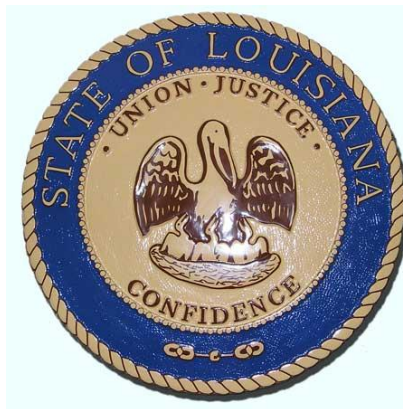


**ASBUILT**  
**BID PACKAGE**  
**FOR**  
**POST HURRICANE REPAIR OF**  
**SABINE WATER CONTROL STRUCTURES**  
**CS-23**  
**CAMERON PARISH, LOUISIANA**



**STATE OF LOUISIANA**  
**OFFICE OF COASTAL**  
**PROTECTION AND RESTORATION**

**JUNE 2009**



Prepared by:

**Lonnie G. Harper**  
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## **Table of Contents**

<b>Section</b>	<b>Title</b>	<b>Page No.</b>
<b>SCHEDULE OF BID ITEMS</b>		<b>4</b>
<b>SCHEDULE OF BID ITEMS - ADDITIVE ALTERNATE</b>		<b>8</b>
<b>PART I</b>	<b>GENERAL PROVISIONS</b>	<b>10</b>
GP-1	DEFINITION OF TERMS	11
GP-2	BID REQUIREMENTS	14
GP-3	AVAILABILITY OF PLANS AND SPECIFICATIONS	15
GP-4	LAWS, REGULATIONS, STANDARDS, SPECIFICATIONS, AND CODES	15
GP-5	PRE-BID CONFERENCE AND SITE VISIT	15
GP-6	NOTICE OF AWARD	16
GP-7	NOTICE TO PROCEED AND CONTRACT TIME	16
GP-8	WORK PLAN	16
GP-9	PROGRESS SCHEDULE	16
GP-10	DAILY PROGRESS REPORTS	17
GP-11	HURRICANE AND SEVERE STORM PLAN	18
GP-12	HEALTH, SAFETY PLAN, AND INSPECTIONS	19
GP-13	PROGRESS REPORT AND SCHEDULED MEETINGS	19
GP-14	PRE-CONSTRUCTION CONFERENCE	19
GP-15	CONTRACT INTENT	19
GP-16	ENGINEER AND AUTHORITY OF ENGINEER	19
GP-17	CONFORMITY WITH PLANS AND SPECIFICATIONS	20
GP-18	CLARIFICATIONS AND AMENDMENTS TO CONTRACT DOCUMENTS	20
GP-19	SUBCONTRACTS	21
GP-20	WORKERS, METHODS, AND EQUIPMENT	21
GP-21	ACCIDENT PREVENTION, INVESTIGATIONS, AND REPORTING	22
GP-22	PRESERVATION AND RESTORATION OF PROPERTY, MONUMENTS, ETC.	22
GP-23	PROTECTION OF THE WORK, MATERIALS, AND EQUIPMENT	22
GP-24	LAND RIGHTS	23
GP-25	UTILITIES	23
GP-26	PERMITS	23
GP-27	PROJECT SITE CLEAN-UP	23
GP-28	OWNER INSPECTION	24
GP-29	DUTIES OF RESIDENT PROJECT REPRESENTATIVE	24
GP-30	CONSTRUCTION STAKES, LINES, AND GRADES	24
GP-31	CONTRACTOR'S RESPONSIBILITY FOR WORK	24
GP-32	CONTROL OF SILTATION AND WATER POLLUTION	24
GP-33	SANITARY PROVISION	25
GP-34	PAYMENT OF TAXES	25
GP-35	RADIO AND TELEPHONES	25
GP-36	NAVIGATION	25
GP-37	OBSTRUCTION TO NAVIGATION	25
GP-38	MARINE VESSELS AND MARINE ACTIVITIES	26
GP-39	RECORDKEEPING	26
GP-40	CERTIFICATES OF COMPLIANCE	26
GP-41	SUBMITTALS	26
GP-42	MODIFICATIONS TO THE WORK	27
GP-43	INCREASES TO CONTRACT PRICE	27
GP-44	EXTENSION OF CONTRACT TIME	27
GP-45	DEFAULT AND TERMINATION OF CONTRACT	28
GP-46	TEMPORARY SUSPENSION OF WORK	28
GP-47	NON-CONFORMING AND UNAUTHORIZED WORK	29
GP-48	CONTRACTOR'S RIGHT TO TERMINATE CONTRACT	29

GP-49	BREACH OF CONTRACT .....	29
GP-50	NO WAIVER OF LEGAL RIGHTS .....	29
GP-51	LIABILITY FOR DAMAGES AND INJURIES .....	29
GP-52	LIABILITY FOR LOSSES BY ACTS OF THE GOVERNMENT .....	30
GP-53	FINAL INSPECTION AND ACCEPTANCE .....	30
GP-54	AS-BUILT DRAWINGS .....	30
GP-55	COMPLETION OF CONTRACT .....	30
GP-56	CONTRACTOR’S GUARANTEE .....	30
<b>PART II</b>	<b>SPECIAL PROVISIONS .....</b>	<b>32</b>
SP-1	LOCATION OF WORK .....	33
SP-2	WORK TO BE DONE .....	33
SP-3	BID AND CONTRACT DATES .....	37
SP-4	DELIVERABLES .....	37
SP-5	ADDRESSES FOR DOCUMENT DELIVERY .....	38
SP-6	WORK PLAN SUPPLEMENTAL .....	38
SP-7	FAILURE TO COMPLETE ON TIME .....	39
SP-8	SPECIAL PERMIT CONDITIONS .....	39
SP-9	OBSTRUCTION OF CHANNEL .....	39
SP-10	OBSTRUCTION OF NAVIGABLE WATERWAYS .....	39
SP-11	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK .....	40
SP-12	PIPELINES .....	40
SP-13	RESPONSIBILITIES OF THE CONTRACTOR CONCERNING PIPELINES .....	40
SP-14	RESPONSIBILITIES OF THE CONTRACTOR .....	41
SP-15	TIDAL FLUCTUATIONS .....	41
SP-16	LANDOWNER AND PIPELINE REQUIREMENTS .....	41
SP-17	THREATENED AND ENDANGERED SPECIES .....	42
SP-18	DAVIS-BACON ACT (ONLY APPLICABLE IF FEDERAL FUNDS ARE USED) .....	43
<b>PART III</b>	<b>TECHNICAL SPECIFICATIONS .....</b>	<b>44</b>
TS – 101	MOBILIZATION AND DEMOBILIZATION .....	45
TS – 102	APPLICABLE STANDARDS .....	46
TS – 103	TEMPORARY SIGNS AND BARRICADES .....	48
TS – 104	QUALITY CONTROL .....	49
TS – 105	POLLUTION CONTROL .....	52
TS – 106	BIRD EXCLUDER DEVICES .....	54
TS – 107	GALVANIZING .....	55
TS – 108	PAINTING .....	56
<b>APPENDIX A: INTERPRETATION OR CLARIFICATION BY ENGINEER FORM .....</b>		<b>57</b>
<b>APPENDIX B: LANDRIGHTS MEMORANDUM .....</b>		<b>58</b>
<b>APPENDIX C: ACTUATOR AND GEAR DRIVE PLACEMENT SUMMARY .....</b>		<b>59</b>
<b>APPENDIX D: SPECIAL USE PERMIT APPLICATION .....</b>		<b>60</b>
<b>APPENDIX E: SEA TURTLE AND SMALL TOOTH SAWFISH CONSTRUCTION CONDITIONS .....</b>		<b>61</b>
<b>APPENDIX F: DAVIS-BACON WAGE REQUIREMENTS .....</b>		<b>62</b>

## SCHEDULE OF BID ITEMS

### CS-23 Post Hurricane Repair of Sabine Water Control Structures

Mail To:  
Office of State Purchasing  
Division of Administration  
State of Louisiana  
Attn: Hilary Stephenson  
P.O. Box 94095  
Baton Rouge, LA 70804-9095

ITEM No.	ITEM	UNIT	QTY <sup>1</sup>	UNIT PRICE <sup>2</sup>		EXTENDED PRICE <sup>2</sup>	
				USING WORDS	USING NUMBERS	USING NUMBERS	
Hog Island Gully Structure (\$1)							
1.	Mobilization and Demobilization	Lump Sum	N/A	<div>_____ Dollars</div> <div>_____ Cents</div>		\$ _____ . _____	\$ _____ . _____
2.	Temporary Signs and Barricades	Lump Sum	N/A	<div>_____ Dollars</div> <div>_____ Cents</div>		\$ _____ . _____	\$ _____ . _____
3.	Modify Structural Steel Platform	Lump Sum	N/A	<div>_____ Dollars</div> <div>_____ Cents</div>		\$ _____ . _____	\$ _____ . _____
4.	Provide and Install Rotork IQ35FA16/B4, Actuators, New DSB9 Gear Drive, Refurbished IB9 Gear Drive, Drive Shaft and Dual Stem Lift Assembly	Each	4	<div>_____ Dollars</div> <div>_____ Cents</div>		\$ _____ . _____	\$ _____ . _____

5.	Provide and Install Rotork IQ25FA14/B4, Actuators, New DSB7 Gear Drive, Refurbished IB7 Gear Drive, Drive Shaft and Dual Stem Lift Assembly	Each	4	<div>_____ Dollars</div> <div>_____ Cents</div>	\$ _____ . _____	\$ _____ . _____
6.	Refurbish and Reinstall Rotork IQ20FA14/B4, Actuators, Refurbished IB9 and/or IB7 Gear Drive, and Single Stem Lift Assembly	Each	4	<div>_____ Dollars</div> <div>_____ Cents</div>	\$ _____ . _____	\$ _____ . _____
7.	Perform Maintenance Tasks to Lift Gates	Each	12	<div>_____ Dollars</div> <div>_____ Cents</div>	\$ _____ . _____	\$ _____ . _____
8.	Reconnect Electrical Components	Lump Sum	N/A	<div>_____ Dollars</div> <div>_____ Cents</div>	\$ _____ . _____	\$ _____ . _____
Headquarters Canal Structure (\$2)						
9.	Mobilization and Demobilization	Lump Sum	N/A	<div>_____ Dollars</div> <div>_____ Cents</div>	\$ _____ . _____	\$ _____ . _____
10.	Temporary Signs and Barricades	Lump Sum	N/A	<div>_____ Dollars</div> <div>_____ Cents</div>	\$ _____ . _____	\$ _____ . _____
11.	Refurbish and Reinstall Rotork IQ12FA10/B4, Actuator, IB5 Gear Drive and Lift Assembly	Each	1	<div>_____ Dollars</div>	\$ _____ . _____	\$ _____ . _____

				_____ Cents		
12.	Reinstall Electrical Components	Lump Sum	N/A	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
West Cove Canal Structure (S3)						
13.	Mobilization and Demobilization	Lump Sum	N/A	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
14.	Temporary Signs and Barricades	Lump Sum	N/A	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
15.	Modify Structural Steel Platform	Lump Sum	N/A	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
16.	Provide and Install Rotork IQ35FA16/B4, Actuators, New DSB9 Gear Drive, Refurbished IB9 Gear Drive, Drive Shaft and Dual Stem Lift Assembly	Each	3	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
17.	Provide and Install Rotork IQ25FA14/B4, Actuators, New DSB7 Gear Drive, Refurbished IB7 Gear Drive, Drive Shaft and Dual Stem Lift Assembly	Each	3	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____

18.	Refurbish and Reinstall Rotork IQ20FA14/B4, Actuators, Refurbished IB9 and/or IB7 Gear Drive, and Single Stem Lift Assembly	Each	4	<div>_____ Dollars</div> <div>_____ Cents</div>	\$ _____ . _____	\$ _____ . _____
19.	Perform Maintenance Tasks to Lift Gates	Each	10	<div>_____ Dollars</div> <div>_____ Cents</div>	\$ _____ . _____	\$ _____ . _____
20.	Reinstall Electrical Components	Lump Sum	N/A	<div>_____ Dollars</div> <div>_____ Cents</div>	\$ _____ . _____	\$ _____ . _____
<b>TOTAL AMOUNT OF BASE BID:</b> _____ Dollars _____ Cents						

1. Where the quantity of Work with respect to any item is covered by a unit price, such quantities are estimated quantities to be used when comparing bids and the right is reserved by the Owner to increase/decrease such quantities as may be necessary to complete the Work and/or remain within the funding limits. In the event of material underruns/overruns, the unit costs will be used to determine payment to the Contractor.
2. Items must be completed by the bidder. The completed sheet must be attached to the bid submitted to the Office of State Purchasing in order for the bid to be considered. The low Bidder will be determined on the basis of the Base Bid and any Alternates accepted.
3. Mobilization and Demobilization shall include all appropriate costs associated with constructing all features listed in the Specifications and/or shown in the Plans.

