specific Materials List submitted for the order if other than standard cast iron construction. All internal metal components are stainless steel with the exception of the seat, which is resilient. The general details of construction for 1" through 3" valves are illustrated in Figure 2. The general details of construction for 4" through 8" are illustrated in figure 3. The body (1) is threaded or flanged for connection to the pipeline.

Table 1. Wastewater Air/Vacuum Valve Parts List

<u>Item</u>	<u>Description</u>	<u>Material</u>
1	Body	Cast Iron
2	Cover	Cast Iron
4	Seat*	Buna-N
5	Upper Float*	Stainless Steel
5L	Lower Float*	Stainless Steel
6	Gasket*	Non-Asbestos
7	Cover Bolt	Alloy Steel
8	Retaining Screw	Stainless Steel
9	Guide Bushing*	Stainless Steel
15	Cushion*	Buna-N
20	Guide Shaft*	Stainless Steel
27	Washer*	Stainless Steel
28	Pipe Plug	Malleable Iron

*Recommended Spare Part

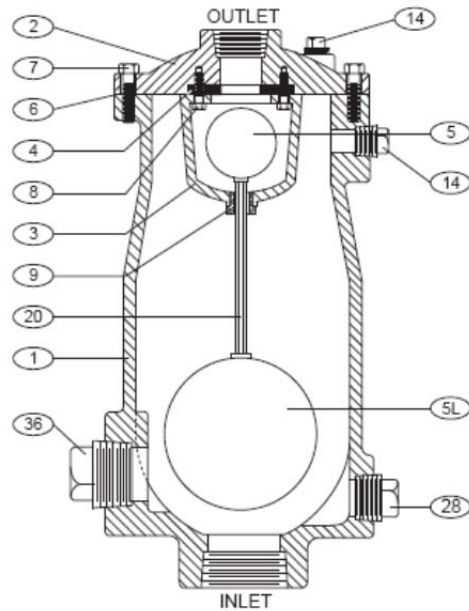


Figure 2. 1"-3" Wastewater Air/Vacuum Valve

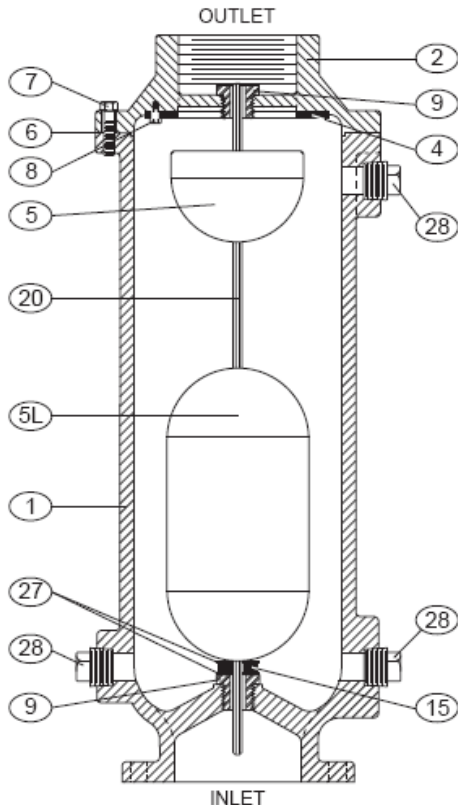


Figure 3. 4"-8" Wastewater Air/Vacuum Valve

MAINTENANCE

The Wastewater Air/Vacuum Valve should be scheduled for inspection and backwash on a regular basis. The use of Fusion Bonded Epoxy (FBE) interior coating greatly minimizes the need for backwashing. Based on experience in service, a more frequent backwash regimen may be desirable to minimize leakage.

WARNING

Wear safety glasses to look into the valve outlet after installation. Released fluid can cause injury.

INSPECTION: Periodic inspection to verify operation can be performed. The valve should not leak fluid at any connection or through the outlet. If there is leakage through the outlet, perform a backwash procedure on the valve.

LUBRICATION: The Wastewater Air/Vacuum valve is a self-contained automatic valve and does not require lubrication to enhance its operation.

TOOLS: No special tools are needed to maintain or repair the valve. The valve should be equipped with backwash valves and hoses for ease of backwashing.

BACKWASH PROCEDURE: In order to properly backwash the valve, a 1" clean water supply of at least 30 psi is needed. This supply should be connected to the top of the valve with the rubber hose with quick disconnect couplings as provided and shown in Figure 4. **NOTE:** quick disconnect hose fittings provided with valve are "Air King" rated for 110 psi from Dixon Valve, Chestertown, MD.

1. Pipe valve B to drain prior to backwashing.
2. Close inlet valve A.
3. Open valve B.
4. Connect water supply C and supply water for three minutes to flush the body area. Close valve B. This will wash the seat and mechanism area.

5. Additional washing of seat area can be accomplished by placing the water supply over the discharge port with valve C closed.
6. Slowly open valve A to place unit back in service.

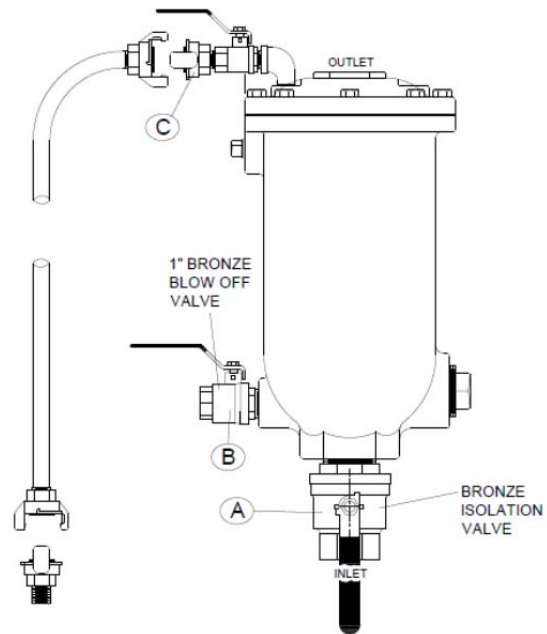


Figure 4. Backwash Piping

TROUBLESHOOTING

Several problems and solutions are presented below to assist you in troubleshooting the valve assembly in an efficient manner.

1. Leakage at Bottom Connection: Tighten valve threaded connection. If leak persists, remove valve and seal threads with thread sealant or tape.
2. Leakage at Cover: Tighten bolts in a crossover pattern per Table 2, replace gasket.
3. Valve Leaks when Closed: Backwash valve to remove debris. Disassemble and inspect seat and float for damage. NOTE: Many floats contain sand for weight, but if water is detected replace float.

DISSASSEMBLY

The valve can be disassembled without removing it from the pipeline. Or for convenience, the valve can be removed from the line. All work on the valve should be performed by a skilled mechanic with proper tools. No special tools are required.

WARNING

The valve must be drained before removing the cover or pressure may be released causing injury.

1. Close inlet shutoff valve (A). Open drain valve (B) or remove drain plug. Remove the cover bolts (7) on the top cover.
2. Pry cover (2) loose and lift off valve body. On models with 2" inlets, the float assembly will be connected to the cover.
3. Remove the retainer screws (8) and inspect the seat for cracks in the rubber or wear in the sealing surface.
4. On 3" and larger valves, lift the float (5) from body.
5. Turn guide bushing (9) to remove it from the baffle (3) [or body (1) on 4" and larger flanged valves].

6. Clean and inspect parts. Note: some floats contain sand for extra weight; if water is detected, replace float. Replace worn parts as necessary.

REASSEMBLY

All parts must be cleaned and gasket surfaces should be cleaned with a stiff wire brush in the direction of the serrations or machine marks. Worn parts, gaskets and seals should be replaced during reassembly. Refer to Figures 2 and 3.

1. Apply Loctite 680 thread sealant to guide bushing threads (9) and thread bushing into baffle (3) [or body (1) on 4" and larger flanged valves].
2. Lay seat (4) and baffle over inverted cover and fasten with screws (8) with maximum torque of 10 ft-lbs. DO NOT OVER TORQUE. [4" and larger flanged valves will not have a baffle.]
3. Assemble float (5) with Loctite 680 on the threaded connections.
4. On 4" and larger valves, carefully lower the float assembly into the body so that the cushion (15) and washer (27) are over the guide bushing (9).
5. Lay cover gasket (6) over body flange and secure with lubricated bolts (7) to the torque shown in Table 2.
6. Place valve back in service. Refer to the Installation instructions on page 2. Slowly open inlet isolation valve.

Table 2. Valve Cover Bolts Torques

<u>Size</u>	<u>Torque (ft-lbs)</u>
1/4"	6
5/16"	18
3/8"	31
7/16"	50
1/2"	75
5/8"	150
3/4"	250

PARTS AND SERVICE

Parts and service are available from your local representative or the factory. Make note of the valve Model No. and Working Pressure located on the valve nameplate and contact:

Val-Matic Valve and Mfg. Corp.
905 Riverside Drive
Elmhurst, IL 60126
Phone: (630) 941-7600
Fax: (630) 941-8042
www.valmatic.com

A sales representative will quote prices for parts or arrange for service as needed.

LIMITED WARRANTY

All products are warranted to be free of defects in material and workmanship for a period of one year from the date of shipment, subject to the limitations below.

If the purchaser believes a product is defective, the purchaser shall: (a) Notify the manufacturer, state the alleged defect and request permission to return the product; (b) if permission is given, return the product with transportation prepaid. If the product is accepted for return and found to be defective, the manufacturer will, at his discretion, either repair or replace the product, f.o.b. factory, within 60 days of receipt, or refund the purchase price. Other than to repair, replace or refund as described above, purchaser agrees that manufacturer shall not be liable for any loss, costs, expenses or damages of any kind arising out of the product, its use, installation or replacement, labeling, instructions, information or technical data of any kind, description of product use, sample or model, warnings or lack of any of the foregoing. NO OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, ARE MADE OR AUTHORIZED. NO AFFIRMATION OF FACT, PROMISE, DESCRIPTION OF PRODUCT OF USE OR SAMPLE OR MODEL SHALL CREATE ANY WARRANTY FROM MANUFACTURER, UNLESS SIGNED BY THE PRESIDENT OF THE MANUFACTURER. These products are not manufactured, sold or intended for personal, family or household purposes.



VAL-MATIC® VALVE AND MANUFACTURING CORP.

905 Riverside Dr. • Elmhurst, IL 60126
Phone (630) 941-7600 • Fax (630) 941-8042
www.valmatic.com

Val-Matic® Wastewater Combination Air Valve

Operation, Maintenance and Installation Manual

INTRODUCTION	2
RECEIVING AND STORAGE	2
DESCRIPTION OF OPERATION.....	2
INSTALLATION	3
VALVE CONSTRUCTION.....	3
MAINTENANCE	4
TROUBLESHOOTING	5
DISASSEMBLY.....	5
REASSEMBLY	6
PARTS AND SERVICE.....	6
WARRANTY	7



VAL-MATIC® VALVE AND MANUFACTURING CORP.

905 Riverside Dr. • Elmhurst, IL 60126
Phone (630) 941-7600 • Fax (630) 941-8042
www.valmatic.com

VAL-MATIC'S WASTEWATER COMBINATION AIR VALVE OPERATION, MAINTENANCE AND INSTALLATION

INTRODUCTION

This manual will provide you with the information to properly install and maintain the valve to ensure a long service life. The Wastewater Combination Air Valve has been designed with stainless steel trim to give years of trouble-free operation but regular maintenance is recommended for valves subject to fluids containing suspended solids or greases/oils. The Wastewater Combination Air Valve is typically mounted at the high points in a piping system to automatically remove pockets of air as they accumulate. The valve can also be used to slowly release air in tanks and pump casings.

CAUTION

This valve is not intended for flammable liquids service.

The valve is a float-operated, resilient-seated valve designed to handle waste fluids. The valve may be equipped with backwash accessories. The Size, Maximum Working Pressure and Model No. are stamped on the nameplate for reference.

Note: Low Durometer seats are available for low pressure applications.

RECEIVING AND STORAGE

Inspect valves upon receipt for damage in shipment. Handle all valves carefully without dropping. Valves should remain boxed, clean and dry until installed to prevent weather related damage. For long-term storage greater than six months, the valve must remain in the box and stored indoors. Do not expose valve to sunlight or ozone for any extended period.

DESCRIPTION OF OPERATION

The Wastewater Combination Air Valve is designed to automatically remove air pockets at the high points in a piping system. The valve, as shipped, is a normally open valve and will rapidly vent air through the top opening. As fluid enters the valve, the float will rise, closing the orifice. As air accumulates in the piping system and enters the valve, the float drops allowing the small venting orifice to open.

The valve can be furnished with optional external valves and hose connections for backwashing. These items are packaged separately.

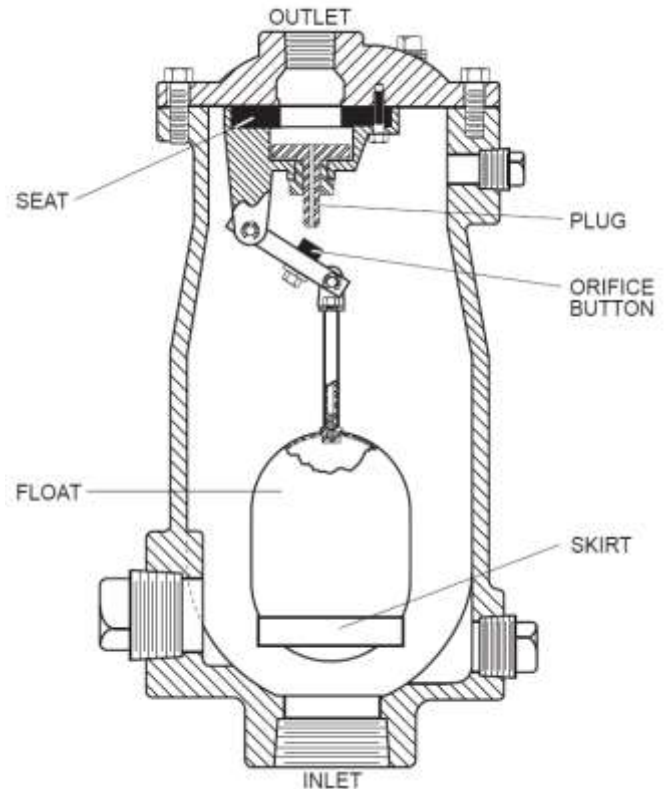


FIGURE 1. WASTEWATER COMBINATION AIR VALVE

When air enters the valve, it is released through the large-diameter seat and the outlet on the top of the valve. When fluid enters the valve, the float lifts the plug, which seals off the seat. The orifice button also seals against the small orifice drilled through the center of the plug. The float has a skirt to assist in closure and reduce leakage. As air or gas accumulates in the valve, the float will drop and pull the button away from the plug. This will allow pressurized air to be vented through the plug. Additional ports are provided for flushing, testing and draining purposes.

INSTALLATION

The installation of the valve is important for its proper operation. Valves should be installed at the system high points in the vertical position with the inlet down. For pipeline service, a vault with freeze protection, adequate screened venting, and drainage should be provided. During closure, some fluid discharge will occur so vent lines should extend to an open drain area in plant service. A shut-off valve should be installed below the valve in the event servicing is required.

CAUTION

Install valve with "INLET" port down or leakage will occur.

VALVE CONSTRUCTION

The standard Wastewater Combination Air Valve body and cover are cast iron. See the specific Materials List submitted for the order if other than standard cast iron construction. All internal components are stainless steel with the exception of the orifice button, which is resilient. The general details of construction are illustrated in Figure 2. The body (1) is threaded for connection to the pipeline. The seat (4) is threaded into the cast cover (2).

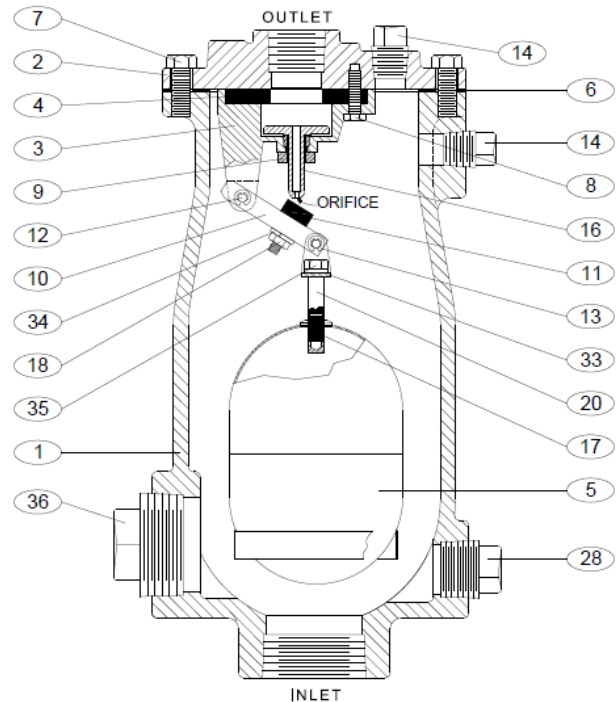


FIGURE 2. 1"-4" WASTEWATER COMBINATION AIR VALVE

ITEM	DESCRIPTION	MATERIAL
1	Body	Cast Iron
2	Cover	Cast Iron
3	Baffle (1"-2")	Cast Iron
	Baffle (3"-4")	Ductile Iron
4	Seat*	Buna-N
5	Float*	Stainless Steel
6	Gasket*	Non-Asbestos
7	Cover Bolt	Alloy Steel
8	Retaining Screw*	Stainless Steel
9	Bushing	Stainless Steel
10	Float Arm*	Stainless Steel
11	Orifice Button*	SS and Buna-N
12	Pivot Pin*	Stainless Steel
13	Retaining Ring*	Stainless Steel
14	Pipe Plug	Steel
16	Plug	Stainless Steel
17	Float Retainer*	Stainless Steel
18	Lock Nut*	Stainless Steel
20	Guide Shaft*	Stainless Steel
28	Pipe Plug	Malleable Iron
33	Clevis*	Stainless Steel
34	Lock Washer*	Stainless Steel
35	Guide Shaft Retainer*	Stainless Steel
36	Pipe Plug	Steel

*RECOMMENDED REPAIR PART KIT

TABLE 1. LIST OF PARTS

Option Backwash Assembly

Refer to the Figure 3 for the correct piping arrangement. Please note the each Kit contains extra fittings such as reducer bushings that may not be needed for your valve. The fittings should be installed with a standard pipe compound such as Oatey White Thread Sealant (supplied) or sealing tape. The quick disconnect fittings (Air King Universal Couplings) are designed for easy push and turn connections to a clean water source.

Backwash Accessory Kits			
Type	Inlet	Backwash Kit	Valve Models
Comb. Air Valve	1"	SPK-301ABW	801ABW
	2"	SPK-301ABW	802ABW
	3"	SPK-303ABW	803ABW
	4"	SPK-804BW	804BW

MAINTENANCE

The Wastewater Combination Air Valve should be scheduled for regular inspection and backwash on a monthly basis. Based on experience in service, a more frequent backwash regimen may be desirable to minimize leakage.

WARNING

Wear safety glasses to look into the valve outlet after installation. Released fluid can cause injury.