## **SCHEDULE OF BID ITEMS - ADDITIVE ALTERNATE**

### CS-23 Post Hurricane Repair of Sabine Water Control Structures

ITEM No.	ITEM	UNIT	QTY <sup>1</sup>	UNIT PRICE <sup>2</sup>		EXTENDED PRICE <sup>2</sup>
				USING WORDS	USING NUMBERS	USING NUMBERS
21.	Add Alternate 1 – Perform Maintenance Tasks to Lift Gates in a Fabrication Shop	Lump Sum	0	<div>_____ Dollars</div> <div>_____ Cents</div>	<div>_____</div> <div>\$ _____ . _____</div>	<div>_____</div> <div>\$ _____ . _____</div>
22.	Add Alternate 2 – Brush Blast and Paint Gates with Carboline Bitumastic 300M Paint	Lump Sum	0	<div>_____ Dollars</div> <div>_____ Cents</div>	<div>_____</div> <div>\$ _____ . _____</div>	<div>_____</div> <div>\$ _____ . _____</div>

- Where the quantity of Work with respect to any item is covered by a unit price, such quantities are estimated quantities to be used when comparing bids and the right is reserved by the Owner to increase/decrease such quantities as may be necessary to complete the Work or remain within any funding limits. In the event of material under-runs/over-runs, the unit costs will be used to determine payment to the Contractor.
- All Items must be completed by the bidder. The completed sheet must be attached to the bid submitted to the Office of State Purchasing in order for the bid to be considered. The Owner reserves the right to award all, part, or none of the Add Alternates "1" and/or "2" based on the availability of funds. Determination of the low bidder shall be on the basis of the sum of the base bid and the alternates accepted. However, the Division of Administration shall reserve the right to accept or reject alternates in any order which does not affect the determination of the low bidder. The low bid, including alternates, will be accepted if that bid is within the construction budget, otherwise the bid will be awarded on the basis of the base bid.



**THE UNDERSIGNED BIDDER**, in compliance with the Invitation to Bid for the project listed above, having: a) examined the construction plans, specifications and related documents, b) not received, relied on, or based his bid on any verbal instructions contrary to the Contract Documents or any addenda, c) inspected the site and being familiar with all of the conditions surrounding the fulfillment of the contract, hereby proposes to furnish all labor, materials, tools and equipment necessary to complete the project within the time set forth and for the total amount of the accepted bid based on the sum of the extension of unit prices and estimated quantities contained in the Schedule of Bid Items.

**Also, the Bidder acknowledges receipt of the following ADDENDA (ATTACH COPIES):**

No. \_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_ Dated: \_\_\_\_\_

**NAME OF BIDDER:** \_\_\_\_\_

**LOUISIANA CONTRACTORS LICENSE NUMBER:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TYPED or PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**PHONE:** ( \_\_\_\_ ) \_\_\_\_\_ **FAX:** ( \_\_\_\_ ) \_\_\_\_\_

**VENDOR NUMBER:** \_\_\_\_\_

**DATED:** \_\_\_\_\_

## **PART I      GENERAL PROVISIONS**

<u>GP-1</u>	<u>DEFINITION OF TERMS</u> .....	11
<u>GP-2</u>	<u>BID REQUIREMENTS</u> .....	14
<u>GP-3</u>	<u>AVAILABILITY OF PLANS AND SPECIFICATIONS</u> .....	15
<u>GP-4</u>	<u>LAWS, REGULATIONS, STANDARDS, SPECIFICATIONS, AND CODES</u> .....	15
<u>GP-5</u>	<u>PRE-BID CONFERENCE AND SITE VISIT</u> .....	15
<u>GP-6</u>	<u>NOTICE OF AWARD</u> .....	16
<u>GP-7</u>	<u>NOTICE TO PROCEED AND CONTRACT TIME</u> .....	16
<u>GP-8</u>	<u>WORK PLAN</u> .....	16
<u>GP-9</u>	<u>PROGRESS SCHEDULE</u> .....	16
<u>GP-10</u>	<u>DAILY PROGRESS REPORTS</u> .....	17
<u>GP-11</u>	<u>HURRICANE AND SEVERE STORM PLAN</u> .....	18
<u>GP-12</u>	<u>HEALTH, SAFETY PLAN, AND INSPECTIONS</u> .....	19
<u>GP-13</u>	<u>PROGRESS REPORT AND SCHEDULED MEETINGS</u> .....	19
<u>GP-14</u>	<u>PRE-CONSTRUCTION CONFERENCE</u> .....	19
<u>GP-15</u>	<u>CONTRACT INTENT</u> .....	19
<u>GP-16</u>	<u>ENGINEER AND AUTHORITY OF ENGINEER</u> .....	19
<u>GP-17</u>	<u>CONFORMITY WITH PLANS AND SPECIFICATIONS</u> .....	20
<u>GP-18</u>	<u>CLARIFICATIONS AND AMENDMENTS TO CONTRACT DOCUMENTS</u> .....	20
<u>GP-19</u>	<u>SUBCONTRACTS</u> .....	21
<u>GP-20</u>	<u>WORKERS, METHODS, AND EQUIPMENT</u> .....	21
<u>GP-21</u>	<u>ACCIDENT PREVENTION, INVESTIGATIONS, AND REPORTING</u> .....	22
<u>GP-22</u>	<u>PRESERVATION AND RESTORATION OF PROPERTY, MONUMENTS, ETC.</u> .....	22
<u>GP-23</u>	<u>PROTECTION OF THE WORK, MATERIALS, AND EQUIPMENT</u> .....	22
<u>GP-24</u>	<u>LAND RIGHTS</u> .....	23
<u>GP-25</u>	<u>UTILITIES</u> .....	23
<u>GP-26</u>	<u>PERMITS</u> .....	23
<u>GP-27</u>	<u>PROJECT SITE CLEAN-UP</u> .....	23
<u>GP-28</u>	<u>OWNER INSPECTION</u> .....	24
<u>GP-29</u>	<u>DUTIES OF RESIDENT PROJECT REPRESENTATIVE</u> .....	24
<u>GP-30</u>	<u>CONSTRUCTION STAKES, LINES, AND GRADES</u> .....	24
<u>GP-31</u>	<u>CONTRACTOR'S RESPONSIBILITY FOR WORK</u> .....	24
<u>GP-32</u>	<u>CONTROL OF SILTATION AND WATER POLLUTION</u> .....	24
<u>GP-33</u>	<u>SANITARY PROVISION</u> .....	25
<u>GP-34</u>	<u>PAYMENT OF TAXES</u> .....	25
<u>GP-35</u>	<u>RADIO AND TELEPHONES</u> .....	25
<u>GP-36</u>	<u>NAVIGATION</u> .....	25
<u>GP-37</u>	<u>OBSTRUCTION TO NAVIGATION</u> .....	25
<u>GP-38</u>	<u>MARINE VESSELS AND MARINE ACTIVITIES</u> .....	26
<u>GP-39</u>	<u>RECORDKEEPING</u> .....	26
<u>GP-40</u>	<u>CERTIFICATES OF COMPLIANCE</u> .....	26
<u>GP-41</u>	<u>SUBMITTALS</u> .....	26
<u>GP-42</u>	<u>MODIFICATIONS TO THE WORK</u> .....	27
<u>GP-43</u>	<u>INCREASES TO CONTRACT PRICE</u> .....	27
<u>GP-44</u>	<u>EXTENSION OF CONTRACT TIME</u> .....	27
<u>GP-45</u>	<u>DEFAULT AND TERMINATION OF CONTRACT</u> .....	28
<u>GP-46</u>	<u>TEMPORARY SUSPENSION OF WORK</u> .....	28
<u>GP-47</u>	<u>NON-CONFORMING AND UNAUTHORIZED WORK</u> .....	29
<u>GP-48</u>	<u>CONTRACTOR'S RIGHT TO TERMINATE CONTRACT</u> .....	29
<u>GP-49</u>	<u>BREACH OF CONTRACT</u> .....	29
<u>GP-50</u>	<u>NO WAIVER OF LEGAL RIGHTS</u> .....	29
<u>GP-51</u>	<u>LIABILITY FOR DAMAGES AND INJURIES</u> .....	29
<u>GP-52</u>	<u>LIABILITY FOR LOSSES BY ACTS OF THE GOVERNMENT</u> .....	30
<u>GP-53</u>	<u>FINAL INSPECTION AND ACCEPTANCE</u> .....	30
<u>GP-54</u>	<u>AS-BUILT DRAWINGS</u> .....	30
<u>GP-55</u>	<u>COMPLETION OF CONTRACT</u> .....	30
<u>GP-56</u>	<u>CONTRACTOR'S GUARANTEE</u> .....	30

## GP-1 DEFINITION OF TERMS

Whenever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs and the titles of other documents or forms.

Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

- 1.1 Acceptance: A written approval from the Engineer which certifies that specific items of work in the Contract have been completed and/or obligations have been fulfilled by the Contractor.
- 1.2 Addenda: Those written or graphic documents which are issued prior to opening of Bids in accordance with the Bidding Requirements and clarify or change the bidding requirements or the proposed Contract Documents.
- 1.3 Agreement: The written and signed agreement between the Owner and Contractor specifying the Work to be performed and includes the Contract Documents, all addenda pertaining to the Bid, Notice of Award, Bonds, Plans, General Provisions, Special Provisions, and Technical Specifications.
- 1.4 Application of Payment: That form which is used by the Contractor to request partial and final payment and is deemed acceptable to the Owner. It shall be accompanied by any supporting documentation required by the Contract Documents.
- 1.5 A.S.T.M.: American Society for Testing and Materials.
- 1.6 Bid: An offer or proposal submitted on the prescribed form setting forth the prices for the Work.
- 1.7 Bidder: The person, association of persons, firm, or corporation submitting a proposal for the Work.
- 1.8 Bidding Requirements: The Advertisement or Invitation to Bid, Instruction to Bidders, Form of Bid Security, if any, and Bid Form with any supplements.
- 1.9 Change Order: A written order which is submitted to the Contractor, signed by the Owner, and authorizes an addition, deletion, or revision in the Work, or an adjustment in the contract price or the contract time issued after the effective date of the Agreement.
- 1.10 Claim: A written demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both or other relief with respect to the terms of the Contract.
- 1.11 Contract: The written Agreement between the Owner and the Contractor which defines the work to be completed and shall be understood to include the Plans, Specifications, Information for Bidders, Agreement, Advertisement For Bidders, Affidavit, Bid Form, Bid Bond, Contract Bond, Notice of Award, Notice to Proceed, and Change Orders, and Claims.
- 1.12 Contract Bond: The approved form of security furnished by the Contractor and Surety for the faithful performance of the Work, and the payment for all labor, materials, and/or obligations incurred by the Contractor in the prosecution thereof.