Inspection: Periodic inspection to verify operation can be performed. The valve should not leak fluid at any connection or through the outlet. If there is leakage through the outlet, perform a backwash procedure on the valve. Also check to see that air is being released by cracking open the lower drain valve (B). If a large amount of air is released from the drain valve, then the main valve may be clogged and a backwash procedure should be performed.

Lubrication: The Wastewater Combination Air Valve is a self-contained automatic valve and does not require and lubrication to enhance its operation.

Tools: No special tools are needed to maintain or repair the valve. The valve should be equipped with backwash valves and hoses for ease of backwashing.

Backwash Procedure: In order to properly backwash the valve, a 1" clean water supply of at least 30 psi is needed. This supply should be connected to the rubber hose with quick disconnect couplings as provided with the wastewater valve and shown in Figure 3.

1. Pipe valve B to a drain prior to backwashing.
2. Close inlet valve A.
3. Open drain valve B.
4. Connect water supply to C/D and supply water for 3 minutes to flush seat and mechanism area.
5. Additional washing of seat area can be accomplished by placing the water supply over the discharge into the Outlet port.
6. Close valves D and B.
7. Slowly open valve A to place back in service.

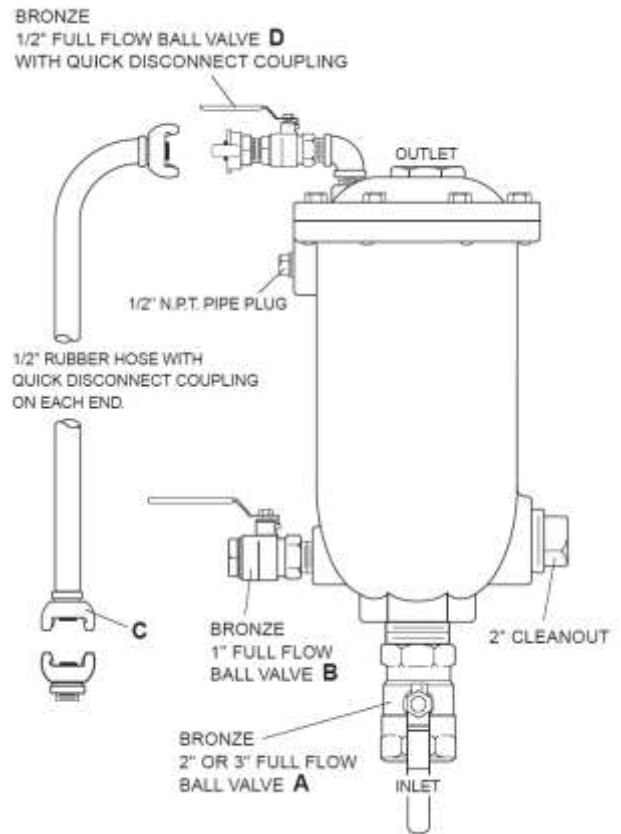


FIGURE 3. BACKWASH HARDWARE

TROUBLESHOOTING

Several problems and solutions are presented below to assist you in troubleshooting the valve assembly in an efficient manner.

- Leakage at Bottom Connection: Tighten valve threaded connection. If leak persists, remove valve and seal threads with Teflon* sealant or tape.
- Leakage at Cover: Tighten bolts per Table 2, replace gasket.
- Valve Leaks when Closed: Backwash valve to remove debris. Disassemble and inspect seat, orifice button, and float. NOTE: Many floats contain sand for weight but if water is detected, replace float.
- Valve not Venting Air: Check that operating pressure does not exceed Working Pressure on nameplate. Backwash valve.

*Du Pont registered trademark.

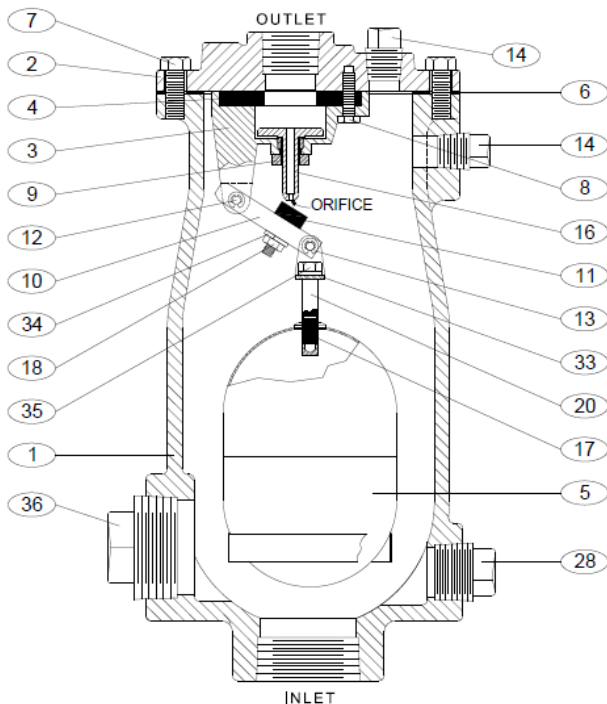


FIGURE 4. VALVE ASSEMBLY

DISASSEMBLY

The valve can be disassembled without removing it from the pipeline. Or for convenience, the valve can be removed from the line. All work on the valve should be performed by a skilled mechanic with proper tools. No special tools are required.

WARNING

The valve must be drained before removing the cover or pressure may be released causing injury.

1. See Figure 3. Close inlet shut-off valve (A). Open drain valve (B) or remove drain plug. See Figure 4. Remove the cover bolts (7) on the top cover.
2. Pry cover (2) loose with sharp chisel or screwdriver and lift off valve body. The float will be connected to the cover.
3. Remove the retainer screws (8) and inspect the seat (4) and button (11) for cracks in the rubber or wear in the sealing surfaces.
4. Remove the plug (16) from the baffle (3). The small orifice through the plug should be clean. The plug shaft and bushing (9) ID should be polished clean with 4x0 steel wool or 320 grit polishing compound.
5. Turn guide bushing (9) to remove it from the baffle. Remove the retainer rings (13) to disassemble the float arm assembly.
6. Clean and inspect parts. Note: If floats contain water, replace. Replace worn parts as necessary.

REASSEMBLY

All parts must be cleaned and gasket surfaces should be cleaned with a stiff wire brush in the direction of the serrations or machine marks. Worn parts, gaskets and seals should be replaced during reassembly. Refer to Figure 4.

1. Apply Loctite 680 thread sealant to guide bushing threads (9) and thread bushing into baffle (3).
2. Lay seat (4), plug (16), and baffle (3) over inverted cover and fasten with screws (8) with maximum torque of 10 ft-lbs. Do not over tighten.
3. Assemble float (5) with Loctite 680 on the threaded connections of float retainer (17) and guide shaft retainer (35).

Model Number	Bolt Size	Torque (ft-lbs)
801A,	7/16"	30
802A, 803A, 804	1/2"	45

TABLE 2. VALVE COVER BOLT TORQUES

4. Insert pivot pins (12) through float arm (10) and fasten with retainer rings (13). Thread in orifice button (11) and secure with lockwasher (34) and lock nut (18). Adjust orifice button so that when float is seated against the plug, the button is centered.
5. Lay cover gasket (6) over body flange and secure with lubricated bolts (7) to the torque shown in Table 2.
6. Place valve back in service. Refer to the installation instructions on page 2. Slowly open inlet isolation valve.

PARTS AND SERVICE

Parts and service are available from your local representative or the factory. Make note of the valve Model No and Working Pressure located on the valve nameplate and contact:

Val-Matic Valve and Mfg. Corp.
905 Riverside Drive
Elmhurst, IL 60126
Phone: (630) 941-7600
Fax: (630) 941-8042
www.valmatic.com

A sales representative will quote prices for parts or arrange for service as needed.

LIMITED WARRANTY

All products are warranted to be free of defects in material and workmanship for a period of one year from the date of shipment, subject to the limitations below.

If the purchaser believes a product is defective, the purchaser shall: (a) Notify the manufacturer, state the alleged defect and request permission to return the product; (b) if permission is given, return the product with transportation prepaid. If the product is accepted for return and found to be defective, the manufacturer will, at his discretion, either repair or replace the product, f.o.b. factory, within 60 days of receipt, or refund the purchase price. Other than to repair, replace or refund as described above, purchaser agrees that manufacturer shall not be liable for any loss, costs, expenses or damages of any kind arising out of the product, its use, installation or replacement, labeling, instructions, information or technical data of any kind, description of product use, sample or model, warnings or lack of any of the foregoing. NO OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, ARE MADE OR AUTHORIZED. NO AFFIRMATION OF FACT, PROMISE, DESCRIPTION OF PRODUCT OF USE OR SAMPLE OR MODEL SHALL CREATE ANY WARRANTY FROM MANUFACTURER, UNLESS SIGNED BY THE PRESIDENT OF THE MANUFACTURER. These products are not manufactured, sold or intended for personal, family or household purposes.



VAL-MATIC® VALVE AND MANUFACTURING CORP.

905 Riverside Dr. • Elmhurst, IL 60126
Phone (630) 941-7600 • Fax (630) 941-8042
www.valmatic.com

Val-Matic® Wastewater Air Release Valve Models 48A, 49A

Operation, Maintenance and Installation Manual

INTRODUCTION.....	1
RECEIVING AND STORAGE	1
DESCRIPTION OF OPERATION.....	1
INSTALLATION	2
VALVE CONSTRUCTION.....	2
MAINTENANCE	3
TROUBLESHOOTING	4
DISASSEMBLY	4
REASSEMBLY	4
PARTS & SERVICE	5
WARRANTY	6



VAL-MATIC® VALVE AND MANUFACTURING CORP.

905 Riverside Dr. • Elmhurst, IL 60126
Phone (630) 941-7600 • Fax (630) 941-8042
www.valmatic.com

VAL-MATIC'S WASTEWATER AIR RELEASE VALVE OPERATION, MAINTENANCE AND INSTALLATION

INTRODUCTION

This manual will provide you with the information to properly install and maintain the valve to ensure a long service life. The Wastewater Air Release Valve has been designed with stainless steel trim to give years of trouble-free operation but regular maintenance is recommended for valves subject to fluids containing suspended solids or greases/oils. The Wastewater Air Release Valve is typically mounted at the high points in a piping system to automatically remove pockets of air as they accumulate. The valve can also be used to slowly release air in tanks and pump casings.

CAUTION

This valve is not intended for fuel liquids service.

The valve is a float-operated, resilient-seated valve designed to handle waste fluids. The valve may be equipped with backwash accessories. The Size, Maximum Working Pressure and Model No. are stamped on the nameplate for reference.

Note: Low Durometer seats are available for low pressure applications.

RECEIVING AND STORAGE

Inspect valves upon receipt for damage in shipment. Handle all valves carefully without dropping. Valves should remain boxed, clean and dry until installed to prevent weather related damage. For long term storage greater than six months, the valve must remain in the box and stored indoors. Do not expose valve to sunlight or ozone for any extended period.

DESCRIPTION OF OPERATION

The Wastewater Air Release Valve is designed to automatically remove air pockets at the high points in a piping system. The valve, as shipped, is a normally open valve and will slowly vent air through the top orifice. As fluid enters the valve, the float will rise, closing the orifice. As air accumulates in the piping system and enters the valve, the float drops allowing the venting orifice to open.

The valve can be equipped with optional external valves and hose connections for backwashing. These items are packaged separately.

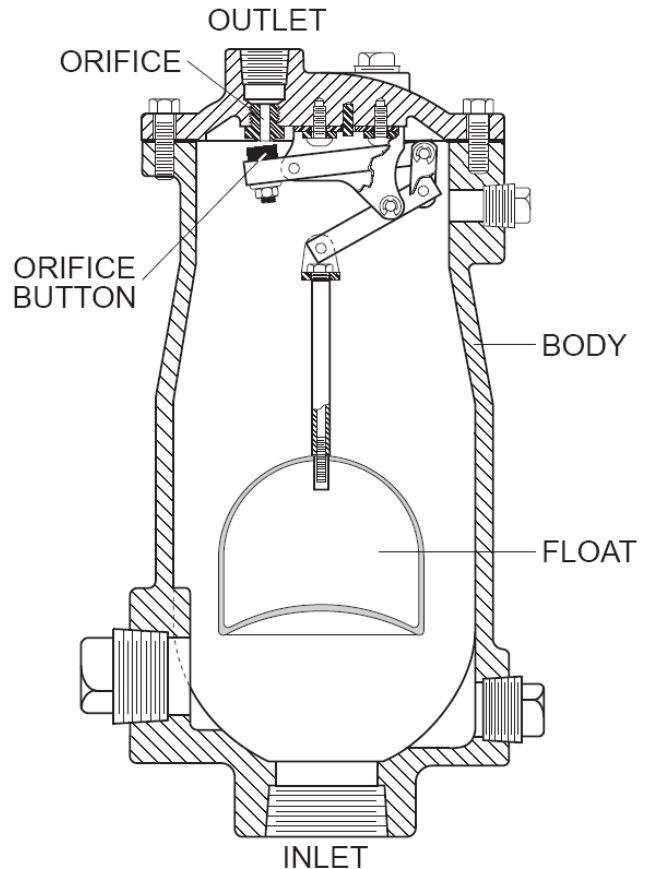


FIGURE 1. WASTEWATER AIR RELEASE VALVE

The lever mechanism provides mechanical advantage for the float. During system operation, the pipeline pressure exerts a strong upward force on the sealing component, the orifice button. The lever mechanism magnifies the weight of the float so that the orifice will open under high pipeline pressures. Additional ports are provided for flushing, testing and draining purposes.

INSTALLATION

The installation of the valve is important for its proper operation. Valves must be installed at the system high points in the vertical position with the inlet down. For pipeline service, a vault with freeze protection, adequate screened venting, and drainage should be provided. During closure, some fluid discharge will occur so vent lines should extend to an open drain area in plant service. A shut-off valve should be installed below the valve in the event servicing is required.

CAUTION

Install valve with "INLET" port down or leakage will occur

VALVE CONSTRUCTION

The standard Wastewater Air Release Valve body and cover are cast iron. See the specific Materials List submitted for the order if other than standard cast iron construction. All internal components are stainless steel with the exception of the orifice button which is resilient. The general details of construction are illustrated in Figure 2. The body (1) is threaded for connection to the pipeline. The seat (4) is threaded into the cast cover (2).

ITEM	DESCRIPTION	MATERIAL
1	Body	Cast Iron
2	Cover	Cast Iron
3	Leverage Frame*	Stainless Steel
4	Seat*	Stainless Steel
5	Float*	Stainless Steel
6	Gasket*	Non-Asbestos
7	Cover Bolt	Alloy Steel
8	Retaining Screw*	Stainless Steel
10	Float Arm*	Stainless Steel
11	Orifice Button*	Buna-N
12	Pivot Pin*	Stainless Steel
13	Retaining Ring*	Stainless Steel
14	Pipe Plug	Iron
17	Float Retainer*	Stainless Steel
18	Lock Nut*	Stainless Steel
19	Link*	Stainless Steel
20	Extension Shaft*	Stainless Steel
21	Locating Pin	Stainless Steel
22	Orifice Button Arm*	Stainless Steel
28	Pipe Plug	Malleable Iron
30	Washer*	Stainless Steel
33	Clevis*	Stainless Steel
34	Lock Washer*	Stainless Steel
35	Retaining Screw*	Stainless Steel
36	Pipe Plug	Malleable Iron

*RECOMMENDED REPAIR PART KIT

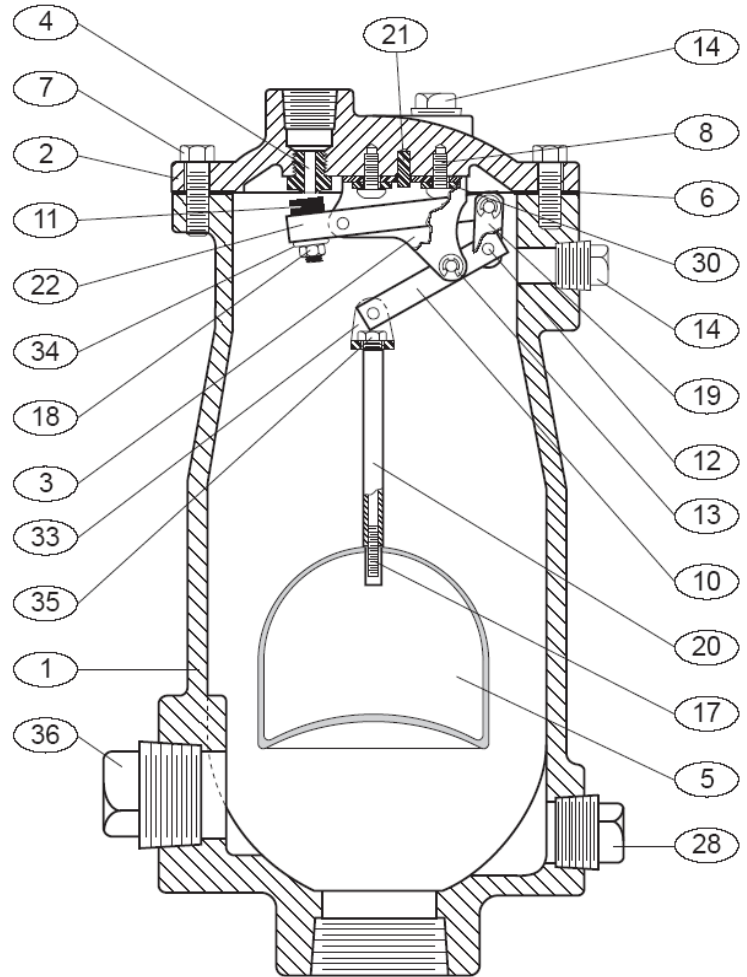


FIGURE 2. WASTEWATER AIR RELEASE VALVE

TABLE 1. LIST OF PARTS

Option Backwash Assembly

Refer to the drawing on page 3 for the correct piping arrangement. Please note the each Kit contains extra fittings such as reducer bushings that may not be needed for your valve. The fittings should be installed with a standard pipe compound such as Oatey White Thread Sealant (supplied) or sealing tape. The quick disconnect fittings are designed for easy push and turn connections to a clean water source.

1. Pipe valve B to a drain prior to backwashing.
2. Close inlet valve A.
3. Open valve B.
4. Connect water supply to E and supply water for 3 minutes to flush seat and mechanism area.
5. Re-connect water supply to C and open valve D to wash the valve body for 1 minute.
6. Close valves D and B.
7. Slowly open valve A to place unit back in service.

Backwash Accessory Kits			
Type	Inlet	Backwash Kit	Valve Models
Air Release Valve	2"	SPK-48ABW	48ABW, 48A.4BW
			49ABW, 49A.4BW
	3"	SPK-48A.2BW	48A.2BW, 48A.5BW
			49A.2BW, 49A.5BW
	4"	SPK-48A.3BW	49A.3BW, 48A.6BW
			49A.3BW, 49A.6BW

MAINTENANCE

The Wastewater Air Release Valve should be scheduled for regular inspection on an annual basis. Based on experience in service, a more frequent backwash regimen may be desirable to minimize leakage.

WARNING

Wear safety glasses to look into the valve outlet after installation. Released fluid can cause injury.

Inspection: Periodic inspection to verify operation can be performed. The valve should not leak fluid at any connection or through the outlet. If there is leakage through the outlet, perform a backwash procedure on the valve. Check to see that air is being released by cracking open the lower drain valve. If a large amount of air is released from the drain valve, then the main valve may be clogged and cleaning or a backwash procedure should be performed.