- 1.13 Contract Documents: The Agreement, all addenda which pertains to the Contract Documents, Bid Documents and specified Attachments accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award, Contractor's Bid when attached as an exhibit to the Agreement, the Bonds (Bid and Performance/Payment), General Provisions, Special Provisions, Technical Specifications, Plans, and all Field or Change Orders issued after the execution of the Agreement. Shop Drawings and other submittals by the Contractor are not Contract Documents.
- 1.14 Contract Price: The monies payable by the Owner to the Contractor for the Work in accordance with the Contract Documents as stated in the Agreement.
- 1.15 Contract Time: The number of calendar days specified in the Agreement for completion of the Work, together with any extensions authorized through change orders.
- 1.16 Contractor: The person, association of persons, firm, or corporation entering into the duly awarded Contract.
- 1.17 Contracting Agency: The Louisiana Office of Coastal Protection and Restoration (OCPD) acting through the Division of Administration.
- 1.18 Day: When any period of time is referred to in the Contract Documents using days, it will be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday, or a legal holiday, that day will be omitted from the computation. A calendar day is measured as twenty-four (24) hour period starting at midnight and ending the following midnight.
- 1.19 Design Report: A written report by the Engineer which provides the design methodology for the Work.
- 1.20 Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective.
- 1.21 Engineer: The Louisiana Department of Natural Resources, Coastal Engineering Division, or its designee.
- 1.22 Equipment: All machinery, implements, and power-tools, in conjunction with the necessary supplies for the operation, upkeep, maintenance, and all other tools and apparatuses necessary for the proper construction and acceptable completion of the Work.
- 1.23 Extension of Contract: Any extension of time for completion of Work beyond the Contract Time which is granted by the Owner, recommended by the Engineer and approved by the Office of State Purchasing in the form of a Change Order.
- 1.24 Federal Sponsor: The federal agency which has been tasked to manage the implementation of the project.
- 1.25 Field Order: A written order issued by the Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.
- 1.26 Resident Project Representative: An authorized representative of the Engineer who is responsible to inspect the Work and materials furnished by the Contractor.
- 1.27 Laboratory: The firm, company, or corporation which is used to test materials and is approved for use by the Engineer.

- 1.28 Laws and Regulations; Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 1.29 Materials: Any substance used in the Work to build structures, but does not include material used in false work or other temporary structures not incorporated in the Work.
- 1.30 Milestone: A principal event specified in the Contract Documents relating to an intermediated completion date or time prior to the Contract Times.
- 1.31 Notice of Award: A written notice to the successful Bidder stating that the Bid has been accepted by the Owner and that the successful Bidder is required to execute the Contract and furnish the Contract Performance Bond.
- 1.32 Notice to Proceed: The written notice to the Contractor by the Owner which provides the starting date for the Contract Time.
- 1.33 Owner: The Owner is the State of Louisiana (State) which acts through the Contracting Agency.
- 1.34 Plans: That part of the Contract Documents prepared or approved by the Engineer which graphically shows the scope, intent, and character of the Work to be completed by the Contractor.
- 1.35 Project Site: The location where the Work is to be performed as stated in the Agreement.
- 1.36 Right-of-way: That entire area reserved for constructing, maintaining, and protecting the proposed improvement, structures, and appurtenances of the Work.
- 1.37 Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portions of the Work will be judged.
- 1.38 Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work to be performed.
- 1.39 Specifications: That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the work to be performed and certain administrative details applicable thereto.
- 1.40 State: The State of Louisiana.
- 1.41 Structures: Bridges, plugs, weirs, bulkheads, berms, dams, levees, and other miscellaneous construction encountered during the Work and not otherwise classified herein.
- 1.42 Subcontractor: Any person, association of persons, firm, or corporation who contracts with the Contractor to perform any part of the project covered by the Contract.
- 1.43 Submittals: Certificates, samples, shop drawings, and all other project data which are submitted to the Engineer in order to verify that the correct products will be installed on the project.
- 1.44 Successful Bidder: The lowest responsible Bidder whom the Owner makes an award.

- 1.45 Special Provisions: That part of the Contract Documents which amends or supplements these General Provisions.
- 1.46 Surety: The corporate body, licensed to do business in Louisiana, bound with and for the Contractor's primary liability, and engages to be responsible for payment of all obligations pertaining to acceptable performance of the Work contracted.
- 1.47 Temporary Structures: Any non-permanent structure required while engaged in the prosecution of the Contract.
- 1.48 Work: All work specified herein or indicated on the Plans.
- 1.49 Work Plan: A written plan by the Contractor that details how the Work will be provided including layout drawings, projected schedule (Initial Progress Schedule), and a list of labor hours, materials, and equipment.

## GP-2 BID REQUIREMENTS

The Contract and Bonds which govern the Work shall be performed in accordance with the Plans, Specifications, and the Louisiana Standard Specifications for Roads and Bridges, 2006 edition. The Bidder understands that all quantities for performing the Work have been estimated by the Engineer, and that the Bid shall be the sum of the quantities multiplied by their respective unit rates. The Contract shall be awarded by the Owner through a comparison of all bids. It is the responsibility of each Bidder before submitting a Bid to:

- 2.1. Examine the Bidding Documents including the Plans and Specifications and any Addenda or related data identified in the Bidding Documents;
- 2.2. Visit the Project Site to become familiar with the local conditions if they are believed to affect cost, progress, or the completion of the Work;
- 2.3. Become familiar and satisfied with all federal, state, and local Laws and Regulations that may affect cost, progress, or the completion of the Work;
- 2.4. Study and correlate all information known to the Bidder including observations obtained from Bidder's visits, if any, to the Project Site, with the Bidding Documents;
- 2.5. Submit a written notice to the Engineer within three (3) days regarding any conflicts, errors, ambiguities, or discrepancies discovered in the Bidding Documents and confirm that the written resolution thereof by the Engineer is acceptable to the Bidder; and
- 2.6. Determine that the Bidding Documents are generally sufficient to convey an understanding of all terms and conditions for completing the required Work.

The submission of a Bid will constitute an incontrovertible representation that the Bidder has complied with every requirement of these Specifications. The Bidder shall comply with all other requirements specified in the Notice to Bidders.

### GP-3 AVAILABILITY OF PLANS AND SPECIFICATIONS

One (1) set of Plans and Specifications shall be furnished to each Bidder. Three (3) sets of the Plans and Specifications shall be furnished to the Contractor upon award of the Contract. Additional sets may be furnished to the Contractor upon request from the Engineering Division of the Office of Coastal Protection and Restoration, 450 Laurel Street, 11th Floor, Baton Rouge, Louisiana 70801.

### GP-4 LAWS, REGULATIONS, STANDARDS, SPECIFICATIONS, AND CODES

Bidders are required to become familiar and remain in compliance with all Federal, State, and local laws, ordinances, and regulations which may affect all employees and execution of the Work. The filing of a bid will be presumptive evidence that the Bidder has complied with this requirement. The Owner will not be responsible for any inaccurate interpretations or conclusions drawn by the Contractor from information and documentation provided by the Owner.

References to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, may not be in effect at the time of opening the Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents. No provision of any such standard, specification, manual, or code, or any instruction of a supplier shall be effective to change the duties or responsibilities of the Owner or Engineer, or any of their Subcontractors, consultants, agents, or employees from those set forth in the Bid Documents. No such provision shall be effective to assign to the Owner or Engineer, or any of their consultants, agents, or employees any duty or authority to supervise or direct the performance of the Contractor's obligations or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

The Contractor shall indemnify the Owner and its representatives against any claim or liability arising from all violations of any laws, bylaws, ordinances, codes, regulations, orders, or decrees. The obligations imposed by these specifications are in addition to and are not to be construed in any way as a limitation of any rights available to the Engineer or Owner which are otherwise imposed by any laws or regulations or other provisions within the Contract Documents.

### GP-5 PRE-BID CONFERENCE AND SITE VISIT

A Pre-Bid conference will be held at the location and on the date provided in the Bid Solicitation. A site visit may also be held at the Project Site as specified in the Bid Solicitation or at the Pre-Bid conference. Bidders will be required to furnish their own transportation to the Project Site. Representatives of the Owner and Engineer will attend the Pre-Bid conference and site visit, if held, to discuss the Work. **Bidders are required to attend the Pre-Bid conference and site visit, if held.** Failure to attend will result in a null or void Bid.

All questions shall be in writing and faxed to the Office of State Purchasing (OSP) after the Pre-Bid conference and by the due date announced at the Pre-Bid conference. No additional questions shall be received after the specified pre-bid conference submittal deadline. Oral statements will not be binding or legally effective. The Office of State Purchasing will submit addenda in response to all questions arising at the Pre-Bid Conference and site visit to all prospective Bidders on record. All prospective Bidders on record may contact the Office of State Purchasing for any additional information.

## GP-6 NOTICE OF AWARD

The Owner shall provide written notice to the Successful Bidder stating that the Owner will sign and deliver the Agreement upon compliance with the conditions enumerated therein and within the time specified.

## GP-7 NOTICE TO PROCEED AND CONTRACT TIME

The Contractor shall start the Work and begin the Contract Time on the dates provided in the Notice to Proceed. The Work shall be conducted using sufficient labor, materials, and equipment as necessary to ensure completion within the Contract Time. The Contract Time for completion of the Base Bid for the Work is provided in Special Provisions, unless an extension is granted to the Contract Time as specified in GP-44.

## GP-8 WORK PLAN

The Contractor shall develop a written Work Plan which accounts for all of the construction activities required by the Contract Documents. The Work Plan shall include a list of the individual construction tasks to be completed and the estimated dates for beginning and completing the tasks. It shall also include all other items which are applicable to completing the Work such as, but not limited to, the following:

- 8.1 Typical report form for the Bi-Weekly Progress Meeting;
- 8.2 Typical form for Daily Progress Report;
- 8.3 Hurricane and Severe Storm Plan;
- 8.4 Site-specific Health and Safety Plan;
- 8.5 The delivery method and source(s) of all construction materials (company or producer name, mailing and physical address, phone number, and name of contact person).
- 8.6 The personnel, material, subcontractors, fabricators, suppliers, types of equipment, and equipment staging areas the Contractor proposes to use for construction;
- 8.7 Shop drawings, test results, and sample submittals;
- 8.8 Survey layout and stakeout;
- 8.9 All supplemental items specified in Special Provisions.