Lubrication: The Wastewater Air Release valve is a self-contained automatic valve and does not require and lubrication to enhance its operation.

Tools: No special tools are needed to maintain or repair the valve. The valve can be equipped with backwash valves and hoses for ease of backwashing.

Backwash Procedure: In order to properly backwash the valve, a ½" clean water supply of at least 30 psi is needed. This supply should be connected to the rubber hose with quick disconnect couplings as provided with the wastewater valve and shown in Figure 3.

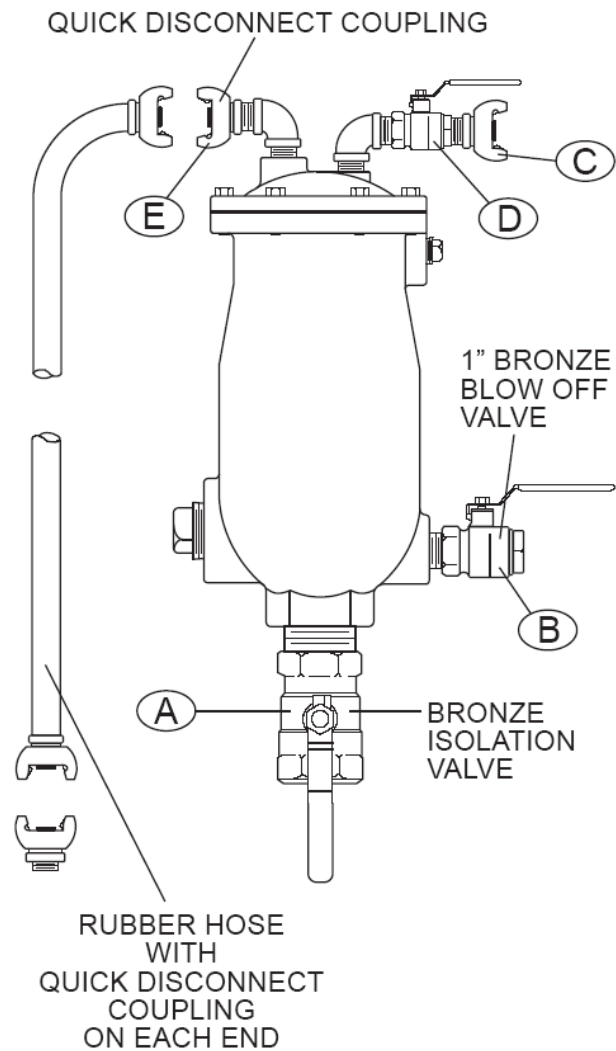


FIGURE 3. BACKWASH HARDWARE

TROUBLESHOOTING

Several problems and solutions are presented below to assist you in troubleshooting the valve assembly in an efficient manner.

- Leakage at Bottom Connection: Tighten valve threaded connection. If leak persists, remove valve and seal threads with Teflon* sealant.
- Leakage at Cover: Tighten bolts per Table 2, replace gasket.
- Valve Leaks when Closed: Backwash valve to remove debris. Disassemble and inspect seat, orifice button, and float. NOTE: Many floats contain sand for weight but if water is detected, replace float.
- Valve not Venting Air: Check that operating pressure does not exceed Working Pressure on nameplate. Backwash valve.

DISASSEMBLY

The valve can be disassembled without removing it from the pipeline. Or for convenience, the valve can be removed from the line. All work on the valve should be performed by a skilled mechanic with proper tools. No special tools are required.

WARNING

The valve must be drained before removing the cover or pressure may be released causing injury.

1. Close inlet shut-off valve. Open drain valve or remove drain plug. Remove the cover bolts (7) on the top cover.
2. Pry cover (2) loose and lift off valve body.
3. Remove the 2 retainer rings (13) and pivot pins (12) that pass through the lever frame (3). The float (5) and linkage will be free from the cover. Disconnect float from lever (10).

DISASSEMBLY (Cont'd)

4. To remove lever frame (3), remove two round-head fasteners (8). Rotate seat (4) counter-clockwise to remove.
5. Remove locknut (18) and orifice button (11) from orifice button arm (22).
6. Clean and inspect parts. Note: some floats contain sand for extra weight; if water is detected, replace float. Replace worn parts as necessary.

REASSEMBLY

All parts must be cleaned and gasket surfaces should be cleaned with a stiff wire brush in the direction of the serrations or machine marks. Worn parts, gaskets and seals should be replaced during reassembly. Refer to Figure 2 on page 2.

1. Apply Loctite PST thread sealant to seat (4) and assemble to cover with maximum torque of 10 ft-lbs; DO NOT OVER-TORQUE.
2. Assemble lever frame (3) to cover over locating pin (21) in cover. Secure with screws (8) and washers (30).
3. Install new orifice button (11) flush to arm (22). Assemble lockwasher (34) and locknut (18) over orifice button but do not tighten.
4. Connect arms (10 & 22) and assemble to lever frame (3) with four pivot pins (12) and retaining rings (13); rings should snap over pins.
5. Adjust orifice button (11) so that orifice button arm (22) slopes away from cover about 1/16" when resting gently against seat (4). Secure button by tightening lockwasher (34) and nut (18).
6. Attach float (5) and guide shaft (20) by installing last pivot pin (12) into lever frame (3). Float should move freely pressing the orifice button (11) against the seat (4) when pushed upward. Verify that all retainer rings (13) are properly secured.

REASSEMBLY (Cont'd)

7. Lay new cover gasket on clean surface. Assemble gasket (6) and cover (2) over bolt holes in body (1).
8. Insert lubricated bolts (7) and tighten to the torques listed in Table 2.
9. Place valve back in service. Refer to the Installation instructions on page 2. Slowly open inlet isolation valve.

Model Number	Bolt Size	Torque (ft-lbs)
48A, 48A.2 48A.4, 48A.5	7/16"	30
49A, 49A.2 49A.4, 49A.5	1/2"	45

TABLE 2. VALVE COVER BOLT TORQUES

PARTS AND SERVICE

Parts and service are available from your local representative or the factory. Make note of the valve Size and Model No. located on the valve nameplate and contact:

Val-Matic Valve and Mfg. Corp.
905 Riverside Drive
Elmhurst, IL 60126
Phone: (630) 941-7600
Fax: (630) 941-8042
www.valmatic.com

A sales representative will quote prices for parts or arrange for service as needed.

LIMITED WARRANTY

All products are warranted to be free of defects in material and workmanship for a period of one year from the date of shipment, subject to the limitations below.

If the purchaser believes a product is defective, the purchaser shall: (a) Notify the manufacturer, state the alleged defect and request permission to return the product; (b) if permission is given, return the product with transportation prepaid. If the product is accepted for return and found to be defective, the manufacturer will, at his discretion, either repair or replace the product, f.o.b. factory, within 60 days of receipt, or refund the purchase price. Other than to repair, replace or refund as described above, purchaser agrees that manufacturer shall not be liable for any loss, costs, expenses or damages of any kind arising out of the product, its use, installation or replacement, labeling, instructions, information or technical data of any kind, description of product use, sample or model, warnings or lack of any of the foregoing. NO OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, ARE MADE OR AUTHORIZED. NO AFFIRMATION OF FACT, PROMISE, DESCRIPTION OF PRODUCT OF USE OR SAMPLE OR MODEL SHALL CREATE ANY WARRANTY FROM MANUFACTURER, UNLESS SIGNED BY THE PRESIDENT OF THE MANUFACTURER. These products are not manufactured, sold or intended for personal, family or household purposes.



VAL-MATIC® VALVE AND MANUFACTURING CORP.

905 Riverside Dr. • Elmhurst, IL 60126
Phone (630) 941-7600 • Fax (630) 941-8042
www.valmatic.com

**INSTALLATION, OPERATION AND
MAINTENANCE MANUAL**

FIGURE 942

**COMBINATION
AIR VALVE
FOR SEWAGE &
WASTEWATER**

GA Industries, LLC

9025 Marshall Road

Cranberry Township, PA 16066 USA

Telephone (724) 776-1020

Fax (724) 776-1254

E-mail: info@gaindustries.com

SINGLE BODY SEWAGE SERVICE COMBINATION AIR VALVE

2" through 6" Inlet and NPT Outlet



FIG. 942

DUO-MATIC

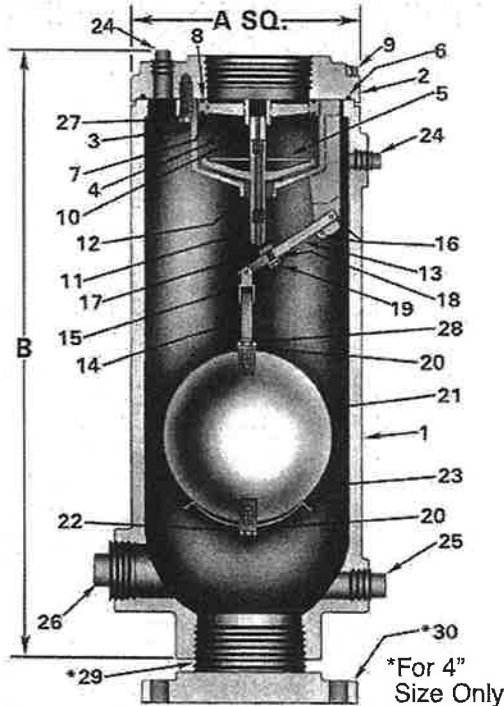


FIG. 942

*For 4" Size Only

PARTS LIST

1. BODY - Cast Iron A126 Class B
2. COVER - Cast Iron A126 Class B
3. CAGE - Ductile Iron A536, Grade 65-45-12
4. SEAT - 316 Stainless Steel
5. PLUG - 316 Stainless Steel
6. O-RING - Buna-N
7. O-RING - Buna-N
8. O-RING - Buna-N
9. COVER BOLTS - Steel Grade 2
10. UPPER PLUG EXTENSION- 316 Stainless Steel
11. LOWER PLUG EXTENSION- 316 Stainless Steel
12. BUSHING - 316 Stainless Steel
13. LEVER ARM - 316 Stainless Steel
14. FLOAT ARM - 316 Stainless Steel
15. UNIVERSAL COUPLING - 316 Stainless Steel
16. COILED SPRING PIN - 302 Stainless Steel
17. ORIFICE BUTTON - 18-8 Stainless Steel/Buna-N
18. LOCKWASHER - 18-8 Stainless Steel
19. HEX NUT - 18-8 Stainless Steel
20. LOCKWASHER - 18-8 Stainless Steel
21. FLOAT BALL - 316 Stainless Steel
22. FLOAT BALL SCREW - 316 Stainless Steel
23. FLOAT HOOD - 316 Stainless Steel
24. PIPE PLUG 1/2" NPT - Steel (Commercial)
25. PIPE PLUG 1" NPT - Malleable Iron
26. PIPE PLUG 2" NPT - Cast Iron
27. CAGE BOLTS - 18-8 Stainless Steel
28. HEX NUT - 18-8 Stainless Steel
29. CLOSE NIPPLE - Steel (Commercial)
30. COMPANION FLANGE - Cast Iron A126 Class B

GENERAL DIMENSIONS

SIZE	2" X 1"	2" X 2"	3" X 2"	3" X 3"	4"	6"
A (SQ.)	6-1/2"	6-1/2"	6-1/2"	9-1/2"	9-1/2"	13-1/2"
B	20-1/2"	20-1/2"	20-1/2"	23-1/2"	25-1/2"	29"
WGT. (LBS.)	60	60	60	170	190	320

8", 10", 12" - (Manifolded 6" Valves) Also Available
CONSULT FACTORY FOR DETAILS

ENGINEERING SPECIFICATION

The Combination Air Valve shall be designed to exhaust large amounts of air during filling, to release small amounts of accumulated air during operation and to admit large amount of air upon impending vacuum during draining.

The valve shall be float operated and both the Air & Vacuum and Air Release functions shall be housed in a single body. Body and cover shall be of cast iron conforming to ASTM A126, Class B. All leverage mechanism parts and the spherical float shall be stainless steel. The large and small orifice seats shall be Buna-N and shall be renewable.

When specified, the Combination Air Valve shall be supplied with "Flushing Attachments" to allow periodic flushing of sediment, grease and solids. Attachments consist of: an inlet isolating valve, bronze blow-off and flushing valves and a minimum of 5 feet of rubber hose with quick-disconnects to allow connection to a clean water source.

Combination Air Valves shall be as manufactured by GA Industries, Inc., their Figure 942 (formerly Figure SCAVE).

ENGINEERING DATA

Pressure Rating:
Body rated to 200 psi WOG; tested to 300 psi
Float tested to 1000 psi.

Working Pressure:
10-150 psi with 1/8" orifice, 2" x 1" through 3" x 2" size
10-150 psi with 3/16" orifice, 3" x 3" through 4" size
10-150 psi with 5/16" orifice, 6" size
CONSULT FACTORY IF OPERATING PRESSURE IS LESS THAN 10 PSI.

Small Orifice (Air Release) Maximum Venting Rate:
@ 150 psi with 1/8" orifice @ 26.1 SCFM,
2" x 1" through 3" x 2" size
@ 150 psi with 3/16" orifice @ 58.7 SCFM,
3" x 3" through 4" size
@ 150 psi with 5/16" orifice @ 163 SCFM, 6" size

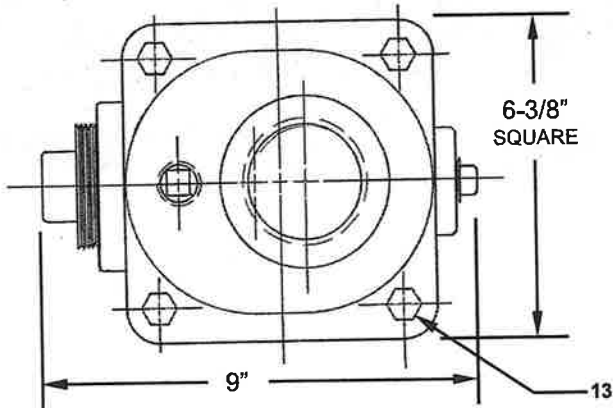
FOR SIZING AND LOCATING SEE PAGES 16-17, 36-37.
OTHER ORIFICES AVAILABLE; CONSULT FACTORY.

Connections:
Inlet - NPT, Standard, 2" x 1" - 3" x 3"
CL.125 FLG, Standard, 4" & 6"
Outlet - NPT, Standard, 1/2" - 6"
CL.125 FLG, Optional, 2" - 6"

Options:
For Optional Flanged Outlet, specify 942-J
For Optional Flushing Attachments, specify 942-F, see Pg. 15

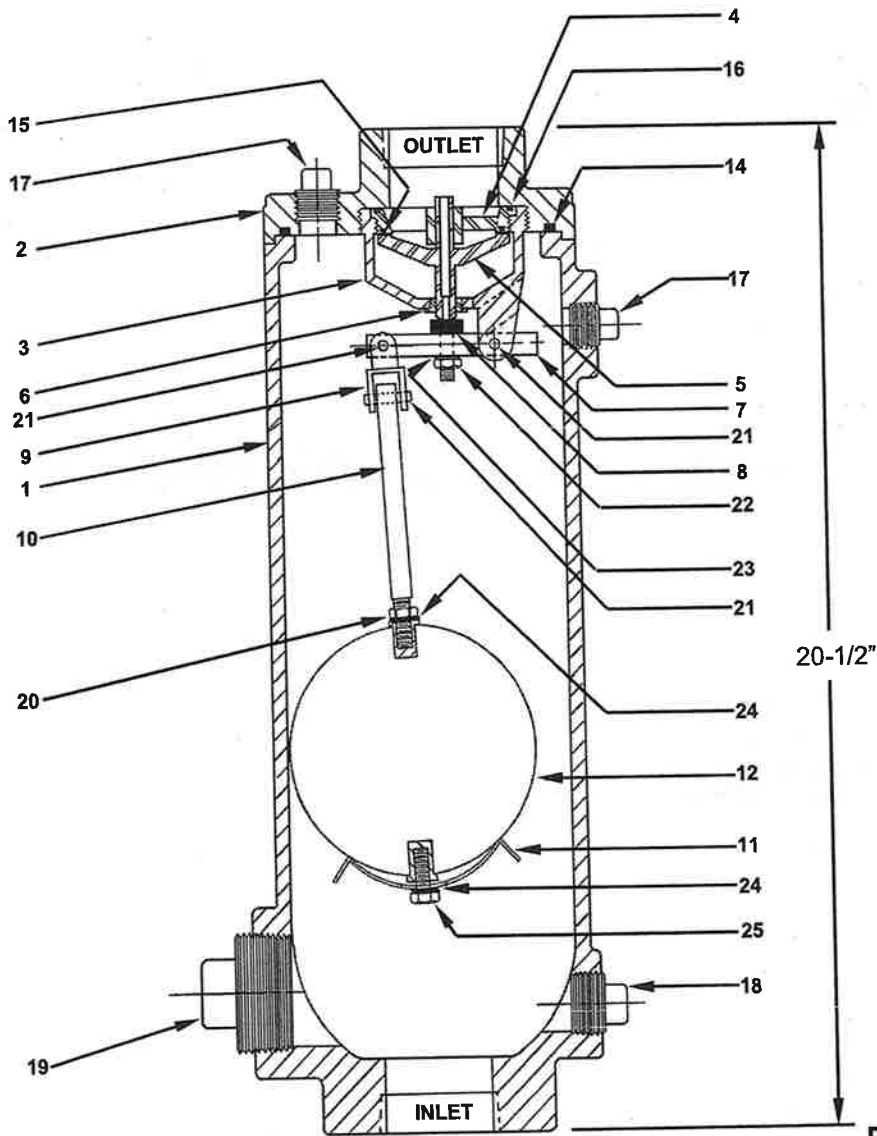
Where to Install Air Valves:
1. Peaks
2. Increased Down Slope
3. Decrease in Upward Slope
4. Long Ascents
5. Long Descents
6. Long Horizontals
7. Pumps
8. Large Valves, Cylinders and Piping Loops

COMBINATION AIR VALVES



SIZE	INLET	OUTLET	ORIFICE DIAMETER	WORKING PRESSURE
2" X 1"	2" NPT	1" NPT	1/8" (3.2mm)	10-150 PSI (69 - 1034 KPa)
2" X 2"	2" NPT	2" NPT		
3" X 2"	3" NPT	2" NPT		

WEIGHT - 60 LBS (27 KG)