The Work Plan shall be submitted to the Engineer prior to the Pre-Construction Conference by the date provided in Special Provisions. The Engineer shall review the Work Plan and have the Contractor make any necessary revisions prior to acceptance of the plan. **No payment for mobilization will be made until the Work Plan has been accepted by the Engineer.**

## GP-9 PROGRESS SCHEDULE

The Contractor shall develop a written Progress Schedule which provides for an orderly progression of the Work, submittals, tests, and deliveries in order to complete the Work within the specified Milestones and Contract Time. All of the items listed in the Work Plan shall be integrated into the Progress Schedule. The format of the schedule shall be composed using Microsoft Project®, or any other software deemed acceptable



by the Engineer. It shall be updated weekly by the Contractor, at a minimum. The Progress Schedule shall also include, but not be limited to the following:

- 9.1 All of the elements in the Work Plan, including updates;
- 9.2 A work order issued from Louisiana One Call ordering all their subscribers in the project area to mark their utilities;
- 9.3 A telephone log verifying that all property owners and utilities have been contacted. This log should list the time, date, and names of the personnel representing the property owners, utilities, and Contractor;

The following table defines the monthly anticipated adverse weather days that are expected to occur during the Contract Time and will constitute the baseline monthly weather time for evaluations. The schedule is based upon National Oceanic and Atmospheric Administration (NOAA) or similar data for the regional geographic area.

Monthly Anticipated Adverse Weather Calendar Days											
Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.
5	5	4	4	4	5	7	7	5	3	3	4

The Progress schedule must reflect these anticipated adverse weather delays on all weather dependent activities. Adverse weather days must prevent Work for fifty percent (50%) or more of the work day and delay work critical to the timely completion of the project. The number of actual adverse weather days shall be calculated chronologically from the first to the last day of each month.

The Progress Schedule shall be submitted to the Engineer prior to the Pre-Construction Conference by the date provided in Special Provisions. The Engineer shall perform a review and have the Contractor make any necessary revisions prior to acceptance of the schedule. Acceptance will not impose responsibility on the Owner or Engineer for the sequencing, scheduling, or progression of the Work. The Contractor is fully responsible for progression of the Work in order to maintain the compliance with the Progress Schedule.

## GP-10 DAILY PROGRESS REPORTS

The Contractor shall record the following daily information on Daily Progress Reports:

- 10.1 Date and signature of the author of the report;
- 10.2 Dollar amount of all bid items that are fabricated, installed, backfilled, pumped, constructed, damaged, replaced, etc. The amount of material shall be expressed in the units stated in the bid;
- 10.3 Field notes of all surveys;
- 10.4 Notes on all inspections;
- 10.5 Details of Health and Safety meetings;
- 10.6 A brief description of any Change Orders, Field Orders, Claims, Clarifications, or Amendments;
- 10.7 Condition of all navigation aides (I.E., warning signs, lighted marker buoys) and any repairs performed on them;

- 10.8 Weather conditions (adverse weather day, wind speed and direction, temperature, wave height, precipitation, etc.);
- 10.9 The amount of time lost to severe weather or personnel injury, etc;
- 10.10 Notes regarding compliance with the Progress Schedule;
- 10.11 Visitor log (Instructions for format will be furnished by the Field Engineer).

The daily progress reports shall be submitted to the Engineer at the Bi-Weekly Progress Meetings specified in GP-13 in both hard copy and digital format (Adobe Acrobat® Format, or approved equal). The typical form for Daily Progress Reports shall be developed by the Contractor and incorporated into the Work Plan.

## **GP-11 HURRICANE AND SEVERE STORM PLAN**

The Contractor shall develop and maintain a written Hurricane and Severe Storm Plan. The Plan shall include, but not be limited to, the following:

- 11.1 What type of actions will be taken before storm strikes at the Project Site. The plan should specify what weather conditions or wave heights will require shutdown of the Work and removal of equipment, personnel, etc.
- 11.2 Notes from continuous monitoring of NOAA marine weather broadcasts and other local commercial weather forecasts.
- 11.3 Equipment list with details on their ability to handle adverse weather and wave conditions.
- 11.4 List of safe harbors or ports and the distance and travel time required to transfer equipment from the Project Site.
- 11.5 Hard copies of any written approvals or operations schedules associated with the use of the safe harbors or ports.
- 11.6 Method of securing equipment at the safe harbors or ports.
- 11.7 List of tug boats and work boats and their respective length, horsepower, etc. which will adequately transfer the equipment to safe harbor or port under adverse weather conditions.
- 11.8 Methods which will be used to secure equipment left onsite during adverse weather conditions.
- 11.9 Evacuation or immediate reaction plans to be taken by personnel for sudden storm occurrences.
- 11.10 Operations procedures which will be used to secure critical dredging equipment such as spuds, swing wires, anchor wires, or tugs during adverse weather conditions.
- 11.11 Communications protocol with local law enforcement and fire and rescue agencies.

The Contractor shall incorporate the Hurricane and Severe Storm Plan into the Work Plan. The Owner and Engineer are not responsible for the adequacy of this plan.

## **GP-12 HEALTH, SAFETY PLAN, AND INSPECTIONS**

The Contractor shall develop and maintain a written Health and Safety Plan which allows the Work to be performed in compliance with all applicable laws, ordinances, rules, and regulations of any government agency having jurisdiction over the safety of personnel or property. This includes maintaining compliance with the Code of Federal Regulations, Title 29, Occupational Safety and Health Administration (OSHA) and all applicable Health and Safety Provisions of the State of Louisiana.

The Contractor shall institute a daily inspection program to assure that the requirements of the Health and Safety Plan are being fulfilled. Inspections shall include the nature of deficiencies observed, corrective action taken or to be taken, location of inspection, date, and signature of the person responsible for its contents. The results of the inspections shall be recorded on Daily Progress Reports and kept at the Project Site during the Work.

The Contractor shall incorporate the Health and Safety Plan into the Work Plan. The Owner and Engineer are not responsible for the adequacy of this plan.

## **GP-13 PROGRESS REPORT AND SCHEDULED MEETINGS**

The Engineer shall schedule meetings to review the progress of the Work, coordinate future efforts, discuss compliance with the Progress Schedule and resolve miscellaneous problems. The Engineer or Resident Project Representative, Contractor, and all Subcontractors actively working at the Project Site shall attend each meeting. Representatives of suppliers, manufacturers, and other Subcontractors may also attend at the discretion of the Contractor. The Contractor shall record the details of each meeting in a Progress Report. The format of this report shall be developed by the Contractor, approved by the Engineer, and included in the Work Plan. The progress meetings and reports shall be scheduled according to the Special Provisions.

## **GP-14 PRE-CONSTRUCTION CONFERENCE**

A Pre-Construction Conference shall be held by the Contractor, Owner, Engineer, local stakeholders, and other appropriate personnel prior to starting construction on the date specified in the Special Provisions. This conference shall serve to establish a mutual understanding of the Work to be performed, the elements of the Progress Schedule and Work Plan, expectations for bi-weekly progress meetings, the Plans and Specifications, processing Applications for Payment, and any other items of concern. If any subcontractors are not present, another pre-construction conference will be required.

## **GP-15 CONTRACT INTENT**

The Bid Documents are complementary; what is called for by one is as binding as if called for by all. Clarifications and interpretations or notifications of minor variations and deviations of the Contract Documents will be issued by Engineer as provided in these Specifications. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Bid Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided at no additional cost to the Owner.

## **GP-16 ENGINEER AND AUTHORITY OF ENGINEER**

The Engineer will be the designated representative of the Owner, the initial interpreter of the Contract Documents and the judge over acceptability of all the Work. Claims, disputes, and other matters relating to the acceptability of the Work, performance by the Contractor or the interpretation of the requirements of the Contract Documents must be submitted to the Engineer in writing. Upon written request from the Contractor,

the Engineer shall issue written clarifications or interpretations which are consistent with the overall intent of the Contract Documents. Such written clarifications and interpretations will be binding on the Owner and the Contractor. Either the Owner or the Contractor may make a Claim if a written clarification or interpretation justifies an adjustment in the Contract Price or Contract Times.

The Engineer has the authority to suspend the Work in whole or in part due to failure of the Contractor to correct conditions unsafe for workmen or the general public, carry out provisions of the Contract, perform conformance work, or to carry out orders. The Engineer shall submit a written order to the Contractor for work which must be suspended or resumed. Nothing in this provision shall be construed as establishing responsibility on the part of the Engineer for safety which is the responsibility of the Contractor.

The Engineer or Resident Project Representative shall keep a daily record of weather and flood conditions and may suspend the Work as deemed necessary due to periods of unsuitable weather, conditions considered unsuitable for execution of the Work, or for any other condition or reason deemed to be in the public interest.

#### **GP-17 CONFORMITY WITH PLANS AND SPECIFICATIONS**

All work and materials involved with the Work shall conform with the lines, grades, cross sections, dimensions, and other requirements shown on the Plans or indicated in these Specifications unless otherwise approved by the Engineer.

#### **GP-18 CLARIFICATIONS AND AMENDMENTS TO CONTRACT DOCUMENTS**

The Contract Documents may be clarified or amended by the Engineer to account for additions, deletions, and revisions to the Work after the Effective Date of the Agreement. The clarifications and amendments shall be addressed by either a Change Order or a written clarification by the Engineer. The Contractor shall not proceed with the Work until the Change Order or clarification has been issued by the Engineer. The Contractor shall not be liable to the Owner or Engineer for failure to report any such discrepancy unless the Contractor had reasonable knowledge.

The Contractor may request a clarification or amendment for the following:

- 18.1 Any conflict, error, ambiguity, or discrepancy within the Contract Documents; or
- 18.2 Any conflict, error, ambiguity, or discrepancy between the Bid Documents and the provision of any Law or Regulation applicable to the performance of the Bid; or
- 18.3 Any standard, specification, manual, or code (whether or not specifically incorporated by reference in the Bid Documents); or
- 18.4 Instructions by a supplier.

The official form for a written clarification is provided in Appendix B. This form shall be filled out appropriately by the Contractor and submitted to the Engineer. The Engineer shall clarify the issue in writing on either the clarification form or a Change Order and submit it to the Contractor.

## GP-19 SUBCONTRACTS

The Contractor shall provide the names of all Subcontractors to the Engineer in writing before awarding any Subcontracts. The Contractor shall be responsible for the coordination of the trades and Subcontractors engaged in the Work. The Contractor is fully responsible to the Owner for the acts and omissions of all the Subcontractors. The Owner and Engineer will not settle any differences between the Contractor and Subcontractors or between Subcontractors. The Contractor shall have appropriate provisions in all Subcontracts to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents, as applicable to the Work of Subcontractors. The provisions should provide the Contractor the same power regarding termination of Subcontracts that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

## GP-20 WORKERS, METHODS, AND EQUIPMENT

The Contractor shall provide competent, qualified, and trained personnel to perform the Work. The Contractor shall not employ any person found objectionable by the Engineer. Any person employed by the Contractor or any Subcontractor who, in the opinion of the Engineer, does not perform the Work in a proper, skillful, and orderly manner shall be immediately removed upon receiving a written order by the Engineer. The Engineer may also suspend the Work until the Contractor removes the employee or provides a suitable replacement. Such an employee shall not be re-employed in any portion of the Work without written approval from the Engineer.

The on-site superintendent for the Contractor shall be competent, English-speaking, and qualified to receive orders, supervise, and coordinate all Work for the Contractor and any Subcontractors. The qualifications of the superintendent must be established and approved by the Engineer prior to commencement of the Work. The superintendent shall be furnished by the Contractor regardless of how much Work may be sublet. In the performance of the Work under this Contract, the Contractor shall conduct operations to avoid interference with any other Contractors.