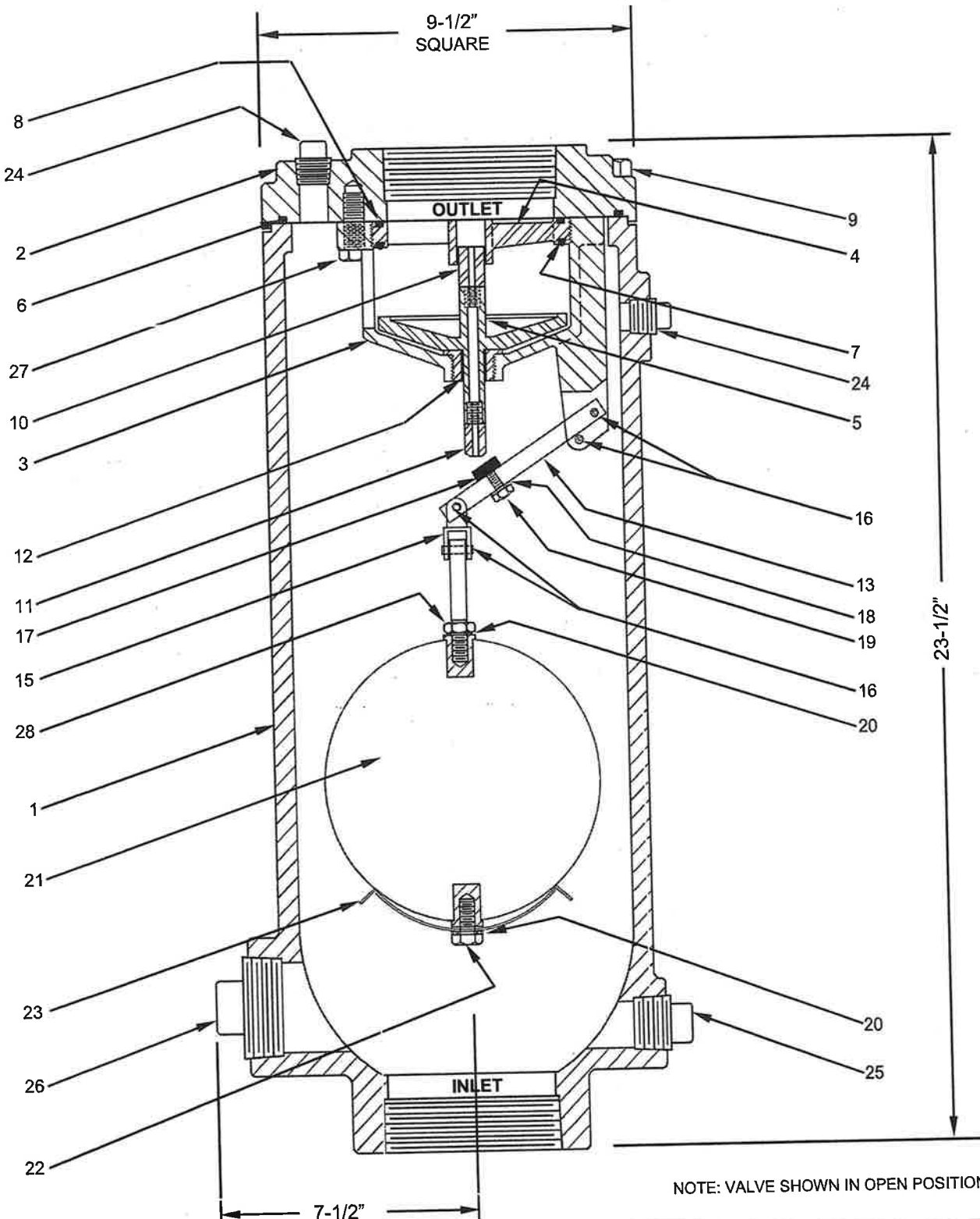
NOTE: VALVE SHOWN IN CLOSED POSITION

GA INDUSTRIES, LLC , A Zum Company			
DATE:	3-7-09	DRAWN BY:	WJN
SINGLE BODY SEWAGE COMBINATION AIR VALVE			
FIGURE 942			DRAWING NO. ECAV7104-W
			REV

LIST of STANDARD MATERIALS
2" x 1", 2" x 2" & 3" x 2" Figure 942
Refer to Drawing ECAV7104-W

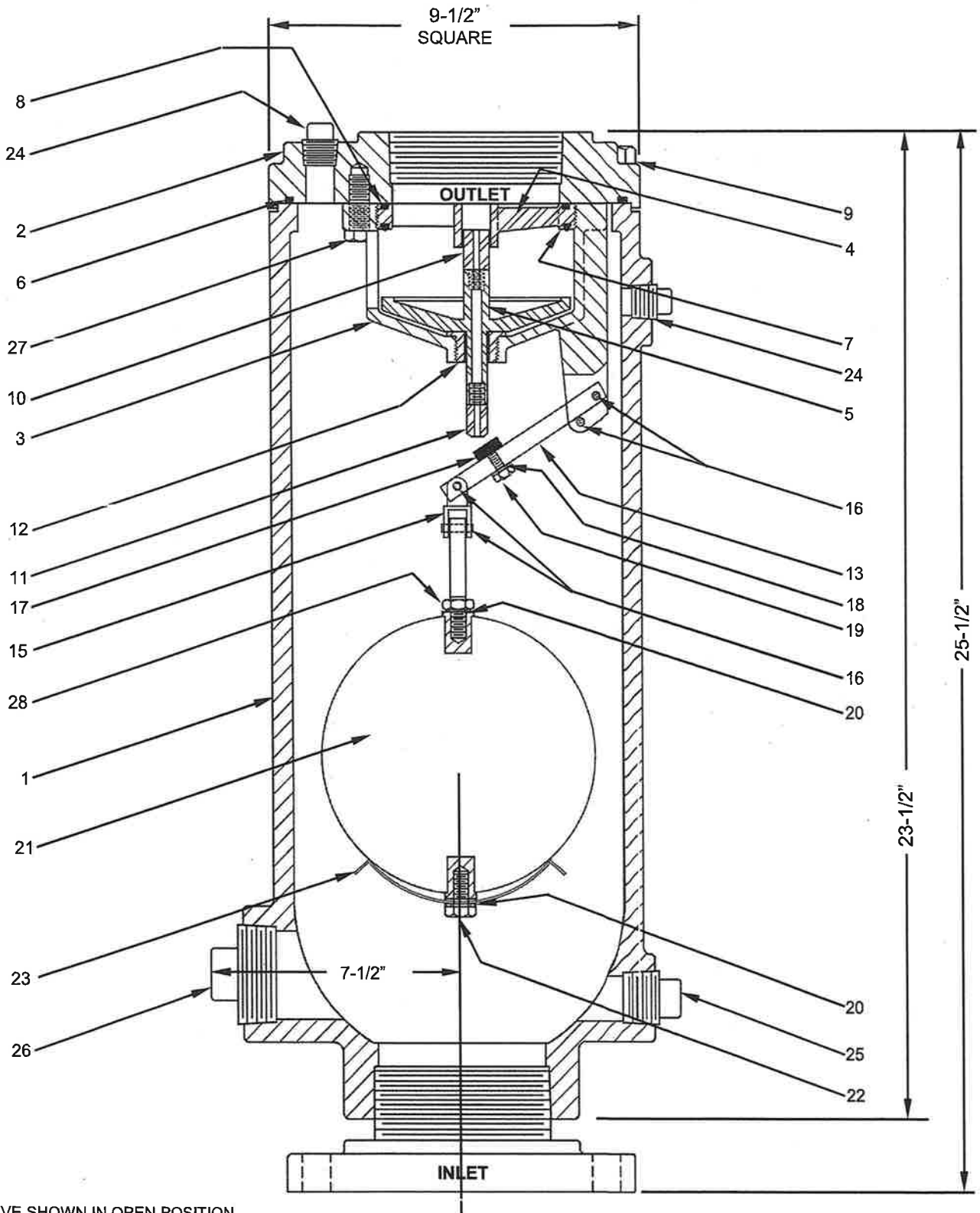
ITEM	NAME	MATERIAL
1	Body	Cast Iron, ASTM A126 Class B
2	Cover	Cast Iron, ASTM A126 Class B
3	Cage	Ductile Iron, ASTM A536-65-45-12
4	Seat	316 Stainless Steel
5	Plug	316 Stainless Steel
6	Bushing	316 Stainless Steel
7	Lever Arm	316 Stainless Steel
8	Orifice Button	Buna-N & Stainless Steel
9	Universal Coupling	316 Stainless Steel
10	Float Rod	316 Stainless Steel
11	Float Hood	316 Stainless Steel
12	Float Ball	316 Stainless Steel
13	Cover Bolt	Steel, ASTM A307
14	Cover O-Ring	Buna-N
15	Renewable Seat	Buna-N
16	Cage O-Ring	Buna-N
17	½" NPT Pipe Plug	Steel
18	1" NPT Pipe Plug	Cast Iron
19	2" NPT Pipe Plug	Malleable Iron
20	Hex Nut	18-8 Stainless Steel
21	Spirol Pin	302 Stainless Steel
22	Hex Nut	18-8 Stainless Steel
23	Lock Washer	18-8 Stainless Steel
24	Lock Washer	18-8 Stainless Steel
25	Cap Screw	18-8 Stainless Steel

GA INDUSTRIES, LLC, A Zurn Company			
DATE:	3/9/09	DRAWN BY:	WJN
SEWAGE COMBINATION AIR VALVE LIST OF STANDARD MATERIALS			
2"X1", 2" & 3" X2" FIGURE 942		DRAWING NO.	REV
		ECAV7104.01	



NOTE: VALVE SHOWN IN OPEN POSITION

							GA INDUSTRIES, LLC, A Zurn Company		
FIGURE NUMBER	INLET	OUTLET	AIR RELEASE ORIFICE DIAMETER	WORKING PRESSURE	PRESSURE RATING	WGT	DATE:	DRAWN BY:	REV
942	3" NPT	3" NPT	3/16" (4.8 mm)	10-150 PSI (69-1034 kPa)	200 PSI (1379 kPa)	170 lbs (77 kg)	3/15/09	WJN	
	4" NPT	4" NPT					3" & 4" NPT SINGLE BODY SEWAGE COMBINATION AIR VALVE		
							FIGURE 942		DRAWING NO. ECAV-7131W



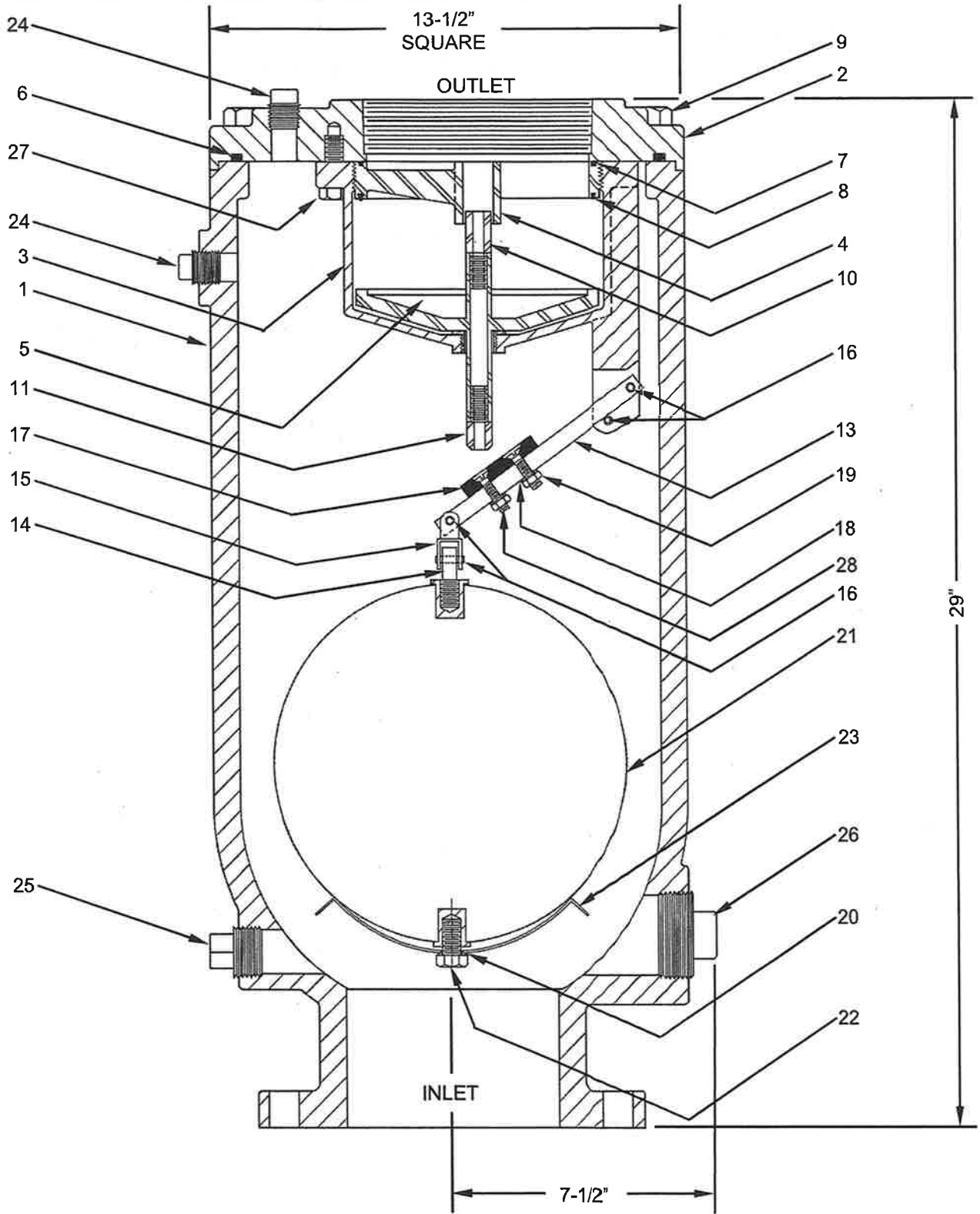
NOTE: VALVE SHOWN IN OPEN POSITION

FIGURE NUMBER	INLET	OUTLET	AIR RELEASE ORIFICE DIAMETER	WORKING PRESSURE	PRESSURE RATING	WGT	GA INDUSTRIES, LLC, A Zurn Company	
							DATE:	DRAWN BY:
942	3" ANSI CL125	3" NPT	3/16" (4.8 mm)	10-150 PSI (69-1034 kPa)	200 PSI (1379 kPa)	170 lbs (77 kg)	3/15/09	WJN
	4" ANSI CL125	4" NPT					3" & 4" FLANGED SINGLE BODY SEWAGE COMBINATION AIR VALVE	
							FIGURE 942	ECAV-7131A-W

LIST of STANDARD MATERIALS
3" & 4" Figure 942
Drawings ECAV7131-W, ECAV7131A-W

ITEM	NAME	MATERIAL
1	Body	Cast Iron, ASTM A126 Class B
2	Cover	Cast Iron, ASTM A126 Class B
3	Cage	Ductile Iron, ASTM A536-65-45-12
4	Seat	316 Stainless Steel
5	Plug	316 Stainless Steel
6	Cover O-Ring	Buna-N
7	Renewable Seat	Buna-N
8	Cage O-Ring	Buna-N
9	Cover Bolt	Steel, ASTM A307
10	Upper Plug Extension	316 Stainless Steel
11	Lower Plug Extension	316 Stainless Steel
12	Bushing	316 Stainless Steel
13	Lever Arm	316 Stainless Steel
14	Float Rod	316 Stainless Steel
15	Universal Coupling	316 Stainless Steel
16	Spirol Pin	302 Stainless Steel
17	Orifice Button	Buna-N & Stainless Steel
18	Lock Washer	18-8 Stainless Steel
19	Hex Nut	18-8 Stainless Steel
20	Lock Washer	18-8 Stainless Steel
21	Float Ball	316 Stainless Steel
22	Float Screw	18-8 Stainless Steel
23	Float Hood	316 Stainless Steel
24	½" Pipe Plug	Steel
25	1" Pipe Plug	Malleable Iron
26	2" Pipe Plug	Cast Iron
27	Cage Bolt	18-8 Stainless Steel
28	Hex Nut	18-8 Stainless Steel

GA INDUSTRIES, LLC, A Zurn Company		
DATE:	3/14/09	DRAWN BY: WJN
3" & 4" SEWAGE COMBINATION AIR VALVE LIST OF STANDARD MATERIALS		
	FIGURE 942	DRAWING NO. ECAV7131.01
		REV



NOTE: VALVE SHOWN IN OPEN POSITION

FIGURE NUMBER	INLET	OUTLET	AIR RELEASE ORIFICE DIAMETER	WORKING PRESSURE	PRESSURE RATING	WGT
942-D	6" ANSI CLASS 125	6" NPT	5/16" (7.9 mm)	10 -150 PSI (69-1034 kPa)	200 PSI (1379 kPa)	320 lbs (145 kg)

GA INDUSTRIES, LLC, A Zurn Company		
DATE: 3/27/09	DRAWN BY: WJN	
6" FLANGED SINGLE BODY SEWAGE COMBINATION AIR VALVE		
FIGURE 942-D		ECAV-7118W

LIST of STANDARD MATERIALS

6" Figure 942-D

Refer to Drawing ECAV7118-W

ITEM	NAME	MATERIAL
1	Body	Cast Iron, ASTM A126 Class B
2	Cover	Cast Iron, ASTM A126 Class B
3	Cage	Ductile Iron, ASTM A536-65-45-12
4	Seat	316 Stainless Steel
5	Plug	316 Stainless Steel
6	Cover O-ring	Buna-N Rubber
7	Cage O-ring	Buna-N Rubber
8	Renewable Seat	Buna-N Rubber
9	Cover Bolt	Steel, ASTM A307
10	Upper Plug Extension	316 Stainless Steel
11	Lower Plug Extension	316 Stainless Steel
12	Bushing	316 Stainless Steel
13	Lever Arm	316 Stainless Steel
14	Float Rod	316 Stainless Steel
15	Universal Coupling	316 Stainless Steel
16	Spirol Pin	302 Stainless Steel
17	Orifice Seal	Polyurethane
18	Lock Washer	18-8 Stainless Steel
19	Hex Nut	18-8 Stainless Steel
20	Lock Washer	18-8 Stainless Steel
21	Float Ball	316 Stainless Steel
22	Hex Head Cap Screw	18-8 Stainless Steel
23	Float Hood	316 Stainless Steel
24	½" Pipe Plug	Steel
25	1" Pipe Plug	Cast Iron
26	2" Pipe Plug	Malleable Iron
27	Cage Bolt	18-8 Stainless Steel
28	Orifice Seal Screw	18-8 Stainless Steel

GA INDUSTRIES, LLC, A Zurn Company

DATE:

3/14/09

DRAWN BY:

WJN

SEWAGE AIR & VACUUM VALVE
LIST OF STANDARD MATERIALS

6" FIGURE 935-D

DRAWING NO.