All equipment, products, and material incorporated into the Work shall be as specified, or if not specified, shall be new, of good quality, and protected, assembled, used, connected, applied, cleaned, and conditioned in accordance with the manufacturer's instructions, except as otherwise may be provided in the Bid Documents. All equipment shall be of sufficient size and mechanical condition to meet the requirements of the Work and produce a satisfactory quality of work. Equipment shall not damage adjacent property throughout the performance of the Work. The Plant and Equipment Schedule should be completed by the Contractor.

The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures used to complete the Work in conformance with the Contract Documents.

The Contractor shall obtain permission from the Engineer if a method or type of equipment other than specified in the Contract is desired. The request shall be in writing and shall include a full description of the methods, equipment proposed, and reasons for the modification. A proposed item of material or equipment may be considered by the Engineer to be functionally equal to an item specified in the Contract if:

- 20.1 It is at least equal in quality, durability, appearance, strength, and design characteristics;
- 20.2 There is no increase in any cost including capital, installation, or operating to the Owner;
- 20.3 The proposed item will conform substantially, even with deviations, to the detailed requirements of the item named in the Bid Documents.

If, after trial use of the substituted methods or equipment, the Engineer determines that the Work produced does not meet Contract requirements, the Contractor shall discontinue use of the substituted methods or equipment and shall complete the Work with the specified methods and equipment. The Contractor shall remove the deficient Work and replace it with Work of specified quality or take other corrective action as directed. No change will be made in basis of payment for construction items involved or in Contract Time as a result of authorizing a change in methods or equipment.

#### **GP-21 ACCIDENT PREVENTION, INVESTIGATIONS, AND REPORTING**

The Contractor shall be responsible to develop and maintain all safeguards and safety precautions necessary to prevent damage, injury, or loss throughout the performance of the Work. All accidents at the Project Site shall be investigated by the immediate supervisor of employee(s) involved and reported to the Engineer or Resident Project Representative within one (1) working day. A complete and accurate written report of the accident including estimated lost time days shall be submitted to the Engineer within four (4) calendar days. A follow-up report shall be submitted to the Engineer if the estimated lost time days differ from the actual lost time days.

#### **GP-22 PRESERVATION AND RESTORATION OF PROPERTY, MONUMENTS, ETC.**

The Contractor shall comply with all applicable laws, ordinances, rules, and regulations of any government agency having jurisdiction over the preservation and protection of public and private property. The Contractor shall install and maintain suitable safeguards and safety precautions during the Work as necessary to prevent damage, injury, or loss to property. This responsibility shall remain with the Contractor until the Work has been completed and accepted. Any damage, injury, or loss to property which is caused by the Contractor or Subcontractors shall be repaired or replaced at the expense of the Contractor.

The Contractor shall protect all land monuments, State and United States bench marks, geodetic and geological survey monuments, and property markers from disturbance or damage until an authorized agent has witnessed or otherwise referenced their location. The Contractor shall also provide protection for all public and private property including trees, utilities, pipes, conduits, structures, etc. These items shall not be removed unless directed by the Engineer.

The Contractor shall be responsible to completely repair all damages to public or private property due to any act, omission, neglect, or misconduct in the execution of the Work unless it is due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, public enemies, or governmental authorities. The damage must be repaired at the expense of the Contractor before final acceptance of the Work can be granted by the Engineer. If the Contractor fails to repair the damage within forty-eight (48) hours, the Owner may independently proceed with the repairs at the expense of the Contractor by deducting the cost from the Contract. If the Contractor cannot provide for the cost of repairs, the Surety of the Contractor shall be held until all damages, suits, or claims have been settled.

#### **GP-23 PROTECTION OF THE WORK, MATERIALS, AND EQUIPMENT**

It shall be the responsibility of the Contractor to protect the Work, materials, and equipment from damages or delays due to inflows, tidal rise, and storm water runoff which may occur at the Project Site. The Owner shall not be held liable or responsible for these types of delays or damages.

## GP-24 LAND RIGHTS

The Owner has been granted all of the temporary easements, servitudes, and right-of-way agreements from public and private landowners in order to perform the Work. A land rights memorandum which lists all known responsible contacts and required stipulations is provided in Appendix B. The Contractor is responsible to notify all of the contacts and abide by stipulations listed in that memorandum.

## GP-25 UTILITIES

The Owner has been granted all of the temporary easements, servitudes, and right-of-way agreements from public and private utilities in order to perform the Work. The utilities include, but are not limited to telephone, telegraph, power poles or lines, water or fire hydrants, water or gas mains and pipelines, sewers, conduits, and other accessories or appurtenances of a similar nature which are fixed or controlled by a city, public utility company or corporation.

The Contractor shall conduct the Work in such a manner as to cooperate and minimize inconveniences with utilities. Prior to commencement of the Work, the Contractor is responsible to notify all of the utilities and abide by stipulations required by the utility company(s). The Contractor shall also call A Louisiana One Call® at 1-800-272-3020 a minimum of 5 working days prior to construction to locate existing utilities at the Project Site.

Any damage to utilities that is caused by the Contractor within the Project Site shall be repaired at the expense of the Contractor. The Owner will not be responsible for any delay or damage incurred by the Contractor due to working around or joining the Work to utilities left in place or for making adjustments.

Any unidentified pipes or structures which may be discovered within the limits of the Project Site shall not be disturbed and shall be reported to the Engineer as soon as possible. Construction or excavation shall not be performed around unidentified utilities without prior approval from the Engineer.

## GP-26 PERMITS

Federal and State permits that are required to perform the Work, such as the Department of the Army Permit, Coastal Use Permit, LDEQ Clean Water Permit, LDWF Fill Material License, and LADOTD highway crossing permit have been secured by the Owner. Permit conditions (MVN-2008-0345-EFF) affecting the construction processes have been included in these Specifications. Copies of these permits will be provided to the Contractor at the pre-construction conference. These permits will not relieve the responsibility of the Contractor from obtaining any additional permits which may be needed to complete the Work. Copies of any special permits that are obtained by the Contractor must be submitted to the Owner. The Contractor shall conform to the requirements therein and display copies of the permits in a public setting at the Project Site at all times.

## GP-27 PROJECT SITE CLEAN-UP

The Contractor shall keep the Project Site free from accumulations of waste material or trash at all times. All trash and waste materials shall be removed by the Contractor and disposed off-site in an approved waste disposal facility. In addition, all equipment, tools, and non-conforming work shall also be removed prior to the Work being accepted. No materials shall be placed outside of the Project Site.

## **GP-28 OWNER INSPECTION**

The Owner, Resident Project Representative, and Federal Sponsor shall have the right to perform reasonable inspections and testing of the Work at the Project Site. Access shall be granted to the entire Project Site including all materials intended for use in the Work. The Contractor shall allow reasonable time for these inspections and tests to be performed. The inspections shall not relieve the Contractor from any obligation in accordance with the requirements of the Contract.

The Owner shall notify the Contractor prior to all tests, inspections, and approvals of the Work which are to be conducted at the Project Site. The Owner shall also provide the Contractor with the written results of all inspections and tests. Inspections, tests, or Payments made by the Owner shall not constitute acceptance of non-conforming Work of prejudice the Owner's rights under the Contract.

## **GP-29 DUTIES OF RESIDENT PROJECT REPRESENTATIVE**

A Resident Project Representative shall be assigned by the Engineer to the Project Site to observe the Contractor and monitor the progress and manner in which the Work is being performed. The Resident Project Representative will also report to the Engineer and Contractor whenever materials or Work fail to comply with the Contract. The Resident Project Representative is authorized to reject any materials or suspend work which does not comply with the Contract until the issue is resolved by the Engineer.

However, the Resident Project Representative is not authorized to revoke, alter, enlarge, relax, or release any requirements of the Contract, or to approve or accept any portion of the Work, or to issue instructions contrary to the Plans and Specifications. The Resident Project Representative shall not manage or perform duties for the Contractor.

## **GP-30 CONSTRUCTION STAKES, LINES, AND GRADES**

The Engineer shall direct the Contractor to all control points necessary for setting stakes and establishing lines and grades as shown on the Plans. The Contractor shall be responsible for laying out all of the Work. All layouts shall be witnessed and verified by the Engineer or Resident Project Representative prior to beginning the Work. The Contractor shall be responsible for proper execution of the Work according to the layouts after receiving verification from the Engineer.

The Contractor shall be responsible for furnishing and maintaining stakes such that the Work can be verified for acceptance. The Engineer may suspend the Work at any time if it cannot be adequately verified due to the number, quality, or condition of the stakes.

## **GP-31 CONTRACTOR'S RESPONSIBILITY FOR WORK**

The Contractor shall execute all items covered by the Contract, and shall furnish, unless otherwise definitely provided in the Contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to complete the Work. The Contractor shall pay constant attention to the progress of the Work and shall cooperate with the Engineer in every way possible. The Contractor shall maintain a complete copy of the Contract at all times, including the Plans, Specifications, and any authorized modifications.

## **GP-32 CONTROL OF SILTATION AND WATER POLLUTION**

The Contractor shall comply with all applicable Federal and State regulations and statutes relating to the prevention and abatement of pollution in the performance of the Contract. The Contractor shall conduct the



Work in a manner that will not cause damaging concentrations of silt or pollution to water. The Contractor shall prevent fuels, oils, bituminous materials, chemicals, sewage, or other harmful contaminants from entering the land or water.

### **GP-33 SANITARY PROVISION**

The Contractor shall provide and maintain sanitary accommodations for use by all employees and Subcontractors. Facilities shall comply with the requirements of the Louisiana State Board of Health and Hospitals and other authorities having jurisdiction. Committing public nuisance on the Project Site is prohibited.

### **GP-34 PAYMENT OF TAXES**

The Contractor shall be responsible for all taxes and duties that maybe levied under existing State, Federal, and local laws during the completion of the Work. The Owner will presume that the amount of such taxes is included in the unit prices bid by the Contractor and will not provide additional reimbursement.

### **GP-35 RADIO AND TELEPHONES**

The Contractor shall furnish and maintain radio and telephone equipment throughout the Contract Time which will allow communication between the Contractor and the Engineer or Resident Project Representative.

### **GP-36 NAVIGATION**

All marine vessels shall comply with the following Federal Laws and Regulations:

36.1 The International Navigational Rules Act of 1977 (Public Law 95-75, 91 Stat. 308, or 33 U.S.C. 1601-1608); and

36.2 The Inland Navigation Rules Act of 1980 (Public Law 96-591, 94 Stat. 3415, 33 U.S.C. 2001-2038).

These rules can be found on the Internet at:

<http://www.navcen.uscg.gov/mwv/navrules/navrules.htm> . All marine vessels shall display the lights and day shapes required by Part C- Lights and Shapes of the Inland Navigation Rules. The location, type, color, and size of the lights and day shape shall be in accordance with Annex I - Positioning and Technical Details of Lights and Shapes. Any vessel engaged in dredging is considered a "Vessel restricted in her ability to maneuver" and shall display all the lights and shapes required in Rule 27, "Vessel Not Under Control."

### **GP-37 OBSTRUCTION TO NAVIGATION**

The Contractor shall minimize all obstructions to navigation in compliance with pertinent U. S. Coast Guard regulations while conducting the Work. The Contractor shall promptly move any floating equipment or marine vessels which obstruct safe passage of other marine vessels. Upon completion of the Work, the Contractor shall remove all marine vessels and other floating equipment such as temporary ranges, buoys, piles, and other marks or objects that are not permanent features of the Work.

## **GP-38 MARINE VESSELS AND MARINE ACTIVITIES**

All marine vessels operated by the Contractor shall possess a valid United State Coast Guard (USCG) inspection certificate and current American Bureau of Shipping (ABS) Classification. All officers and crew shall possess valid USCG licenses as required by USCG regulations. These certificates, classifications, and licenses shall be posted in a public area on board each vessel.