ECAV7118.01

REV

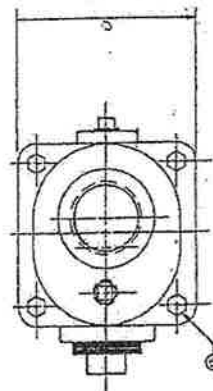
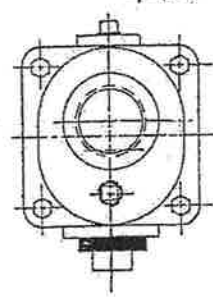
PARTS LIST

PART NO.	DESCRIPTION	MATERIAL
1	BODY	CAST IRON AIR CLASS B
2	COVER	CAST IRON AIR CLASS B
3	CAGE	DUCTILE IRON A536 GR 65-45-12
4	SEAT	STAINLESS STEEL TYPE 316
5	PLUG	STAINLESS STEEL TYPE 316
6	BUSHING	STAINLESS STEEL TYPE 303
7	LEVER ARM	STAINLESS STEEL TYPE 303
8	ORICE BUTTON	BUNA-N 1/8" O. 5/16" STEEL
9	UNIVERSAL COUPLING	STAINLESS STEEL TYPE 302/304
10	FLOAT ROD	STAINLESS STEEL TYPE 303
11	FLOAT HOOD	STAINLESS STEEL TYPE 304
12	FLOAT BALL	STAINLESS STEEL TYPE 304
13	COVER BOLTS	STEEL GRADE 2
14	O-RING #253	BUNA-N
15	O-RING #140	BUNA-N
16	D-RING #146	BUNA-N
17	PIPE PLUG 1/4" N.P.T.	STEEL (COMM)
18	PIPE PLUG 1" N.P.T.	CAST IRON
19	PIPE PLUG 2" N.P.T.	CAST IRON
20	HEX NUT	1/8" B STAINLESS STEEL
21	SPRIGL PHJ	302 STAINLESS STEEL
22	HEX NUT	1/8" B STAINLESS STEEL
23	LOCKWASHER	1/8" B STAINLESS STEEL
24	LOCKWASHER	1/8" B STAINLESS STEEL
25	CAP SCREW	1/8" B STAINLESS STEEL

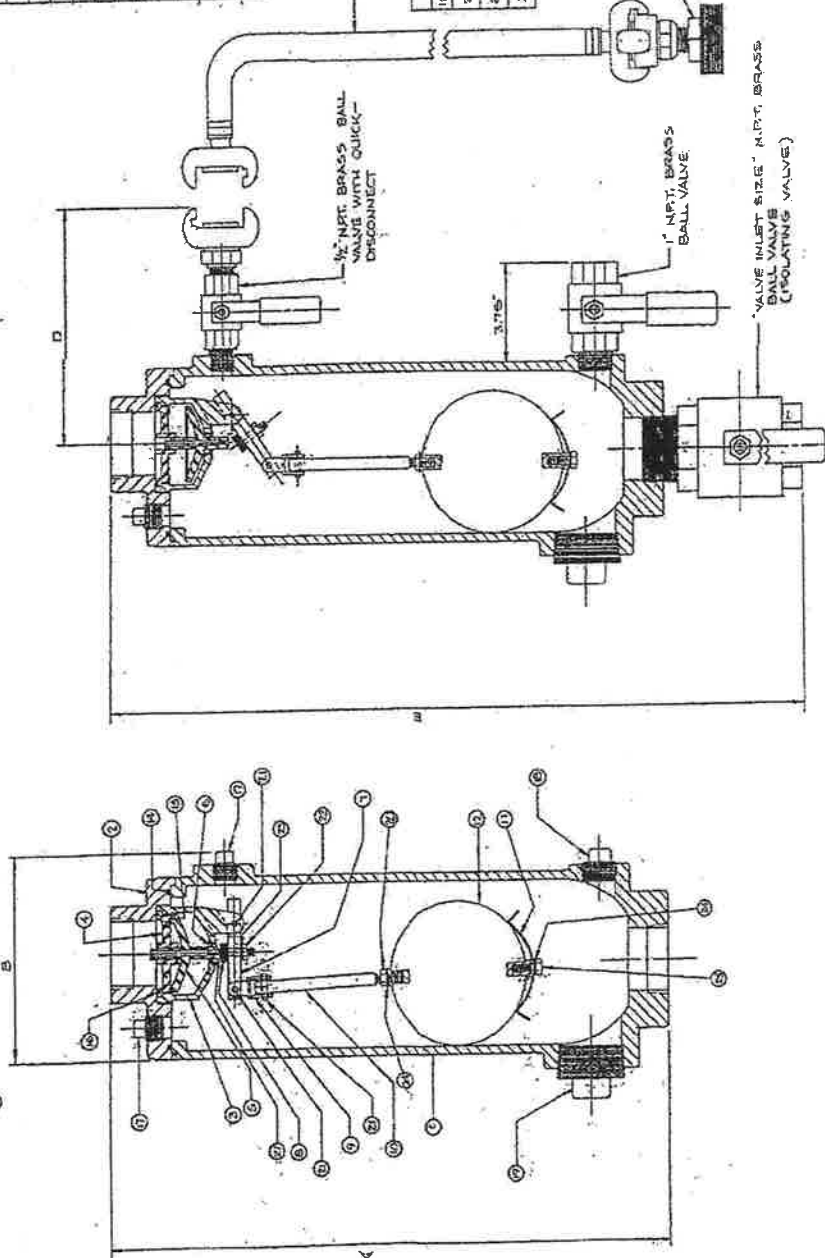
* RECOMMENDED SPARE PARTS

RUBBER HOSE WITH QUICK-DISCONNECT (5 FT. MIN. LENGTH)

VALVE SIZE	STD. ST. OUTLET HEIGHT	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	
1" N.P.T.	1" N.P.T.	20.50	7.50	6.50	9.25	24.25	1/8"																					
2" N.P.T.	2" N.P.T.	20.50	7.50	6.50	9.25	24.25	1/8"																					
3" N.P.T.	3" N.P.T.	20.50	7.50	6.50	9.25	24.25	1/8"																					



NOTE: DIMENSIONS SHOWN WITH OPTIONAL PLUNGING ATTACHMENTS AND ISOLATING VALVE



EMPIRE SPECIALTY COMPANY

1000 W. 10th St. Chicago, Ill. 60608
 Phone: 312-329-2200
 Telex: 251104



OPERATING INSTRUCTIONS FIGURE 942

2"-6" SEWAGE COMBINATION AIR RELEASE AND AIR / VACUUM VALVE

GENERAL

The Figure 942 is designed to exhaust or intake air through the large orifice of the valve while in the line is being filled or emptied. The small orifice serves to release air that may accumulate in the line under working pressure conditions. The long float rod and body keep the seat, orifices, and linkage as free from contact with the sewage as possible.

INSTALLATION

The Figure 942 is installed in sewage systems, generally at the principal high points in the line and / or places of abrupt changes in the elevation of the line. The valve should be installed in a vertical position with an inlet isolating hand valve to permit servicing. If a momentary slight spray is desired, due to the installation in a building, the outlet may be piped to a free drain.



OPERATION

The large orifice mechanism consists of the plug, part #5, and the float and lever arm mechanism. When there is no fluid in the valve, the float will drop and allow the disc to move downwards, opening the large orifice. As fluid enters the valve, the float rises and the lever arm moves the disc upwards, closing the large orifice.

As air accumulates in the air valve body under working pressure, the float will drop. The plug, part #5, will be held in the closed position by the system pressure. The accumulated air will escape through the small orifice in the disc. As the accumulated air is released through the small orifice, the water level rises in the valve and lifts the float until the orifice button, part #17, blocks the small orifice. This cycle is repeated as air accumulates in the valve and is released.

TROUBLE SHOOTING

If a continuous exhaust of water occurs, it could mean:

1. The orifice button, part #17, is worn and should be replaced.
2. The float and / or lever arm is being held open by some debris.
3. The plug, part #5, is being held open by some debris.

If a continuous exhaust of air through the small central orifice occurs, this means the water contains large quantities of air and the valve is functioning correctly.



MAINTENANCE

“BACK FLUSHING” – To be done in quarterly intervals.

The sewage air valve incorporates all the most desirable features we have learned in our years of work with sewage. Under favorable conditions it will work satisfactorily, indefinitely but like most equipment used on sewage it may require back flushing at times. Refer to “How to use the flushing attachments.”



MAINTENANCE

HOW TO USE THE FLUSHING ATTACHMENTS

1. A sewage valve needs to be inspected periodically to see if it needs to be flushed out. It should be inspected at least once each quarter.
2. To inspect the valve, move isolating valve "A" to the closed position.
3. Open the 1" NPT blow - off valve "B." If fluid flows out rapidly the valve is fine. Please skip to step 13. If fluid flows out slowly or not at all, continue.
4. Connect a high pressure (30 – 125 psi) fresh water hose to the ½" NPT shut - off valve "C."
5. Move the ½" NPT shut – off valve "C" to the open position.
6. Turn the hose on and let it run for 25 – 30 seconds.
7. Take the NPT bushing and quick disconnect coupling supplied when the valve was purchased, and screw it into the outlet at "D."
8. Disconnect the hose from the ½" NPT shut – off valve "C" and connect it to the coupling in the bushing.
9. Move the ½" NPT shut – off valve "C" to the closed position.
10. Turn on the hose and let it run until clear water is flowing through the 1" NPT blow – off valve "B."
11. If necessary, using ½" X 1" NPT and 1" X 2" NPT bushing provided, you can flush at 2" NPT connection "E", or you can remove pipe plug "E" and clean out any remaining debris through this large opening.
12. Remove hose, bushing, and coupling from the orifice and store the bushings and couplings in a safe place for the next time. Replace any pipe plugs that you may have removed.
13. Move the 1" NPT blow – off valve "B" to the closed position.
14. Move the isolating valve "A" to the open position and your valve is now back into service.



Disassembly and Re-assembly of the Figure 942

The maintenance portion of this valve can be performed without removing the valve from the pipeline.

No special tools are required to service this valve.

- 1. Isolate the valve to assure no pressure can enter the vessel. Slowly remove pipe plug (part #24). Remove the cover bolts (part #9).**
- 2. Vertically remove cover carefully, remembering that the float assembly will be connected to the cover.**
- 3. Remove the coiled spring pin (part # 16) to disconnect the lever arm, (part #13) from the cage.**
- 4. The cage can be unscrewed from the cover at this point. All parts should be thoroughly cleaned and inspected for wear or damage.**
- 5. Replace damaged o-rings at this time (part #6, #7, & #8). Use a light grease such as Vasoline on all o-rings to ease installation.**
- 6. Screw cage back into position using a thread sealer such as Loctite 680.**
- 7. Reconnect the lever arm (part#13) with the cage by inserting the coiled spring (part #16).**
- 8. Carefully reinstall the cover (part #2) and install the cover bolts (part #9).**
- 9. Reinstall the pipe plug (part #24).**
- 10. Carefully re-pressurize the valve vessel, while inspecting for leaks.**



GA Industries Inc.

9025 MARSHALL ROAD + CRANBERRY TOWNSHIP, PA 16066 + USA

MANUFACTURERS OF
GOLDEN ANDERSON VALVES

AIR VALVES

Preventative Maintenance

Clean Water

Clean water air valves require no preventative maintenance.

Sewage

The linkages on sewage air valves should be periodically inspected to be sure they are free of debris. Do this by removing the cover and moving the float ball up and down. The frequency of the inspection depends on the flow media. Initially, every three months should be adequate. This time interval can be increased if no problems occur during the three month interval

SAFETY CONSIDERATIONS

AIR VALVES

If the air valve needs to be serviced, always isolate the valve from inlet pressure.

Note: All sewage air valves should be thoroughly cleaned before reassembly making sure the linkage is free of debris.

STORAGE INSTRUCTIONS

AIR VALVES

These valves may be stored as shipped from the factory.

When shipped from our factory, the valve body is free of water and all openings and orifices are capped.

When ready to install the valves:

1. Remove from crate.
2. Remove all plastic caps covering the valve's openings and orifices.
3. The valve is now ready to be installed on the pipeline.

Note: There are no lubrication requirements and no special tools are required for maintenance.

WARRANTY

GA Industries, Inc. (Seller) warrants to the original Buyer that all products delivered hereunder shall be free from defects in manufacture for a period of twelve (12) months from the date of placing the Equipment in operation or eighteen (18) months from the date of shipment, whichever shall first occur, provided that such products are installed, used, operated, adjusted and serviced only in a proper and appropriate manner and in strict accordance with any instructions relating thereto furnished to Buyer by Seller. In no event shall the foregoing warranty extend to any products in any way caused or allowed to be, or installed, operated or used in such a manner as to be subject or exposed to conditions of misuse, abuse or accident.

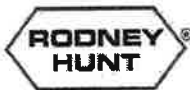
Products not manufactured by Seller shall be warranted only to the extent of warranty to Seller.

The foregoing warranty is exclusive and lieu of any and all other warranties, expressed or implied. No warranty of merchantability, no implied warranty of fitness for any particular purpose, and no implied warranty arising by usage of trade, course of dealing or course of performance is given by Seller or shall arise by or in connection with this sale and/or the Seller's and/or Buyer's conduct in relation thereto or to each other, and in no event shall Seller be liable on any such warranty with respect to any product.

Liability of the Seller under or in connection with this sale and/or the foregoing warranty shall be limited, at the sole option of the Seller, to one of repair or, replacement of, or a refund of the purchase price of any products or part thereof with respect to which Seller receives. Promptly after Buyer's discovery of any alleged defect and prior to the expiration of the warranty period as provided above, notice, in writing, from Buyer of Buyer's claim of defect, and which shall be returned to Seller by Buyer, as provided herein, promptly after Buyer's discovery of such alleged defect and which shall be determined by the Seller to have proved defective within the one-year warranty period provided above, failure by Buyer so to notify Seller and return such products to Seller after Buyer's discovery of such alleged defect shall constitute a waiver by Buyer of any and all claims of any kind with respect there to. Any products returned by Buyer to Seller under the foregoing terms shall be returned to Seller's place of business freight prepaid, accompanied or preceded by Buyer's particularized statement of the claimed defect. The risk of loss and freight charges to and from Seller in connection with any returned products shall be borne by Buyer; but Seller shall bear such additional freight charges arising in connection with any returned products ultimately determined by Seller to be defective under the terms of the foregoing warranty, the cost of repair or replacement (if any) of such products, and the risk of loss or damage while such products are in Seller's possession at its place of business. The foregoing remedy shall constitute the sale and exclusive remedy of the Buyer under or in connection with this sale and/or warranty of the Seller. Except as specifically provided herein, Seller shall not be responsible or liable for any costs, expenses or damages of Buyer in connection with any removal, repair or replacement (including any attempts or actions relating thereto) of any allegedly defective products, and no charge or setoff of any kind of Buyer relating thereto shall be made against the Seller without prior and specific written approval of Seller.

In no event shall Seller be responsible or liable for any special, indirect, incidental or consequential damages arising in any way in connection with any products or this sale.

The agreement of Seller to sell its products is expressly conditioned upon the Buyer's assent to, and Seller agrees to sell its products only upon, all terms and conditions set forth in the Seller's Terms and Conditions of Sales. Failure to comply with terms will void warranty. Buyer's acceptance of any products provided under this sale constitutes such assent.



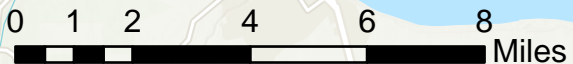
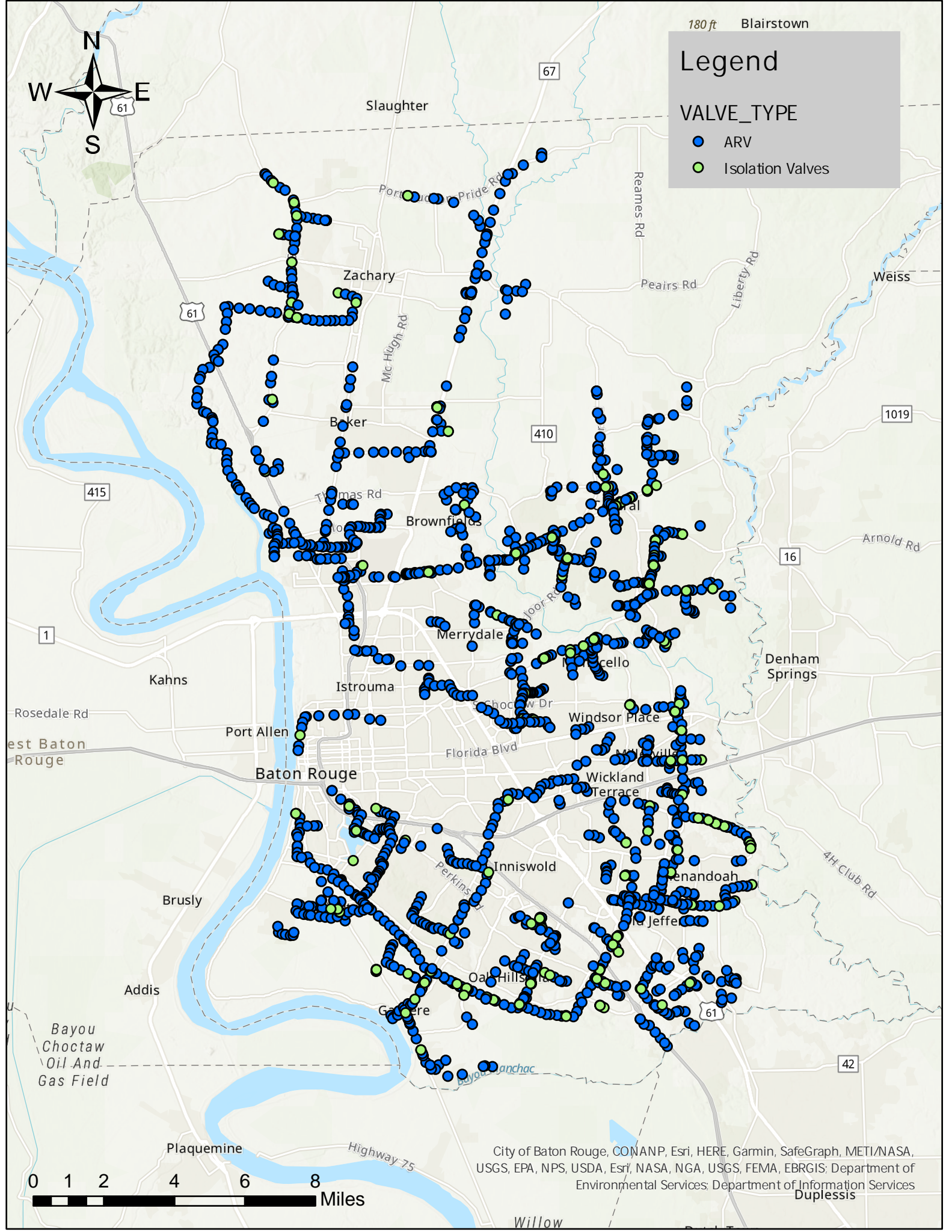
ATTACHMENT B

Map of City-Parish and related valves

Legend

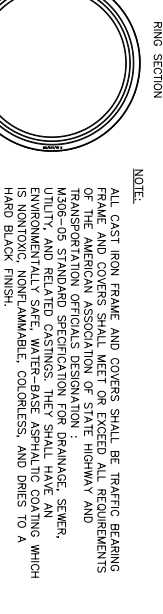
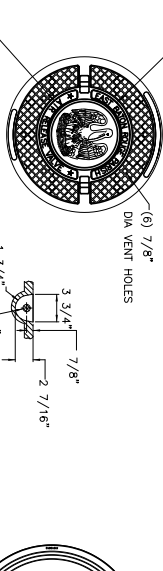
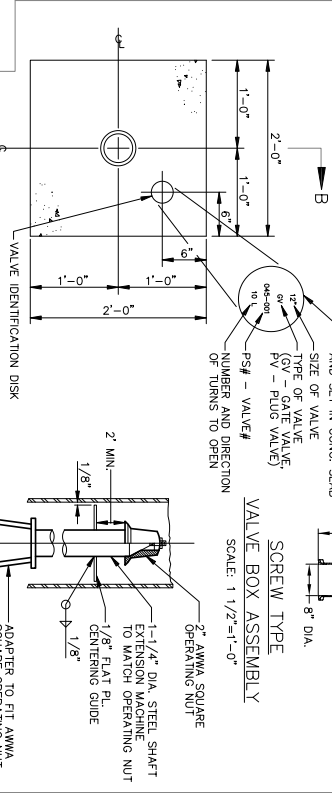
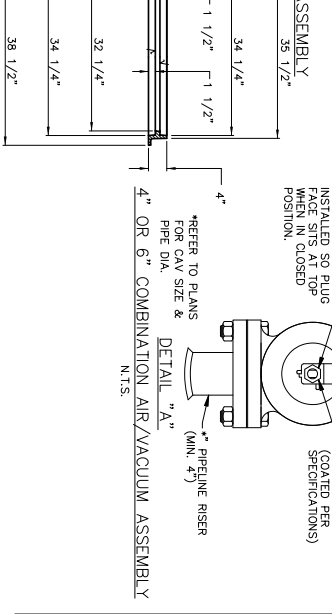
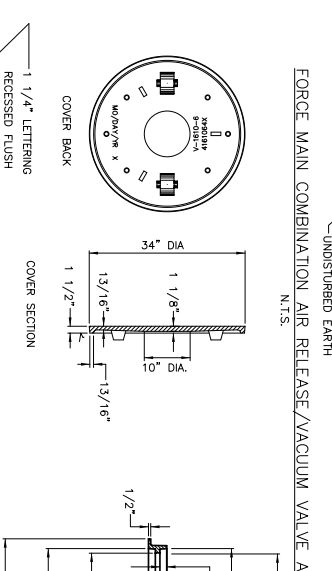
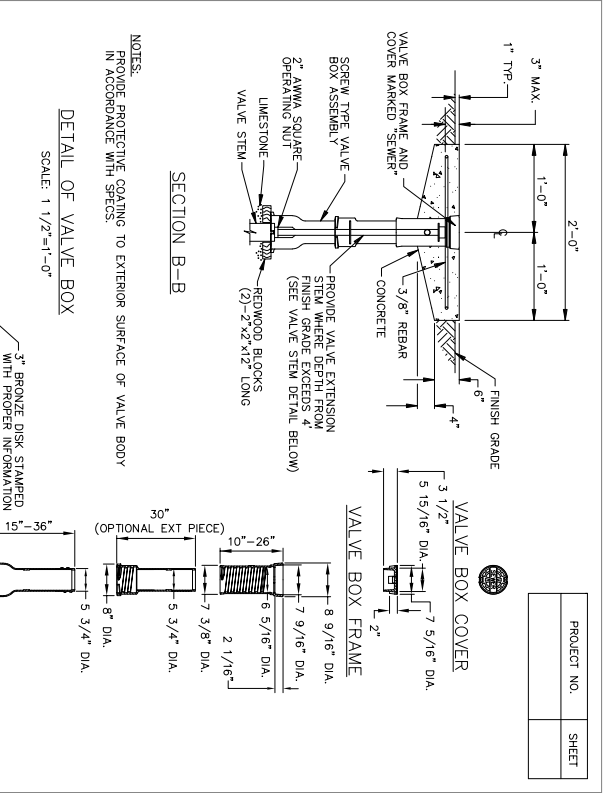
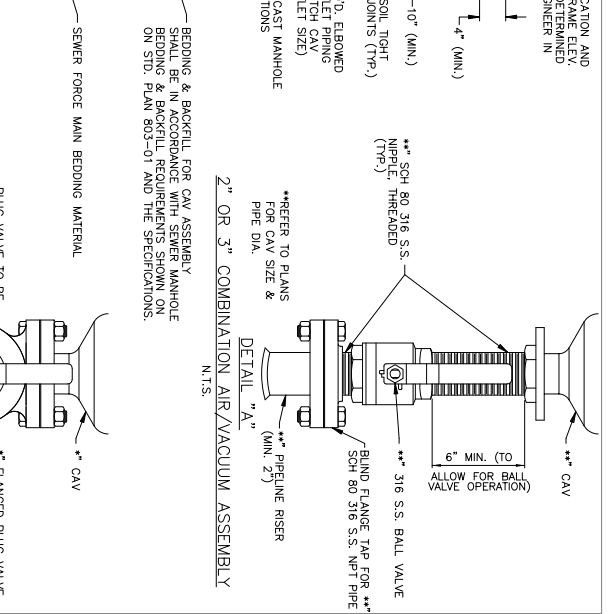
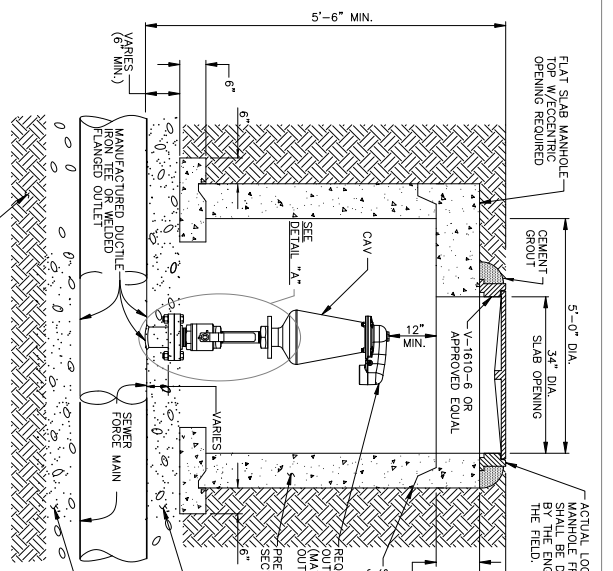
VALVE_TYPE

- ARV
- Isolation Valves



ATTACHMENT C

City-Parish ARV Standard Plans



NOTE:
ALL CAST IRON FRAME AND COVERS SHALL BE TRAFFIC BEARING FRAME AND COVERS SHALL MEET OR EXCEED ALL REQUIREMENTS OF THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS DESIGNATION: FRAMING, SEMI-UTILITY, AND RELATED CASTINGS. THEY SHALL HAVE AN ENVIRONMENTALLY SAFE, WATER-BASE ASPHALTIC COATING WHICH IS NONTOXIC, NONFLAMMABLE, COLORLESS, AND DRIES TO A HARD BLACK FINISH.

NOTES:
PROTECTIVE COATING TO EXTERIOR SURFACE OF VALVE BODY IN ACCORDANCE WITH SPECS.

VALVE IDENTIFICATION DISK
SCALE: 1 1/2"=1'-0"

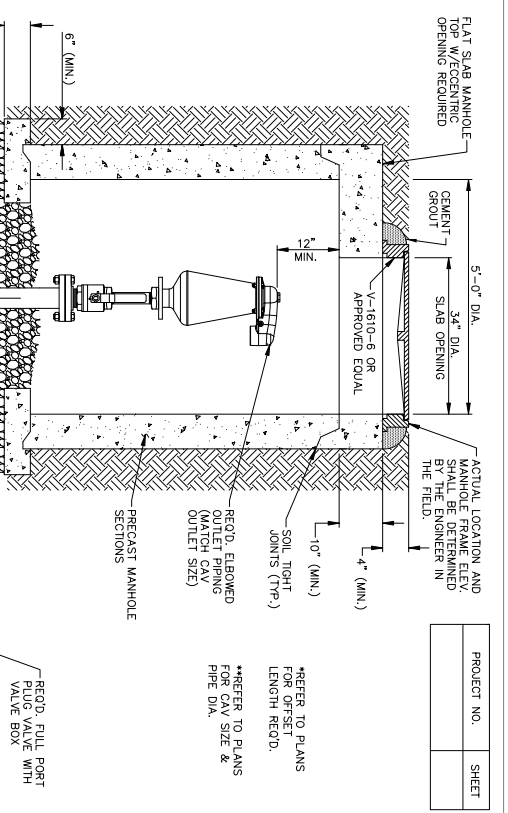
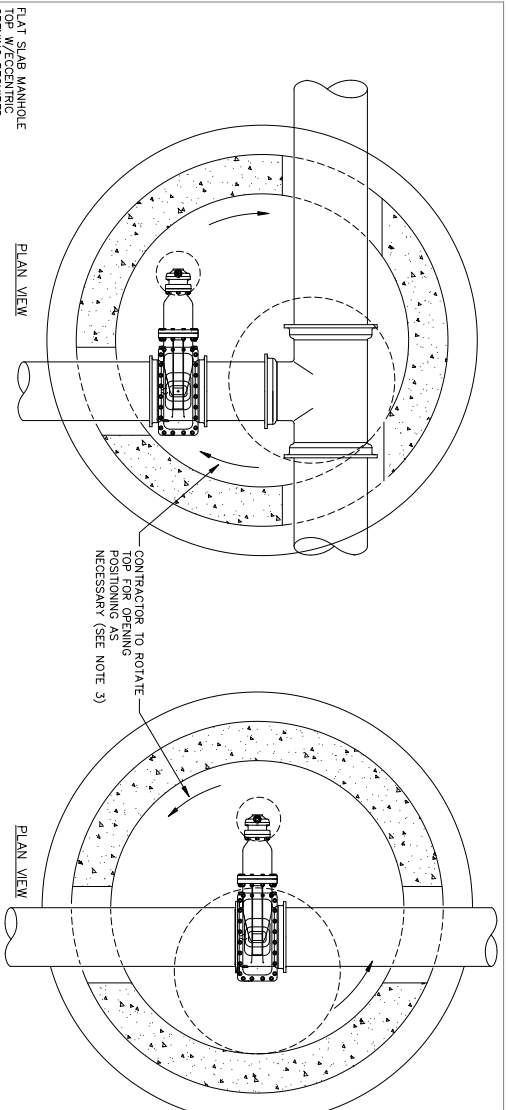
AIR RELEASE / VACUUM VALVE MANHOLE COVER
W/ VENT HOLES & LOGO

AIR RELEASE / VACUUM VALVE MANHOLE FRAME
REVERSIBLE RING TYPE

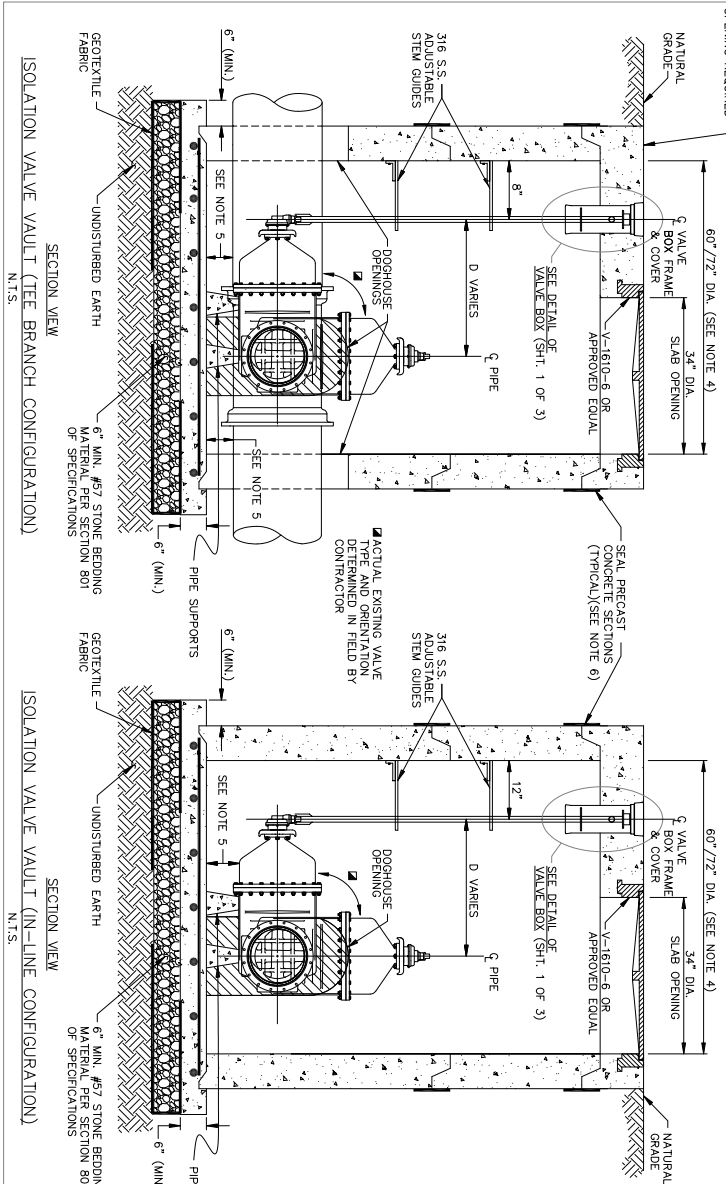
DATE	DESCRIPTION	BY

STANDARD PLAN NO.	DATED
804-01	August 1, 2011
DESIGNED	DRAWN
A. SCHULZ	G. WANNICKE
CHECKED	APPROVED
N. COBB	A. SMITH

SEWER ENGINEERING DIVISION
DEPARTMENT OF ENVIRONMENTAL SERVICES
CITY OF BATON ROUGE & PARISH OF EAST BATON ROUGE



PROJECT NO.	SHEET
<p>REFER TO PLANS FOR ALL REQD. LENGTH REQD. REFER TO PLANS FOR PIPE DIA.</p>	



NOTES:

1. VALVE VAULT DETAIL FOR 4"-14" GATE VALVES AND 4"-20" PLUG VALVES ONLY.
2. PIPE OFFSET DISTANCE "D" IS BASED ON VALVE TYPE, SIZE AND MANUFACTURER. CONTRACTOR IS RESPONSIBLE FOR COORDINATING VALVE MEASUREMENTS WITH PRECASTER FOR PROPER FINAL DIMENSIONS.
3. COORDINATING SHALL LOCATE VAULT OVER VALVE BASED ON ACTUAL VALVE ORIENTATION AND LINE CONFIGURATION TO ACHIEVE REQUIRED DISTANCE SHOWN FROM INTERIOR WALL TO THE CENTRELINE OF VALVE EXTENSION STEM. CONTRACTOR MAY ROTATE TOP SLAB AS NECESSARY TO HAVE VALVE STEM CENTERED IN VALVE BOX FRAME.
4. CONSTRUCT 60" DIA. VAULT FOR FORCE MAINS LESS THAN 24" DIA. AND FOR FORCE MAINS 24" AND LARGER CONSTRUCT 72" DIA. VAULT.
5. CLEARANCE FROM PIPE TO VAULT INVERT SHALL BE AS NECESSARY TO PROVIDE PROPER SUPPORTS FOR PIPE AND VALVE.
6. CONTRACTOR MAY CHOOSE EITHER CONCRETE OR ADJUSTABLE SUPPORTS.
7. ALL CAST IRON FRAME AND COVERS SHALL BE TYPIC DESIGN FRAME AND COVERS SHALL MEET OR EXCEED ALL REQUIREMENTS OF THE LATEST AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS DESIGNATION: M306 STANDARD SPECIFICATION FOR DRAINAGE, SEWER, UTILITY, AND RELATED CASTINGS. THEY SHALL HAVE AN ENVIRONMENTALLY SAFE, WATER-BASE ASPHALTIC COATING WHICH IS NON-TOXIC, NONFLAMMABLE, COORLESS, AND DRIES TO A HARD BLACK FINISH. CAST-IRON FRAMES SHALL BE CAST INTO AND FLUSH WITH THE VAULT FLAT TOP SLAB SURFACE.
8. VAULT BEDDING, BACKFILL, AND COMPACTION SHALL BE IN ACCORDANCE WITH THE SAME REQUIREMENTS FOR MANHOLES IN THE SPECIFICATIONS AND STANDARD PLAN 803-01.
9. CONTRACTOR SHALL NEATLY FILL DOGHOUSE OPENING AROUND PIPES WITH BRICK AND APPROVED NON-SHRINK GROUT TO ASSURE A WATERTIGHT SEAL.

OFFSET FORCE MAIN COMBINATION
N.T.S.

AIR RELEASE / VACUUM VALVE ASSEMBLY
N.T.S.

REQD. SANITARY SEWER DRAINAGE AND MATERIAL DETERMINED BY CAV SIZE.

REQD. ELBOWED OUTLET PIPING (MATCH OUTLET SIZE)

SOIL TIGHT JOINTS (TYP)

PRECAST MANHOLE SECTIONS

REQD. FULL PORT PLUG VALVE WITH VALVE BOX

**REQD. WELDED OUTLET OR TEE FITTINGS FORCEMAIN

STANDARD PLAN NO. 804-01 DATED 04/24/2018

SHEET NO. 2 OF 3

FORCE MAIN DETAILS

ENGINEERING DIVISION
 DEPARTMENT OF PUBLIC WORKS
 CITY OF BAYON BOULE & PARISH OF EAST BAYOU ROULE
 DESIGNED BY J. COAN
 DRAWN BY S. COITZEL
 CHECKED BY R. DUMBERT
 APPROVED BY K. SMITH

MADE IN THE UNITED STATES OF AMERICA
 APPROVED FOR THE STATE OF LOUISIANA
 PROFESSIONAL ENGINEER
 MARY 24, 2018

DATE	DESCRIPTION	BY
	DESIGNED	J. COAN
	DRAWN	S. COITZEL
	CHECKED	R. DUMBERT
	APPROVED	K. SMITH

804-01



ATTACHMENT D
PROPOSAL FORMS
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

Sealed proposals will be received until 2:00 PM, Local Time September 26, 2024 by the Purchasing Division, 222 Saint Louis Street, City Hall, Room 826, Baton Rouge, LA 70802.

PROPOSAL OF _____

ADDRESS _____

DATE _____

The Purchasing Director
City of Baton Rouge
Parish of East Baton Rouge
Baton Rouge, Louisiana

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance and labor to perform all services required for the following project:

RFP 2024-05-7742
Annual Parishwide Wastewater Valve Maintenance Services
City Parish Project Number 23-VM-MS-0032

as set forth in the following Contract Documents:

1. Notice to Proposers
2. The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, Attachments and Appendices.)
3. Proposal Forms with Attachments
4. Agreement
5. The following enumerated addenda: _____ receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association or corporation; that the undersigned has carefully examined the site of the proposed work, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the

services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments.

The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to the City-Parish all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from the City-Parish.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about January 1, 2025, and **shall** be diligently prosecuted at such rate and in such manner as, in the opinion of the City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

Accompanying this proposal is a certified check, cashiers check or a proposal bond representing \$_____ payable to the City of Baton Rouge. If this proposal **shall** be accepted and the undersigned **shall** fail to execute the Agreement and furnish performance surety bond (if applicable), then the proposal security will be forfeited.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

NOTE: This financial proposal shall include any and all costs the Consultant wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be included with proposal submittal.

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

(SIGNATURE)

(Typed Name and Title)

THE ATTACHED PROPOSER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER PROPOSER IS AN INDIVIDUAL, PARTNERSHIP, ETC.

PROPOSERS'S ORGANIZATION

PROPOSER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

IF PROPOSAL IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

IF PROPOSAL IS BY A JOINT VENTURE, ALL PARTIES TO THE PROPOSAL MUST COMPLETE THIS FORM.

AFFIDAVIT

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn did depose and say:

That he is a duly authorized representative of _____
receiving value for services rendered in connection with:

***RFP 2024-05-7742
Annual Parishwide Wastewater Valve Maintenance Services
City Parish Project Number 23-VM-MS-0032***

a public project of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of _____, 2020.
Baton Rouge, Louisiana.