All marine vessels not subject to USCG certification or ABS Classification shall be inspected annually by a marine surveyor accredited by the National Association of Marine Surveyors (NAMS) or the Society of Accredited Marine Surveyors (SAMS). All inspections shall be documented using an appropriate report format. At a minimum, the inspections shall evaluate the structural integrity of the vessel and comply with the National Fire Protection Association Code No. 302- Pleasure and Commercial Motor Craft. The most recent inspection report shall be posted in a public area on board each vessel.

## **GP-39 RECORDKEEPING**

The Contractor shall maintain orderly records of the Progress Schedule, Daily Progress Reports, Progress Meetings, correspondence, submittals, reproductions of original Contract Documents, Change Orders, Field Orders, certificates, additional drawings issued subsequent to the executed Contract, clarifications and interpretations of the Contract Documents by the Engineer, and other related documents at the Project Site until all of the Work is accepted by the Engineer.

## **GP-40 CERTIFICATES OF COMPLIANCE**

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in three (3) copies. Each certificate shall be certified by an authorized agent of the supplying company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date of shipment. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the testing date. The Contractor shall also certify that all materials and test reports conform to the requirements of the Contract. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material if the material is tested and determined to be in nonconformance.

## **GP-41 SUBMITTALS**

The Contractor shall review all Submittals for compliance with the requirements of the Contract prior to delivery to the Engineer. Each Submittal shall contain a signed statement by the Contractor that it complies with the Contract requirements with any exceptions explicitly listed. The Contractor shall comply with these requirements for Submittals from Subcontractors, manufacturers, and suppliers.

All Submittals shall include sufficient data to demonstrate that the requirements of the Contract are met or exceeded. All submittals shall be legible and marked with the project title and clearly identify the item submitted. Each submittal package shall include an itemized list of the items submitted.

All Submittals shall be reviewed within fourteen (14) days after being received by the Engineer. The Contractor shall allow the Engineer sufficient time for review, corrections, and resubmission of all Submittals prior to beginning the associated Work. The Contract Time shall not be extended based on incorrect or incomplete Submittals.

## **GP-42 MODIFICATIONS TO THE WORK**

The Engineer may authorize modifications, additions, or deductions to the Work using Change Orders, Field Orders, or Written Amendments. The requirements and stipulations of these documents shall be binding on the Owner and Contractor throughout the remainder of the Contract.

## **GP-43 INCREASES TO CONTRACT PRICE**

The Contractor is expected to complete the Work according to the Contract Price specified in the Bidding Documents. Under certain circumstances, the Contractor may request for a legitimate increase to the Contract Price using a Claim. The Claims shall justify the request for an increase in Contract Price by providing supporting data and calculations. The Claim must be submitted to the Engineer in writing within fourteen (14) days after the event occurs which necessitates the increase in Contract Price. If an increase in Contract Price involves an extension of Contract Time, both claims shall be submitted together. The Engineer reserves the right to accept, deny, or negotiate the Claim. If the Claim is accepted, the Engineer shall issue a Change Order. Where a change order is negotiated, the Contractor shall fully document and itemize costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit, and overhead. The requirements and stipulations of the Change Order shall be binding on the Owner and Contractor throughout the remainder of the Contract.

The increase in Contract Price shall be determined by the following:

43.1 By application of the unit prices in the Contract to the quantities of the items involved; or

43.2 By mutual acceptance between the Owner and Contractor of a lump sum.

If the Contractor is prevented from completing the Work according to the Contract Price due to the Owner, the Contractor may be entitled to any reasonable and necessary addition of cost as determined by the Engineer. Neither the Owner nor the Contractor shall be entitled to any damages arising from events or occurrences which are beyond their control, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, acts of war, and other like matters. The provisions of this section exclude recovery for damages caused by the Contractor and compensation for additional professional services by either party.

## **GP-44 EXTENSION OF CONTRACT TIME**

The Contractor is expected to complete the Work within the Contract Time specified in the Bidding Documents. A legitimate increase of the Contract time may be requested by the Contractor throughout the course of the Work. This Claim must be submitted to the Engineer in writing within fourteen (14) days of the event which caused the time delay to the Contractor. If an extension of Contract Time involves an increase in Contract Price, both claims shall be submitted together. The Contractor shall justify the increase of the Contract Time in the Claim using supporting data and calculations. The Engineer may deny the claim if there is insufficient information to make a determination. If the Claim is approved, the Engineer shall issue a Change Order within thirty (30) days of the Claim. The Contract Time shall be increased on a basis that is commensurate with the amount of additional or remaining Work. For example, the Contract Time can be increased where the number of actual adverse weather days exceeds the number of days estimated in the Contract.

## GP-45 DEFAULT AND TERMINATION OF CONTRACT

The Owner shall submit a written notice to the Contractor and Surety which justifies placement of the Contractor in default if:

- 45.1.1 The Work is not begun within the time specified in the Notice to Proceed; or
- 45.2 The Work is performed with insufficient workmen, equipment, or materials to assure prompt completion; or
- 45.3 The Contractor performs unsuitable, neglected or rejected work, refuses to remove materials; or
- 45.4 The Work is discontinued; or
- 45.5 The Work is not completed within the Contract Time or time extension; or
- 45.6 Work is not resumed within a reasonable time after receiving a notice to continue; or
- 45.7 The Contractor becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- 45.8 The Contractor allows any final judgment to stand unsatisfied for a period of ten (10) days; or
- 45.9 The Contractor makes an assignment for the benefit of creditors; or
- 45.10 The Work is not performed in an acceptable manner.

If the Contractor or Surety does not remedy all conditions cited in the written notice within ten (10) days after receiving such a notice, the Contractor will be in default and the Owner shall remove the Contractor from the Work. If the Contractor is placed into default, the Owner may obtain the necessary labor, materials, and equipment or enter into a new Agreement and Contract in order to complete the Work. All costs incurred by the Owner for completing the Work under the new Contract will be deducted from the payment due the Contractor. If the expense exceeds the sum payable under the Contract, the Contractor and Surety shall be liable to pay the Owner the difference.

## GP-46 TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to temporarily suspend the Work in whole or in part. A Field Order shall be issued to the Contractor for any of the Work that is suspended for periods exceeding one (1) calendar day. The Field Order shall include the specific reasons and details for the suspension. The Contract Time shall not be extended if the Work is suspended due to failure by the Contractor to comply with a Field Order or with the Plans and Specifications. If the Work is suspended in the interest of the Owner, the Contractor shall make due allowances for the lost time.

#### **GP-47 NON-CONFORMING AND UNAUTHORIZED WORK**

Work not conforming to the Plans, Specifications, Field Orders, or Change Orders shall not be accepted for payment. Unacceptable or unauthorized work shall be removed and replaced in an acceptable manner at the expense of the Contractor in order to obtain final acceptance of the Work.

#### **GP-48 CONTRACTOR'S RIGHT TO TERMINATE CONTRACT**

The Contractor may terminate the Contract or Work and recover payment from the Owner for labor and materials if the Work is stopped through no act or fault of the Contractor for more than three (3) months. For example, such an occurrence could be caused by a court order or other public authority. In any case, the Contractor shall submit a written notice to the Engineer at the beginning of the occurrence, and a written Claim to the Owner at the end of the occurrence.

#### **GP-49 BREACH OF CONTRACT**

The Owner shall submit a written Claim to the Contractor regarding any breach of the Contract. The Contractor must provide a written response to the Owner regarding the breach of Contract within ten (10) days after the Claim. This response must provide either an admission to the Claim or a detailed denial based on relevant data and calculations. The failure of the Contractor to provide a proper response within ten (10) days shall result in justification of the Claim by default.

#### **GP-50 NO WAIVER OF LEGAL RIGHTS**

The Owner shall not be prevented from recovering costs from the Contractor, Surety, or both due to failure of the Contractor to fulfill all of the obligations under the Contract. If a waiver is provided to the Contractor for a breach of Contract by the Owner, it shall not apply to any other breach of Contract. Final acceptance of the Work shall not prevent the Owner from correcting any measurement, estimate, or certificate. The Contractor shall be liable to the Owner without prejudice to the terms of the Contract or any warranty for latent defects, fraud, or gross negligence.

#### **GP-51 LIABILITY FOR DAMAGES AND INJURIES**

To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner, Engineer, and their affiliates from claims, costs, losses, demands, and judgments (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by negligence of the Contractor or the Contractor's affiliates under this Contract, provided that it results in bodily injury, sickness, disease, or death, or in injury to or destruction of tangible property including the loss of use resulting there from.

The indemnification obligations of the Contractor shall not extend to the liability of the Owner, Engineer, and their affiliates arising out of the preparation or approval of the Plans, Specifications, maps, opinions, reports, surveys, or Change Orders, or for providing directions or instructions which are the primary cause of the injury or damage.

Should the Owner or Contractor suffer from any injury or damage due to an error, omission, or act of the other party or their legally liable affiliates, a written Claim shall be submitted to the other party within ten (10) days. The Claim shall provide all details regarding the injury or damage, the results of any investigations, and the action to be taken to prevent any reoccurrence.

## **GP-52 LIABILITY FOR LOSSES BY ACTS OF THE GOVERNMENT**

The Owner shall not be liable for any loss or damage suffered by the Contractor arising out of a cessation of Work under this Contract due to any act or order of any local, state, or federal government agency. If this cessation occurs, the Contractor may request an extension of the Contract Time according to the provisions in GP-44.

## **GP-53 FINAL INSPECTION AND ACCEPTANCE**

The Engineer, Owner, and Contractor shall perform a final inspection after receiving written notice from the Contractor that all of the Work is complete. If the Work is determined to be unsatisfactory, the Engineer shall notify the Contractor in writing of the deficiencies and recommended corrective actions.

Unfulfilled work or damages caused by the negligence of the Contractor or Subcontractors shall be repaired or corrected at the expense of the Contractor. All other damages to the Work which received previous acceptance by the Engineer shall be repaired at the expense of the Owner. Upon completion of the repairs or corrections, the Engineer, Owner, and Contractor shall perform another inspection. The Engineer shall submit a written notice of acceptance to the Owner after the Work has been determined to be satisfactorily completed according to the Contract.

## **GP-54 AS-BUILT DRAWINGS**

The Contractor shall submit all originals and copies of the As-Built Drawings to the Engineer for review and acceptance in accordance with the Special Provisions. The As-Built Drawings shall provide complete data for quantities, dimensions, specified performance and design criteria, and similar items which clearly represent the services, materials, and equipment the Contractor has provided. All revision sheets shall be clearly stamped with the words "As-Built".

## **GP-55 COMPLETION OF CONTRACT**

Completion of the Contract requires all of the Work to be complete, inspected by the Engineer, accepted by the Owner as recommended by the Engineer, and after, final payment is made. After the Contract is complete, the Contractor will then be released from further obligation except as set forth in the Contract Bond and Contractor's Guarantee.

## **GP-56 CONTRACTOR'S GUARANTEE**

The Contractor is obligated to provide a written guarantee to the Owner that all of the Work conforms to the Contract Documents. The Work shall be guaranteed to survive for a minimum period of 1 year after final acceptance, unless otherwise specified in the Technical Specifications.

56.1 The guarantee shall include:

- 56.1.1 A written warranty by the manufacturer for each piece of installed project equipment or apparatus furnished under the Contract.
- 56.1.2 Any necessary repair or replacement of the warranted equipment during the guarantee period at no cost to the Owner.
- 56.1.3 Satisfactory operation of installed equipment including, but not limited to, any mechanical

and electrical systems furnished and constructed under the Contract during the guarantee period. The Contractor shall repair all equipment which fails due to defective materials or faulty workmanship during the guarantee period. The Contractor shall also be liable for all other ancillary expenses incurred by the Owner due to the failure.

56.2 The guarantee shall exclude defects or damage caused by:

56.2.1 Abuse or improper modification, maintenance, or operation by anyone other than the Contractor; or

56.2.2 Wear and tear under normal usage.

56.3 This obligation by the Contractor shall be absolute. The following actions will not constitute acceptance of non-conformance Work or release the Contractor from obligation to furnish the Work in accordance with the Contract Documents:

56.3.1 Observations by the Owner or Engineer; or

56.3.2 Recommendations by the Engineer or payment by the Owner; or

56.3.3 Use of the Work by the Owner; or

56.3.4 Issuance of a notice of acceptance by the Owner pursuant to the provisions of GP-47, or failure to do so; or

56.3.5 Any inspection, test, or approval by others; or

56.3.6 Any correction to non-conforming work by the Owner.

## **PART II**      **SPECIAL PROVISIONS**

<u>SP-1</u>	<u>LOCATION OF WORK</u> .....	33
<u>SP-2</u>	<u>WORK TO BE DONE</u> .....	33
<u>SP-3</u>	<u>BID AND CONTRACT DATES</u> .....	37
<u>SP-4</u>	<u>DELIVERABLES</u> .....	37
<u>SP-5</u>	<u>ADDRESSES FOR DOCUMENT DELIVERY</u> .....	38
<u>SP-6</u>	<u>WORK PLAN SUPPLEMENTAL</u> .....	38
<u>SP-7</u>	<u>FAILURE TO COMPLETE ON TIME</u> .....	39
<u>SP-8</u>	<u>SPECIAL PERMIT CONDITIONS</u> .....	39
<u>SP-9</u>	<u>OBSTRUCTION OF CHANNEL</u> .....	39
<u>SP-10</u>	<u>OBSTRUCTION OF NAVIGABLE WATERWAYS</u> .....	39
<u>SP-11</u>	<u>COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK</u> .....	40
<u>SP-12</u>	<u>PIPELINES</u> .....	40
<u>SP-13</u>	<u>RESPONSIBILITIES OF THE CONTRACTOR CONCERNING PIPELINES</u> .....	40
<u>SP-14</u>	<u>RESPONSIBILITIES OF THE CONTRACTOR</u> .....	41
<u>SP-15</u>	<u>TIDAL FLUCTUATIONS</u> .....	41
<u>SP-16</u>	<u>LANDOWNER AND PIPELINE REQUIREMENTS</u> .....	41
<u>SP-17</u>	<u>THREATENED AND ENDANGERED SPECIES</u> .....	42
<u>SP-18</u>	<u>DAVIS-BACON ACT (ONLY APPLICABLE IF FEDERAL FUNDS ARE USED)</u> .....	43



## SP-1 LOCATION OF WORK

The CS-23 project sites are located on the Sabine National Wildlife Refuge approximately ten (10) miles south of the town of Hackberry in Cameron Parish, Louisiana. The Sabine National Wildlife Refuge is bordered on the west by the eastern shore of Sabine Lake, on the north by Hackberry, and to the east by the western shore of Calcasieu Lake, and the south by the communities of Johnson Bayou and Holly Beach. The project is authorized by the Coastal Wetland Planning, Protection and Restoration Act (CWPPRA). The United States Department of Interior/U. S. Fish and Wildlife Service (USFWS) is the Federal Sponsor with the Louisiana Department of Natural Resources (LDNR)/(OCPR) as the local sponsor. LDNR/OCPR and USFWS will review, comment and provide input into all phases of the process covered by this document, for the CS-23 Project.

The CS-23 project consists of the restoration of three (3) water control structures. These structures function to control water levels and water quality within the Refuge under management and control of the U.S. Fish and Wildlife Service. The structures involved are:

- Hog Island Gully Structure (S1), located at the juncture of Hog Island Gully and Louisiana Highway 27;
- Headquarters Canal Structure (S2), located at the Headquarters Canal;
- West Cove Canal Structure (S3), located at the juncture of West Cove and Louisiana Highway 27;

The Hog Island Structure consists of four (4)-7'-6" bays with upper and lower lift gates and two (2)-3'-0" bays with upper and lower lift gates. The West Cove Canal Structure is similar, but with three (3)-7'-4" bays and two (2)-3'-0" bays, all having upper and lower lift gates. The Headquarters Canal Structure is comprised of three (3)-5' diameter culverts with lift and flap gates.

## SP-2 WORK TO BE DONE

The Contractor shall provide all labor, materials, and equipment necessary to perform the work associated with the restoration of the existing water control structures S1, S2, and S3 which were damaged by Hurricanes Rita and Ike in the Sabine National Wildlife Refuge.

- 2.1 The Work shall be performed in accordance with these Specifications and in conformity to lines, grades, and elevations shown on the Plans or as directed by the Engineer. Layouts, shop drawings, and construction sequencing of these items shall be provided in the Work Plan. The major tasks associated with the Work are described as follows:

### HOG ISLAND AND WEST COVE STRUCTURES (S1 and S3, respectively)

- 2.1.1 Demolition and Debris Removal: The contractor shall not damage the existing fence associated with these structures. If the fence must be removed during construction, it shall be the contractor's responsibility to restore the fence to pre-construction condition at no additional cost to the owner. The contractor shall remove all actuators, gear drives, pedestals, bearing plates, etc. in preparation to perform the tasks associated with this project. Some actuators and all gear drives and pedestals shall be refurbished and stored in a secure location for later use. All actuators, which are not reused in this proposed scope of work shall be removed from the project site and disposed of properly. Refer to sheets 06 and 15 of the project drawings for clarification concerning which actuators are to be refurbished and reinstalled. Lift gates shall be inspected for damages and prepared to accommodate the dual stem lift assembly as shown in the project drawings. Gate guide channels shall also be cleaned of all foreign debris above and below the water surface, and the leak proof gasket shall be removed from the structure and shall not be replaced. Also the existing upper steel platform and the remaining components of the structure shall be pressure washed with an approved chemical or detergent, inspected and prepared for the modifications associated with the proposed scope for work.

- 2.1.2 Electrical: Prior to the commencement of any work, the contractor shall perform lockout and tagging of all circuits in accordance with OSHA 1926.417. Electrical power shall remain disconnected until project is completed; therefore, the contractor shall use portable generators during construction. Electrical components associated with these structures appear to be functioning properly; however, all components, including wiring, conduit, breakers, switches, etc., shall be inspected by a certified electrician to ensure their integrity. If any electrical component is found to be inadequate, the Engineer shall be notified immediately, and arrangements shall be made to correct any deficiencies. Electrical components will be removed from the structure as needed to allow the proper modifications of the steel platform. After all modifications to the platform and lifting assemblies have been completed, the electrical components shall be reinstalled to their new locations. Wire splicing will not be permitted.
- 2.1.3 Steel Platform: **All dimensions and orientation of materials associated with the project drawings are based on the "As-Built" drawings of these structures. The contractor shall field verify all dimensions, orientation of materials, etc. prior to the preparation of any shop drawings to be submitted for approval. No additional monies will be provided to the contractor for misaligned fabricated materials or additional materials not outlined in the project drawings.** The existing structural steel platforms shall be modified as shown on sheets 09 through 12 and 18 through 21 of the project drawings. The platform extensions shall be constructed in a fabrication shop and then hot dipped galvanized as a single unit. Platform extensions shall then be attached to the existing platform as shown in the project drawings. Field drilling will be permitted; however, cutting, welding, or torching will not be permitted in the field. Stairs shall be reinstalled once all modifications to the platform have been completed. All remaining components of the structure that are not removed or modified shall be pressure washed with an approved chemical or detergent, tightened, etc. to the approval of the project engineer.
- 2.1.4 Gates, Actuators, and Lift Assemblies: The upper and lower 7'-4" wide gates shall be modified to accommodate the dual stem configuration as shown on sheets 08 and 17 of the project drawings. Areas to be welded shall be cleaned to a clean white finish to ensure the material is welded properly. All welds shall be made in accordance with codes and standards for ASTM B308 6061-T6 grade aluminum. All gates shall be clamped to a rigid member to prevent warping and shrinkage. It will be the contractor's responsibility to ensure that every precaution is taken to prevent warping and shrinkage of the aluminum gates and all of its components. The contractor shall be required to submit a "Warp Prevention Plan" to the engineer for approval. This plan shall outline the means and methods of preventing warping and shrinkage of the aluminum gates while performing all modifications. No additional monies will be provided to the contractor for any permanent disfigurement which prevents the gates from moving freely in the guide channels once they completed. The contractor must ensure that the gates remain straight and true during all modifications such that the integrity of the lift assembly is not compromised. The contractor shall have a certified welder perform all modifications to the gates in accordance with the project drawings and specifications, and shall also have all welds inspected by a certified welding inspector (CWI) at no additional cost to the owner. Once all modifications have been completed to the gates and platform, the contractor shall install the reconfigured lift assemblies. Once installation is complete, the contractor shall verify that actuators are functioning properly by fully opening and closing all lift gates. Gates shall move freely within the guide channels without binding.

All existing pedestals shall be refurbished and reused with the reconfigured lifting assemblies. The contractor shall provide and install an additional pedestal to accommodate the dual stem lifting assembly associated with the upper and lower gates in each of the large bays. Pedestals shall be fabricated in accordance with the project drawings, as well as with the existing pedestals. All flanges associated with the new and existing pedestals shall be machined to ensure proper alignment. All fabricated materials shall be plum, true, and square.

- 2.1.2 Electrical: Prior to the commencement of any work, the contractor shall perform lockout and tagging of all circuits in accordance with OSHA 1926.417. Electrical power shall remain disconnected until project is completed; therefore, the contractor shall use portable generators during construction. Electrical components associated with these structures appear to be functioning properly; however, all components, including wiring, conduit, breakers, switches, etc., shall be inspected by a certified electrician to ensure their integrity. If any electrical component is found to be inadequate, the Engineer shall be notified immediately, and arrangements shall be made to correct any deficiencies. Electrical components will be removed from the structure as needed to allow the proper modifications of the steel platform. After all modifications to the platform and lifting assemblies have been completed, the electrical components shall be reinstalled to their new locations. Wire splicing will not be permitted. **The transformer located on the West Cove Canal structure was found to be inoperable during construction, and was not repaired or replaced. As a result, none of the lights or receptacles are functioning.**
- 2.1.3 Steel Platform: **All dimensions and orientation of materials associated with the project drawings are based on the "As-Built" drawings of these structures. The contractor shall field verify all dimensions, orientation of materials, etc. prior to the preparation of any shop drawings to be submitted for approval. No additional monies will be provided to the contractor for misaligned fabricated materials or additional materials not outlined in the project drawings.** The existing structural steel platforms shall be modified as shown on sheets 09 through 12 and 18 through 21 of the project drawings. The platform extensions shall be constructed in a fabrication shop and then hot dipped galvanized as a single unit. Platform extensions shall then be attached to the existing platform as shown in the project drawings. Field drilling will be permitted; however, cutting, welding, or torching will not be permitted in the field. Stairs shall be reinstalled once all modifications to the platform have been completed. All remaining components of the structure that are not removed or modified shall be pressure washed with an approved chemical or detergent, tightened, etc. to the approval of the project engineer.
- 2.1.4 Gates, Actuators, and Lift Assemblies: The upper and lower 7'-4" wide gates shall be modified to accommodate the dual stem configuration as shown on sheets 08 and 17 of the project drawings. Areas to be welded shall be cleaned to a clean white finish to ensure the material is welded properly. All welds shall be made in accordance with codes and standards for ASTM B308 6061-T6 grade aluminum. All gates shall be clamped to a rigid member to prevent warping and shrinkage. It will be the contractor's responsibility to ensure that every precaution is taken to prevent warping and shrinkage of the aluminum gates and all of its components. The contractor shall be required to submit a "Warp Prevention Plan" to the engineer for approval. This plan shall outline the means and methods of preventing warping and shrinkage of the aluminum gates while performing all modifications. No additional monies will be provided to the contractor for any permanent disfigurement which prevents the gates from moving freely in the guide channels once they completed. The contractor must ensure that the gates remain straight and true during all modifications such that the integrity of the lift assembly is not compromised. The contractor shall have a certified welder perform all modifications to the gates in accordance with the project drawings and specifications, and shall also have all welds inspected by a certified welding inspector (CWI) at no additional cost to the owner. Once all modifications have been completed to the gates and platform, the contractor shall install the reconfigured lift assemblies. Once installation is complete, the contractor shall verify that actuators are functioning properly by fully opening and closing all lift gates. Gates shall move freely within the guide channels without binding.