NOTARY PUBLIC

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____
a corporation organized under the laws of the State of _____
and domiciled in _____ was held this _____ day _____, 2020
and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by
said quorum:

BE IT RESOLVED, that _____
is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of
Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment **shall** remain in full force and effect,
unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the
Purchasing Director of the Parish of East Baton Rouge, **shall** have been furnished a copy of said resolution, duly
certified.

I, _____, hereby certify that I am the Secretary of _____,
a corporation created under the laws of the State of _____ domiciled in _____;
that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said
corporation at a meeting legally called and held on the _____ day of _____ 2020, as said resolution appears
of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 2020

SECRETARY

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as Principal (Proposer), and _____ as Surety, are hereby held and firmly bound unto the City of Baton Rouge and Parish of East Baton Rouge, in the penal sum of (5% of Proposal Value) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this ____ day of _____, 2020. The condition of the above obligation is such that whereas the Principal has submitted to the City-Parish a certain Proposal, attached hereto and hereby made a part hereof to enter into an Agreement in writing, for *Annual Parishwide Wastewater Valve Maintenance Services, City Parish Project Number 23-VM-MS-0032*.

NOW THEREFORE,

- (a) If said Proposal **shall** be rejected, or in the alternative,
- (b) If said Proposal **shall** be accepted and the Principal **shall** execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Proposal) and **shall** furnish bonds for his faithful performance of said Contract and for furnishing materials in connection therewith and **shall** in all other respects perfect the Agreement created by the acceptance of said Proposal, then this obligation **shall** be void; otherwise the same **shall** remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder **shall**, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond **shall** be in no way impaired or affected by any extension of the time within which the City-Parish may accept such Proposal; and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, the day and year first set forth above.

PRINCIPAL (PROPOSER)

SURETY

(Address)

(Address)

By: _____

By: _____

(Typed Name and Title)

(Typed Name and Title)

**ATTACHMENT E
PRICING SCHEDULE**

Valve Maintenance Services			
Column A Description	Column B Quantity each*	Column C UNIT PRICE	UNIT PRICE EXTENSION (Column B x Column C)
Valve Locate	500 ea.		
ARV Inspection & Maintenance, 4-inch and Smaller	600 ea.		
ARV Inspection & Maintenance, 6-inch and larger	300 ea.		
Isolation Valve Inspection & Maintenance, 14-inch and Smaller	150 ea.		
Isolation Valve Inspection & Maintenance , 16-inch to 24-inch	75 ea.		
Isolation Valve Inspection & Maintenance , 30-inch and larger	25 ea.		
Remove & Replacement of Owner-Furnished ARV (Flanged)	75 ea.		
Remove & Replacement of Owner-Furnished ARV (Threaded)	125 ea.		
Hourly Crew Rate for ARV Field Repairs -Standard Business Hours	100 hrs.		
Hourly Crew Rate for ARV Field Repairs – Non-Standard Business Hours	40 hrs.		
Emergency Mobilization within 2 hours	5 ea.		
TOTAL			

* - QUANTITIES ARE APPROXIMATE

NOTE: This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the City-Parish. The Total Proposal amount listed above should reflect the total of the prices in the table above.

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

(SIGNATURE)

(Typed Name and Title)

ATTACHMENT F
Sample Contract for Annual Parishwide Wastewater Valve Maintenance Services
PROFESSIONAL SERVICES AGREEMENT

This Agreement entered into effective the ___ day of _____, 2024 by and between the **City of Baton Rouge and Parish of East Baton Rouge**, hereinafter referred to as “City-Parish” on behalf of the Department of Environmental Services, and **Service Provider**, hereinafter referred to as “Service Provider”.

Article I: Term

This contract **shall** commence upon the issuance of a Notice to Proceed by the Department and **shall** continue through December 31, 2025. This contract will have the option of four annual renewals for calendar years 2026, 2027, 2028 and 2029. Extension of the contract into subsequent time periods **shall** be made by letter on or before the expiration of the contract and is only possible if all prices and conditions remain the same upon mutual agreement of both parties.

Article II: Scope of Services

The City-Parish hereby engages the services of Service Provider, with said services to be rendered to the Department of Environmental Services herein referred to as the “DES” as defined per Part II, attached and made a part of this agreement as authorized by Metropolitan Council resolution ##### dated *Month Day, Year*.

Article III: Status of Service Provider

Service Provider is serving as an independent contractor in providing the necessary services and neither the City-Parish nor any of its agents nor assigns **shall** have responsibility for any acts or omissions of Service Provider, its employees, agents or subcontractors. The Agreement **shall** not be construed as an employment contract and neither Service Provider nor any employees, agents or subcontractors of Service Provider **shall** receive benefits afforded by provisions or regulations governing classified or unclassified personnel for the City-Parish and the Service Provider’s representative by signature hereto expressly waives and relinquishes any such rights.

Article IV: Conflict of Interest and Louisiana Code of Ethics

In accordance with Louisiana law (La. Rev. Stat. Title 42, Chapter 15), all vendors and service providers to the City-Parish are required to adhere to the ethics standards for public employees (public employee defined at <https://www.legis.la.gov/legis/Law.aspx?d=99214>). As such, third party vendors and service providers **shall** be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City-Parish. In addition, third party vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract, to include any additional amendments and/or extensions or renewals. Care **must** be exercised to avoid impropriety.

The Louisiana Board of Ethics is the **only** entity which can officially rule on ethics issues. A link to the Guide for Governmental Ethics can be found at: <http://ethics.la.gov/Pub/Laws/ethsum.pdf>. The Louisiana Board of Ethics website is <http://ethics.la.gov/>.

Article V: Insurance

Service Provider **shall** carry and maintain at all times during the performance of this contract, insurance coverage with limits of not less than \$1,000,000. A certificate of insurance evidencing the required coverage as noted in Attachment "H" **shall** be provided prior to final execution of the contract and commencement of work.

Article VI: Indemnification

Service Provider **shall** indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to punitive and/or exemplary damages connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish, its officials, employees or agents, by any party which arises from or allegedly arising from the performing its obligations under this agreement.

Service Provider, its agents, employees and insurer(s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operation under this Agreement.

Article VII: Cybersecurity Prerequisites

Service Provider, including all principals and employees who require access to City-Parish information technology assets, **shall** complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City-Parish proof of said completion prior to being granted access to said assets.

Article VIII: Compensation

The City-Parish **shall** pay and Service Provider agrees to accept the unit prices in Attachment E as full compensation for the professional services to be performed under this contract. These unit prices are subject to an annual 3% increase beginning in the second year of the contract. The contract amount **shall** not exceed \$400,000.00 annually.

This compensation **shall** be payable within thirty (30) days after submission and approval of monthly invoices in the DES invoice portal with appropriate documentation.

Article IX: Inspection of Books and Records

The Service Provider **shall** permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Service Provider relating to performance under this Agreement for the purpose of audit, examination, excerpts, and transcriptions.

Article X: Record Retention

The Service Provider **must** retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant award for at least 3 years.

Article XI: Complete Agreement

This is the complete agreement between the parties and supersedes all prior discussions and negotiations. Neither party **shall** rely on any statement or representations made by the other party not embodied in this agreement. This agreement **shall** become effective upon final signature by all parties.

Article XII: Contract Modifications

No amendment or change to the terms of this agreement **shall** be valid unless made in writing, signed by the parties and approved as required by law. In the event of an inconsistency between this Professional Service Agreement and any Attachments or Exhibits, unless otherwise provided herein, the inconsistency **shall** be resolved by giving precedence first to this Professional Service Agreement.

Article XIII: Termination for Convenience

The City-Parish may terminate this agreement at any time by giving thirty (30) days written notice to consultant of such termination or negotiating with the contractor an effective date. In the event of early termination of this Agreement, City-Parish **shall** pay all costs accrued by Service Provider as of the date of termination, including all non-cancelable obligations and all non-cancelable contracts. Service Provider **shall** deliver all completed deliverables to the City-Parish granting party at the time of termination.

Article XIV: Termination for Cause

The City-Parish may terminate this agreement for cause based upon the failure of the Service Provider to comply with the terms and/or conditions of the agreement provided that written notice specifying the failure **shall** be given. Service Provider **shall** have thirty (30) days to correct such failure or, begin a good faith effort to correct the failure and thereafter proceed diligently to complete such correction. If such efforts are not made as defined herein, the City-Parish, may at its option, place the Service Provider in default and the agreement **shall** terminate on the date specified in such notice.

The Service Provider may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of the agreement, provided that the Service Provider **shall** give the City-Parish written notice specifying the City-Parish's failure and a reasonable opportunity for the City-Parish to correct the failure. Should the Service Provider be determined to be in "default" under the terms, conditions and deliverables outlined in this contract, then all costs occurred will be subject to adjustment based on the remaining scope of services. In the event of contract termination, all relevant documents and work product **shall** be considered the property of the City-Parish and returned to the City-Parish.

Article XV: Assignment and Subcontracting

This agreement is not assignable by the Service Provider without the City-Parish's written consent, which it may withhold at its sole discretion, and any unapproved assignment will be invalid and ineffective. The Service Provider may not subcontract any of its responsibilities under this Agreement to another person without the City-Parish's prior approval.

Article XVI: Governing Law and Venue

This agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District court, parish of East Baton Rouge, State of Louisiana.

Article XVII: Federal Clauses

Attachment G contains federal clauses that were included in the RFP for this contract. These federal clauses are mandatory if Federal Funds are utilized. On this particular contract, the most common instance where federal funding would be used is in response to a declared disaster where FEMA reimbursement is requested for damages to City-Parish equipment. By signing this contract, the Service Provider acknowledges the use of and agrees to comply with these federal clauses if this contract is used in response to a declared disaster.

Article XVIII: SEDBE Program

The City of Baton Rouge and Parish of East Baton Rouge’s Socially and Economically Disadvantaged Business Enterprise (SEDBE) Program is made part of this contract. The complete requirements of the SEDBE Program are included in Attachment I.

In witness whereof, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESSES

City of Baton Rouge and Parish of East Baton Rouge

By: _____

**Sharon Weston Broome
Mayor-President**

Date: _____

Service Provider

By: _____

*Name
Title*

Date: _____

Approved:

Adam M. Smith, PE
Interim Environmental Services Director

Approved:

Trina C. Hall, Assistant CAO
Office of the Mayor-President

Approved as to form:

Office of the Parish Attorney

Attachment G Federal Clauses

Remedies

As a breach of service would cause serious and substantial damages to the City-Parish and its occupants, and the nature of resulting contract would render it impractical or extremely difficult to fix the actual damage sustained by the City-Parish by such breach, it is agreed that in case of a breach of service, the City-Parish may elect to collect liquidated damages as specified in the resulting contract, not as a penalty, such sums being agreed as the amount which the City-Parish will be damaged by the breach of such service.

The decision to seek such remedies **shall** not be construed as a waiver of any legal remedies the City- Parish may have as to any subsequent breach of service.

If the Service Provider fails to perform, or to perform in a satisfactory manner, or to perform in strict compliance with the resulting Contract, the Service Provider will be considered to be in Breach of Contract, in addition to such remedies of a less formal but corrective nature as may be delineated between the City-Parish and the Service Provider elsewhere in the resulting Contract Documents, the City-Parish retains, solely to itself, all such remedies.

Equal Employment Opportunity

During the performance of this Agreement, the Service Provider agrees as follows:

1. The Service Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Service Provider 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 Service Provider 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 Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, 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 Service Provider 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 Service Provider's legal duty to furnish information.

4. The Service Provider 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 Service Provider's commitments under this section, and **shall** post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Service Provider 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 Service Provider 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 Service Provider's noncompliance with the nondiscrimination clauses of this Agreement 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 Service Provider 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 Service Provider 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 sub-contractor or vendor. The Service Provider 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 Service Provider becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the Service Provider 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 Service Provider and sub-contractors 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 Service Providers and sub-contractors 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.

Davis-Bacon and Copeland Anti-Kickback Act

The Service Provider **shall** comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standard Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with this statute, the Service Provider is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Service Provider is required to pay wages not less than once a week.

The Service Provider **shall** comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, "Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Service Provider is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act

Pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), the Service Provider is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic **must** be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Interventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient **must** comply with the requirements of 37 CFR Part 401,

“Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act and the Federal Water Pollution Control Act

The Service Provider is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations **must** be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment

Service Providers that apply or bid for an award exceeding \$100,000 **must** file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier **must** also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

Procurement Recovered Materials

Service Provider **shall** comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act which pertains to procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000.00; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Program Fraud and False or Fraudulent Statements or Related Acts

The Service Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Service Provider’s actions pertaining to this contract.

Compliance with Federal Law, Regulations, and Executive Orders

The Service Provider will comply will all applicable federal law, regulations, executive orders, FEMA and/or HUD policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Service Provider, or any other party pertaining to any matter resulting from the contract.

STANDARD FEDERAL AWARD
CONTRACTOR TERMS AND CONDITIONS
COMPLIANCE WITH THE CODE OF FEDERAL REGULATIONS
(2 C.F.R. § Pt. 200, App. II)

CHECK HERE TO CONFIRM THAT NO U.S. TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS ARE BEING USED FOR THIS CONTRACT/PROFESSIONAL SERVICE AGREEMENT

1. **Termination for Cause or Convenience; Suspension.** CITY-PARISH may exercise any rights available under Louisiana law to terminate for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, provided that the CITY-PARISH **shall** give contractor written notice specifying contractor's failure and thirty (30) days to cure the defect.

CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving thirty (30) days written notice to CONTRACTOR.

Upon termination for cause or convenience, the CONTRACTOR **shall** be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY-PARISH, as well as reasonable termination and demobilization costs.

Should the CITY-PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY-PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, the CONTRACTOR **shall** be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, the CONTRACTOR's compensation **shall** be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONTRACTOR's services.

2. **Remedies.** If any work performed by the CONTRACTOR fails to meet the requirements of the AGREEMENT, the CITY-PARISH may in its sole discretion:

- a) elect to have the CONTRACTOR re-perform or cause to be re-performed at the CONTRACTOR's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
- b) hire another subconsultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the Proposer from any amounts due to the CONTRACTOR; or
- c) pursue and obtain any and all other available legal or equitable remedies.

3. **Equal Employment Opportunity.** During the performance of this contract, the CONTRACTOR agrees as follows:

- a) 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:

- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.

- h) 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.
- i) 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.

4. **Davis Bacon Act.** When required by federal program legislation or local program policies all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities **must** include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148).

The CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, contractors **must** be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors **must** be required to pay wages not less than once a week. The non-Federal entity **must** place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract **must** be conditioned upon the acceptance of the wage determination. The non-Federal entity **must** report all suspected or reported violations to the Federal awarding agency. The contracts **must** also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor **must** be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity **must** report all suspected or reported violations to the Federal awarding agency. The CONTRACTOR **shall** maintain documentation which demonstrates compliance with requirements of this part. Such documentation **shall** be made available to the City-Parish for review upon request.

5. **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers **must** include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor **shall** insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.

- a) 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.

- b) 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 therefor **shall** be liable for the unpaid wages. In addition, such contractor and subcontractor **shall** be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages **shall** be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 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.
- c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or 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.
- d) 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic **must** be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient **must** comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Water Act/ Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000.00 **must** contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations **must** be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

The CONTRACTOR hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

- a) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
- b) If this contract is funded by federal dollars, The CONTRACTOR agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the CITY-PARISH, and the appropriate Environmental Protection Agency Regional Office.
- c) If this contract is funded by federal dollars, the CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

8. **Debarment & Suspension.** A contract award **must** not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

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

The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The CONTRACTOR **shall** submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

9. **Byrd Anti-Lobbying Act.** Contractors that apply or bid for an award exceeding \$100,000.00 **must** file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

The CONTRACTOR will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award **shall** file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier **shall** also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

10. **Procurement of Recovered Materials (2 C.F.R. 200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its CONTRACTOR **must** comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. **Surveillance Services or Equipment.** A non-Federal entity and subrecipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds **must** comply with the provisions of 2 C.F.R. §200.216.

Specifically, (a) recipients and subrecipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs **shall** prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.

12. **Domestic Preferences for Procurement.** As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or 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 sub awards including all contracts and purchase orders for work or products under this award.

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 non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

IN WITNESS WHEREOF, the **Contractor/Vendor/Sub-Recipient** understands and agrees to the above Federal award provisions.

CONTRACTOR

BY: _____
(Authorized Signature, printed name)

Date: _____

NOTE: THE FOLLOW TERMS APPLY SPECIFICALLY TO CONTRACTS AND PURCHASES MADE WITH OR IN CONJUNCTION WITH CORONAVIRUS STATE AND LOCAL RECOVERY FUNDS (SLFRF, OR FISCAL RECOVERY FUNDS):

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND
CONTRACTOR TERMS AND CONDITIONS

1. **Use of Funds.**
 - a. CONTRACTOR understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. CONTRACTOR will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, CONTRACTOR may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. **Reporting.** CONTRACTOR agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. **Maintenance of and Access to Records.**
 - a. CONTRACTOR **shall** maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, **shall** have the right of access to records (electronic and otherwise) of the CONTRACTOR in order to conduct audits or other investigations.
 - c. Records **shall** be maintained by CONTRACTOR for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. **Administrative Costs.** CONTRACTOR may use funds provided under this award to cover both direct and indirect costs.

7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by CONTRACTOR.
8. **Conflicts of Interest.** CONTRACTOR understands and agrees it **must** maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. CONTRACTOR and SUBCONTRACTORS **must** disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. **Compliance with Applicable Law and Regulations.**
 - a. CONTRACTOR agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and CONTRACTOR **shall** provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, **shall** apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of CONTRACTOR's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments **shall** be subject to recoupment as provided in section 603(e) of the Act.
11. **Hatch Act.** CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** CONTRACTOR understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award **must** display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of CONTRACTOR] by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
 - a. Any funds paid to CONTRACTOR (1) in excess of the amount to which CONTRACTOR is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by CONTRACTOR **shall** constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government **must** be paid promptly by CONTRACTOR. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the CONTRACTOR knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. **Disclaimer.**

- a. The United States expressly disclaims any and all responsibility or liability to CONTRACTOR or third persons for the actions of CONTRACTOR or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by CONTRACTOR does not in any way establish an agency relationship between the United States and CONTRACTOR.

16. **Protections for Whistleblowers.**

- a. In accordance with 41 U.S.C. § 4712, CONTRACTOR may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of CONTRACTOR, contractor, or SUBCONTRACTOR who has the responsibility to investigate, discover, or address misconduct.
- c. CONTRACTOR **shall** inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), CONTRACTOR should encourage its employees and SUBCONTRACTORS to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), CONTRACTOR should encourage its employees and SUBCONTRACTORS to adopt and enforce policies that ban text messaging while driving, and CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.

Attachment H
Contractor's and Sub Contractor's Insurance

Service Provider and any subcontractor **shall** carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Service Provider **shall** not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates **must** have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Service Provider is responsible for assuring that its subcontractors meet these insurance requirements.

A. **General Liability Insurance**

General Liability Insurance, endorsed to provide coverage for explosion, collapse and underground damage hazards to property of others; Contractual Liability, Products and Completed Operations (for a minimum of two year after acceptance of the Work). Additional Insured and Waiver of Subrogation in favor of Contractor and Owner.

General Aggregate	\$2,000,000
Products-Comp/Op Agg	\$1,000,000
Personal & Adv Injury	\$1,000,000
Per Occurrence	\$1,000,000
Damage to Premises Rented to You	\$ 100,000
Med Payments	\$ 5,000

B. **Automobile Liability Insurance**

Automobile Liability Insurance which **shall** include coverage for all owned, non-owned and hired and **shall** be endorsed to include a Waiver of Subrogation and Additional Insured in favor of Contractor and Owner. Bodily Injury and Property Damage \$1,000,000 Combined Single Limit Each Occurrence (Minimum)

C. **Worker Compensation and Employers Liability Insurance**

Subcontractor agrees to comply with Workers Compensation laws of the state where the Work is performed, and to maintain a Workers Compensation and Employers Liability policy. The policy **shall** include a Waiver of Subrogation endorsement in favor of the Contractor and Owner. Full statutory liability for State of Louisiana with Employer's Liability Coverage.

Workers Compensation	Statutory
Employer's Liability	\$1,000,000 Each Accident (Minimum)
	\$1,000,000 Disease Each Employee

D. **Excess Umbrella Liability Coverage**

Excess/Umbrella Liability Insurance **shall** be follow form the primary coverages and **shall** be endorsed to include a Waiver of Subrogation and Additional Insured in favor of Contractor and Owner.

Bodily Injury and Property Damage \$1,000,000 Combined Single Limit Each Occurrence (Minimum)

E. The City of Baton Rouge and Parish of East Baton Rouge **must** be named as additional insured on all General liability policies described above.

F. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from

Workers Compensation Insurer.

G. Certificates **must** provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

H. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
Post Office Box 1471
Baton Rouge, Louisiana 70821

Attachment I
SEDBE Forms and Procedures

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE
Form 1

EBE Responsiveness Form

INSTRUCTIONS

Column A. Indicate the firm's role: Contractor, subcontractor, manufacturer, regular dealer/supplier, or broker/agent. Note that only 60% of the value of regular dealer/supplier commissions and fees can be counted toward Socially and Economically Disadvantaged Business Enterprise participation. All firms participating EBE and non-EBE , prime and subs) **must** be included on the form.

Column B. Provide the name and address of the firm.

Column C. Provide the principal contact person and phone number of the firm.

Column D. Describe the work, goods, and/or services to be provided by the firm.

Column E. Indicate the percent value of the amount of work assigned to the firm. Total percent value of work should equal 100% to account for all work being performed on the contract.

Column F. Indicate whether firm is an EBE or non-EBE. EBE-certified means to be certified by the EBRP Socially and Economically Disadvantaged Business Enterprise Program.

**Form 1
EBE Responsiveness Form**

EBRP Project Title: _____ Project No.: _____

EBE Contract Goal: _____%

A	B	C	D	E	F
FIRM ROLE <i>(Prime, sub-contractor manufacturer, supplier, etc.)</i>	FIRM NAME AND ADDRESS	PRINCIPAL CONTACT NAME AND PHONE NUMBER	WORK TO BE SUBCONTRACTED / GOODS / SERVICES TO BE PURCHASED	% VALUE OF WORK / PURCHASES*	EBE or non-EBE
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	

TOTAL VALUE OF PARTICIPATION FROM CONTINUATION PAGES:

**Supplier / Manufacturer / Purchase / Dealer work is counted at 60% participation toward EBE goal.*

TOTAL VALUE OF PARTICIPATION:

	%	%
Enter Total Bid Amount	Total Must Equal 100%	Total EBE Participation
\$	%	%

☞ *If Total EBE participation is less than the goal, refer to the Good Faith Efforts section of the instructions and attach a Form 2 and all other necessary documentation. Firms must be EBE certified with an authorized agent of the **City of Baton Rouge and Parish of East Baton Rouge Purchasing Division** to count participation towards the goal.*

The undersigned prime firm will enter into a formal written agreement with the subcontractors identified herein for work and/or goods and services as shown in this schedule, conditioned upon the execution of a contract with the City of Baton Rouge and Parish of East Baton Rouge. The undersigned agrees to be contractually bound to maintain the level of EBE participation set forth above. Failure to comply with this agreement constitutes breach of contract.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Form 1 EBE Responsiveness Form Continuation Page 1

A	B	C	D	E	F
FIRM ROLE <i>(Prime, sub-contractor, manufacturer, supplier, etc.)</i>	FIRM NAME AND ADDRESS	PRINCIPAL CONTACT NAME AND PHONE NUMBER	WORK TO BE SUBCONTRACTED / GOODS / SERVICES TO BE PURCHASED	% VALUE OF WORK / PURCHASES*	EBE or non-EBE
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	

** Supplier / Manufacturer / Purchase / Dealer work is counted at 60% participation toward EBE goal.*

TOTAL VALUE OF PARTICIPATION FOR CONTINUATION PAGE 1:

Total % Value of Work Purchases	Total EBE Participation
%	%

Form 1
EBE Responsiveness Form
Continuation Page 2

A	B	C	D	E	F
FIRM ROLE <i>(Prime, subcontractor, manufacturer, supplier, etc.)</i>	FIRM NAME AND ADDRESS	PRINCIPAL CONTACT NAME AND PHONE NUMBER	WORK TO BE SUBCONTRACTED / GOODS / SERVICES TO BE PURCHASED	% VALUE OF WORK / PURCHASES*	EBE or non-EBE
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	

* Supplier / Manufacturer / Purchase / Dealer work is counted at 60% participation toward EBE goal.

TOTAL VALUE OF PARTICIPATION FOR CONTINUATION PAGE 2:

Total % Value of Work Purchases	Total EBE Participation
%	%

**Form 1A
Required Participation Questionnaire**

INSTRUCTIONS: A fully completed Form 1A "Required Participation Questionnaire" must be submitted for the prime firm, each subcontractor, and any other tier or subcontractor, as a condition of responsiveness. This information is to be collected and documented for all City of Baton Rouge and Parish of East Baton Rouge projects as required by the City of Baton Rouge and Parish of East Baton Rouge. All items requested on the form are required, if an item is not applicable, respondents shall enter N/A. Each prime firm participating as a joint venture should complete a separate form and indicate (Item 9) that the response is a joint venture.

1. Project name, project number and date of submittal:	2. Official name of firm: Indicate if prime or subcontractor:	3. Address of office to perform work:
4. Name of parent company, if any:	5. Location of headquarters (city):	6. Age of firm:
7. Name, title, and telephone number of principal contact:	8. Indicate Any Special Status: <input type="checkbox"/> Small business <input type="checkbox"/> SBA certified <input type="checkbox"/> Minority-owned business <input type="checkbox"/> LAUCP DBE certified <input type="checkbox"/> Woman-owned business <input type="checkbox"/> EBE Certified with CITY-PARISH *A firm participating as a EBE must be certified by the City of Baton Rouge and Parish of East Baton Rouge SEDBE Program by the date of submittal. Current letter of certification shall be attached.	
9. Is this submittal a joint venture (JV)? <input type="checkbox"/> Yes <input type="checkbox"/> No	10. Summary of firm's annual revenues (please insert index number from below): Last Year: _____ 2 Years ago: _____ 3 Years ago: _____	
If so, has the JV worked together before? <input type="checkbox"/> Yes <input type="checkbox"/> No	Ranges of annual revenues received: <u>Index:</u> 1 less than \$500,000 4 \$2,000,000 to \$4,000,000 2 \$500,000- \$1,000,000 5 \$5,000,000 to \$6,000,000 3 \$1,000,000 to \$2,000,000 6 \$6,000,000 or greater	

I do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct, and that I am authorized on behalf of this firm to make this affidavit.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE

Form 2

Good Faith Efforts

INSTRUCTIONS:

If required, attach a completed Form 2 and supporting documents to establish that Good Faith Efforts were undertaken to secure EBE participation:

The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain EBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- A. Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified EBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The bidder should solicit this interest as early in the acquisition process as practicable to allow the EBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the EBEs are interested by taking appropriate steps to follow up initial solicitations.
- B. Selecting portions of the work to be performed by EBEs in order to increase the likelihood that the EBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate EBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates EBE participation.
- C. Providing interested EBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
- D. Negotiating in good faith with interested EBEs. It is the bidder's responsibility to make a portion of the work available to EBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available EBE subcontractors and suppliers, so as to facilitate EBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of EBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for EBEs to perform the work.
- E. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including EBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using EBEs is not in itself sufficient reason for a bidder's failure to meet the contract EBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve

the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from EBEs if the price difference is excessive or unreasonable.

- F. Not rejecting EBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the EBE because its quotation for the work was not the lowest received. However, nothing in this paragraph **shall** be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.
- G. Contractor's inability to find a replacement EBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original EBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement EBE, and it is not a sound basis for rejecting a prospective replacement EBE's reasonable quote.
- H. Making efforts to assist interested EBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- I. Making efforts to assist interested EBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- J. Effectively using the services of available minority/women/veteran community organizations; minority/women/veteran contractors' groups; local, State, and Federal minority/women/veteran business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of EBEs.

**Form 2
Good Faith Efforts**

If the Respondent cannot fully meet the EBE goal of this Contract, the Respondent shall complete Form 2 and attach documentation demonstrating the Respondent's good faith efforts. It is up to City of Baton Rouge and Parish of East Baton Rouge Purchasing Division to make a fair and reasonable judgment whether a Respondent that did not meet the contract goal made adequate good faith efforts.

I, _____, certify that on the date(s) below I invited the following proposed EBE subcontractor(s) to respond or propose work items to be performed on:

PROJECT NAME: _____

PROJECT NO: _____

Date of Request	Name and Address of EBE Firm	Transmittal Type	Work Items Sought	Describe Response and/or Follow-up

I do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct, and that I am authorized on behalf of this firm to make this affidavit.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Sporting documentation of Good Faith Efforts is attached (required).

Form 3
City of Baton Rouge and Parish of East Baton Rouge
Contractor or Consultant Monthly SEDBE Report

INSTRUCTIONS: This report covers the previous estimate period and shall be submitted to the Project Manager Representative or Project Inspector with the current month's pay estimate. The Prime firm shall prepare one form for each EBE firm participating in the project. Questions should be directed to the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division through the assigned project manager. **Signatures from EBE firms who received payment during the reporting period are required.** No signature is required if no payments were made to the EBE firm during the reporting period. **If actual EBE item of work is different than that approved at the time of award, the Substitution Form must be completed (if you have not already done so).**

PRIME FIRM INFORMATION:

Prime Firm Name		Phone Number	
Project Name			
City Parish Project No.		State Project No	
Project Start Date		Est. Project Completion Date	
Original Contract Amount \$	Change Orders (count)	Current Contract Value \$	EBE Commitment _____ %
Invoice Number	Report Period Begin Date	Report Period End Date	

SUBCONTRACTOR INFORMATION:

EBE Subcontractor		
EBE Contact		EBE Phone Number
Original Subcontract Amount \$	Original Commitment to Firm _____ %	Current Subcontract Value \$
Amount Paid to Sub This Period \$	Amount Paid to Sub to Date \$	
Scheduled Date of Sub Services (or state ongoing)	Estimated Date of Completion of Sub Services	
Item Number/Description of Work Performed by Sub		

By signing below, I attest that the information provided is complete accurate, and true to the best of my knowledge.

Prime Firm's Authorized Signature: _____ Date: _____

Print name: _____ Title: _____

Subcontractor's Authorized Signature: _____ Date: _____

Print name: _____ Title: _____

I certify that the contracting records and on-site performance of the EBE has been monitored. If actual EBE item of work is different than that approved at the time of award, the Substitution Form must be completed.

Project Manager Representative/Inspector's Signature: _____ Date: _____

Print name: _____ Title: _____

EBRP Project Manager or SEDBELO has reviewed this form.

SEDBELO's or Authorized Owner's Representative's Signature: _____ Date: _____

City of Baton Rouge and Parish of East Baton Rouge Guidance for Removal and/or Substitution of a SEDBE Firm

Contractor **must** receive prior written consent from the City-Parish before terminating an EBE subcontractor listed in response to the City-Parish solicitation. This includes, but is not limited to, instances in which the Contractor seeks to perform work that was originally designated for a EBE subcontractor, or to another EBE or non-EBE subcontractor. All requests **must** be accompanied by documentation of good faith efforts made to maintain the EBE commitment percentage on the total contract value.

The City-Parish Purchasing Division may provide written consent only if it agrees that the Contractor has good cause to terminate the EBE firm. Good Cause includes the following circumstances:

1. The listed EBE subcontractor fails or refuses to execute a written contract;
2. The listed EBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the EBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
3. The listed EBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.
4. The listed EBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed EBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings or applicable state law;
6. The City-Parish Purchasing Division has determined that the listed EBE subcontractor is not a responsible contractor;
7. The listed EBE subcontractor voluntarily withdraws from the project and provides to the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division written notice of its withdrawal;
8. The listed EBE is ineligible to receive EBE credit for the type of work required;
9. An EBE owner dies or becomes disabled with the result that the listed EBE contractor is unable to complete its work on the contract;
10. Other documented good cause that the City-Parish Purchasing Division determines compels the termination of the EBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate an EBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the EBE subcontractor was engaged or so that the Contractor can substitute another EBE or non-EBE subcontractor after contract award.
11. Before transmitting to the City-Parish Purchasing Division its request to terminate and/or substitute an EBE subcontractor, the prime contractor **must** give notice in writing to the EBE subcontractor, with a copy to the City-Parish Purchasing Division, of its intent to request to terminate and/or substitute, and the reason for the request.
12. The Contractor **must** give the EBE five days to respond to the prime contractor's notice and advise the City-Parish Purchasing Division and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City-Parish Purchasing Division should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the City-Parish Purchasing Division may provide a response period shorter than five days.

13. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for EBE firms put forward by offerors in negotiated procurements.

14. After Good Cause is demonstrated by the Contractor and approved by the Purchasing Division, the contractor **must** make good faith efforts to replace an EBE that is terminated with another certified EBE, to the extent needed to meet the contract goal.

15. In this situation, we will require the Contractor to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time the City-Parish Purchasing Division specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

City of Baton Rouge and Parish of East Baton Rouge
Request for Removal and/or Substitution of a EBE Firm

Project Name		
City Parish Project No.	State Project No.	EBE Commitment
Prime Firm Name		Phone Number
Original Contract Amount	Change Orders (Count)	Current Contract Value
Subcontractor to be removed		
Proposed substitute subcontractor		
Value of current subcontract		Value of proposed subcontract

Reason for removal or substitution (state in detail, attach supporting documentation if necessary):

Describe the good faith efforts made/ in progress to maintain EBE participation in order to continue to meet the EBE commitment:

Prime Firm's Authorized Signature: _____ Date: _____

Type or Print Name: _____ Title: _____

FAIR CHANCE ORDINANCE

Requires Fair Chance hiring standards for person, corporations, and entities in a contract, cooperative endeavor agreement, or grant with the City of Baton Rouge, Parish of East Baton Rouge by limiting the consideration of criminal history of an applicant, and to provide otherwise with respect hereto.

Section 1

A contractor **shall** not request from the applicant their criminal history before the contractor extends a conditional offer of employment.

Section 2

All contracts **shall** include a certification that the contractor has complied with the provisions of the fair chance ordinance.

Section 3

The applicant will acknowledge in writing that a background check will be performed before a final offer of employment.

Section 4

Section 1 does not apply if consideration of an applicant's criminal history is required by law.

Section 5

The Purchasing department is the enforcing agency and **shall** establish a procedure for complaint.

Section 6

The Fair Chance ordinance **shall** not apply to the following City Parish departments: Human Resources, Police, Constable, Fire Department, Emergency Medical Services, Juvenile Services, and Metro Airport.

Section 7

The ordinance **shall** be effective May 5, 2023 following adoption and **shall** apply to contracts executed on or after the effective date EXCLUDING renewals to contracts awarded in response to an Request for Proposal (RFP), a Request for Qualifications (RFQ) or awarded by the Engineers or Architectural Selection Boards. The ordinance **shall** not apply to any agreements executed before the effective date of this ordinance.

The signature below certifies that the signer has carefully examined the above and is in full compliance with the terms listed.

Date

Authorized Signature

Authorized Name (Printed)

H2B WORKFORCE REQUIREMENTS

H2B Workforce Requirements: If Contractor uses H-2B workers, Contractor will provide services subject to the terms and conditions set forth below. In accordance with applicable laws,

- Contractor will provide each worker with a document explaining the terms and conditions of employment and the worker's rights, and a copy of any applicable H-2B work order by the time periods required by applicable law. A copy of Contractor's H-2B work order **shall** be provided to Company upon request.
- Contractor will display "Employee Rights Under the H-2B Program" poster, and all other notices and posters required by applicable federal, state and local law. Such notices **must** be provided to employees in English and in a language that each worker can understand.
- Contractor will pay employees at least once every two weeks, or as otherwise required by federal law or the disclosed payday in any applicable H-2B work order.
- Contractor will pay each employee not less than the highest minimum wage rate applicable to its employees, including minimum rates for H-2B laborers (as indicated in Contractor's Application for Temporary Employment Certification, which amount equals or exceeds the highest of the prevailing wage, the promised wage, and the federal, state and local minimum wage), and, if and when applicable, the highest overtime rate required by applicable law for all overtime hours worked by employees. Notwithstanding the foregoing, Contractor **shall** pay its employees in accordance with applicable H-2B regulations.
- In accordance with H-2B regulations, Contractor **shall** provide to its H-2B employees, and employees performing the same work, at least 35 hours of work per workweek, and a total number of work hours equal to at least 75% of the guaranteed hours as listed in the job order in each 12-week period (or each 6-week period), or **must** pay such employees the amount they would have earned had they worked for the guaranteed number of workdays.
- Contractor **must** pay its employees for their visa expenses and transportation and subsistence costs for travel to and from the worksite in accordance with H-2B regulations and Contractor's H-2B work order.
- Contractor **must** not seek or receive payments or other compensation from prospective workers, as prohibited by H-2B regulations.
- Contractor agrees to provide housing to its employees to the extent required by applicable H-2B regulations, the Federal Fair Labor Standards Act, and applicable federal, state, and local law.
- Contractor agrees to pay an arrival and return/subsistence and transportation fees for each worker at the beginning and end of each the job order period.
- Contractor **must** notify the U.S. Department of Labor if any H-2B or employee performing similar work separates from the job for any reason before the end of Contractor's work order. The notification **must** be made in writing and no later than two (2) days after the separation is discovered by Contractor. Contractor **must** also notify the U.S. Department of Homeland Security of any such separation of an H-2B worker.
- Contractor **must** not offer terms, wages, and working conditions to U.S. workers that are less favorable than what Contractor offers or provides to H-2B workers. Further, Contractor **must** not impose restrictions or obligations on U.S. workers that are not imposed on H-2B

workers. Contractor **must** not lay off any similarly employed U.S. worker in the occupation and area of intended employment from 120 days before the start of Contractor's job order.

- Contractor using H-2B workforce **must** include a copy of their most recently submitted LOI, Letter of Intent. The U.S. Department of Labor requires this letter in the visa approval process. This letter **must** be signed and dated on company letterhead, with a description of work applicable to the scope, and indicate County/Parish and State where work will be performed: East Baton Rouge Parish, Louisiana.