All existing pedestals shall be refurbished and reused with the reconfigured lifting assemblies. The contractor shall provide and install an additional pedestal to accommodate the dual stem lifting assembly associated with the upper and lower gates in each of the large bays. Pedestals shall be fabricated in accordance with the project drawings, as well as with the existing pedestals. All flanges associated with the new and existing pedestals shall be machined to ensure proper alignment. All fabricated materials shall be plum, true, and square.

All existing gate stems shall be replaced with new 2-1/2" diameter gate stems. (36 total required for Hog Island Gully and West Cove Structures) Stems shall be of type 17-4 stainless steel with general purpose ACME threading (three 1/2" threads per inch) cut to a surface roughness of 32 micro inches and 2G fit. Stem threads shall be cut not rolled, and stems should be straight within 0.010 inch/foot and will not exceed 0.030 inch in any six foot section. New gate stems associated with the 3' wide gates shall be modified to accommodate the existing lifting bracket on the gate as shown on sheets 28A and 32 of the project drawings. There will be a total of eight (8) stems required to accommodate the 3'-6" wide gates for this project.

Hog Island Gully Structure shall be equipped with the following: four (4) new Rotork IQ25FA14/B4 actuators, four (4) new Rotork DSB7 gear drives, and four (4) refurbished Rotork IB7 gear drives to be installed on the 7'-4" upper lift gates. The 7'-4" lower lift gates shall be equipped with the following: four (4) new Rotork IQ35FA16/B4 actuators, four (4) new Rotork DSB9 gear drives, and four (4) refurbished Rotork IB9 gear drives. The upper 3'-0" lift gates shall be equipped with two (2) refurbished Rotork IQ20FA14/B4 actuators and two (2) refurbished Rotork IB7 gear drives. All lower 3'-0" lift gates shall be equipped with two (2) refurbished Rotork IQ20FA14/B4 actuators and two (2) refurbished Rotork IB9 gear drives. Reference Appendix C and pg 8 of the project drawings for diagrams depicting the location all components listed above.

West Cove Structure shall consist of three (3) new Rotork IQ25FA14/B4 actuators, three (3) new Rotork DSB7 gear drives, and three (3) refurbished Rotork IB7 gear drives to be installed on the 7'-4" upper lift gates. The 7'-4" lower lift gates shall be equipped with the following three (3) new Rotork IQ35FA16/B4 actuators, three (3) new Rotork DSB9 gear drives, and three (3) refurbish Rotork IB9 gear drives. Also, the upper 3'-0" lift gates shall be equipped with two (2) refurbished Rotork IQ20FA14/B4 actuators and two (2) refurbished Rotork IB7 gear drives. All lower 3'-0" lift gates shall be equipped with two (2) refurbished Rotork IQ20FA14/B4 actuators and two (2) refurbished Rotork IB9 gear drives. Reference Appendix C and/or pg 17 of the project drawings for a summary outlining the location all components listed above.

#### HEADQUARTERS CANAL STRUCTURES (S2)

- 2.1.5 Actuators and Lift Assemblies: The contractor shall remove, refurbish, and reinstall the existing actuator and gear drive. The remaining components of the lift assembly including, but not limited to, the following: pedestal, bearing plate, stem cover, and gate stem shall be inspected, cleaned, and refurbished to the approval of the project engineer to ensure proper functioning. All components of the lift assembly shall be stored in a secure location until they are reinstalled. The lift gate associated with this structure shall **not** be removed from the structure. The remaining components of the water control structure shall then be inspected, pressure washed with an approved chemical or detergent, and the contractor shall verify that the actuator is functioning properly by fully opening and closing the lift gate.
- 2.1.6 Electrical: Prior to the commencement of any work, the contractor shall perform lockout and tagging of all circuits in accordance with OSHA 1926.417. There is no presence of electrical power to the Headquarters Canal Structure. The contractor shall be responsible for replacing all damaged electrical components in accordance with the National Electric Code and all other applicable codes and standards. All components, including wiring, conduit, breakers, switches, etc., shall be inspected by a certified electrician to ensure their integrity and replaced if needed. Wire splicing will not be permitted.

#### ADDITIVE ALTERNATE BID ITEMS

- 2.1.7 Add Alternate 1: Add Alternate 1 shall consist of removing the gates, associated with the Hog Island Gully and West Cove structures, and cleaning and modifying the gates in a fabrication shop. Gates which are removed shall be stamped to ensure proper placement during reinstallation. Only areas to be modified on each gate are to be brush blasted prior to welding. The contractor shall have a certified welder perform all modifications to the gates in accordance with the project drawings and specifications. It will be the contractor's responsibility to ensure that every precaution is taken to prevent warping and shrinkage of the aluminum gates. The contractor shall be required to submit a "Warp Prevention Plan" to the engineer for approval. This plan shall outline the means and methods of preventing warping and shrinkage of the aluminum gates while performing all modifications, and shall be certified by a professional engineer registered in the State of Louisiana. No additional monies will be provided to the contractor for any disfigurement which prevents the gates from moving freely in the guide channels once they are reinstalled. The contractor must ensure the gates remain true and plum during all modifications such that the integrity of the lift assemblies is not compromised. (Add Alternate 1 was not performed within this contract.)
- 2.1.8 Add Alternate 2: Alternate 2 shall consist of brush blasting and painting the lift gates. Entire gates shall be brush blasted to remove any foreign debris and loose or cracked coatings, and then coated with Carboline Bitumastic 300M epoxy paint. Gates shall be brush blasted such that the surface preparations for the Carboline Bitumastic 300M epoxy are in accordance with the manufacturer's recommendations. Once painted, the gates shall be prepared for reinstallation in accordance with the project drawings. (Add Alternate 2 was not performed within this contract.)
- 2.2 Use of Equipment: The equipment used for the Work shall be operated within the boundaries of the Project Site and away from existing vegetated wetlands, or any other sensitive areas. Wheeled and tracked vehicles are only allowed within required construction areas as shown in the Plans. The Contractor shall be responsible for returning all disturbed wetlands to pre-existing conditions at no expense to the Owner.

### SP-3 BID AND CONTRACT DATES

Milestone	Location or Recipient	Date Due
Bid Advertisement	Publications	As advertised
Mandatory Pre-bid Conference and Site Visit	Provided in Notice to Bidders	Provided in Notice to Bidders
Questions on Bid Documents	Deliver to Purchasing	3 calendar days after Pre-Bid Conference
Effective Date of Agreement	Contractor and Owner	Stated in Notice of Award
Start of Contract Time	Contractor and Owner	As stated in Notice to Proceed
Work Plan	Submit to Engineer	At least 14 days prior to Pre-Construction Conference
Progress Schedule	Submit to Engineer	At least 14 days prior to starting construction, monthly thereafter
Pre-Construction Conference	Contractor and Engineer	As determined by the Engineer after the Notice to Proceed is issued
Progress Meetings and Reports	At Project Site	Bi-weekly or as determined at the Pre-Construction Conference (See GP-13 and GP-39)
Red Line Drawings	Deliver to Engineer	At Final Inspection as scheduled by the Engineer
End of Contract Time	At Project Site	360 calendar days after Notice to Proceed

### SP-4 DELIVERABLES

#### 4.1 Prior to Construction:

4.1.1 The Contractor shall submit the following documents to the Engineer at the Pre-Construction Conference specified in GP-14:

- 4.1.1.1 Work Plan as specified in GP-8;
- 4.1.1.2 Progress Schedule as specified in GP-9;
- 4.1.1.3 Copy of typical Daily Progress Report as specified in GP-10;
- 4.1.1.4 Hurricane and Severe Storm Plan as specified in GP-11;
- 4.1.1.5 Health and Safety Plan as specified in GP-12.
- 4.1.1.6 Quality Control Plan as specified in TS 104.
- 4.1.1.7 "Warp Prevention Plan as specified in SP 2.1.4

4.1.2 The Contractor shall provide the following information to the Engineer at the Pre-Construction Conference specified in GP-14:

- 4.1.2.1 Updates to all plans and schedules based on comments from the Engineer;

- 4.1.2.2 Potential construction corridors (if needed, other than from what is provided) which may be approved on an as needed basis.
- 4.2 During Construction: The Contractor shall deliver copies of the following documents upon request by the Engineer, or as specified in these provisions:
  - 4.2.1 The results of all surveys and calculations;
  - 4.2.2 Progress Schedule as specified in GP-9;
  - 4.2.3 Daily Progress Report as specified in GP-10;
  - 4.2.4 Copies of all inspection reports;
  - 4.2.5 All Change Orders, Field Orders, Claims, Clarifications and Amendments;
  - 4.2.6 Results of any materials testing.
- 4.3 Post Construction: The Contractor shall contact the Engineer by phone, a minimum of five (5) working days prior to the anticipated completion of the Work in order to schedule the final inspection and gain Acceptance by the Engineer. The following documents shall also be submitted to the Engineer:
  - 4.3.1 Copies of all delivery slips, which shall include the source of construction materials, date of delivery, exact quantity, and size of materials delivered with each shipment to the Project Site;
  - 4.3.2 The Contractor shall furnish the Engineer with the Red Lined drawings as specified in GP-54.

#### SP-5 ADDRESSES FOR DOCUMENT DELIVERY

Prior to Bid Opening Date, the contractor shall send all bid questions, and/or clarifications concerning the bid specifications to the attention of Ms. Hilary Stephenson, of the Office of State Purchasing, for further processing, and response. The address and contact information is as follows:

Ms. Hilary Stephenson  
Office of State Purchasing  
Post Office Box 94095  
Baton Rouge, LA 70804-9095

Phone: (225)342-8022  
Fax: (225)342-8688  
Email: [Hilary.Stephenson@la.gov](mailto:Hilary.Stephenson@la.gov)

After award, the successful contractor shall contact the Engineers concerning bid documentation or questions. The addresses and contact information for the Engineers are listed as follows: Royal Engineers & Consultants, LLC, 3909-A Ambassador Caffery PKWY, Lafayette, La 70503, Phone: (337)-456-5351.

The Owner and Engineer shall deliver all written claims, notices, submittals, plans and other documents to the Contractor at the address indicated on the Bid, or as directed by the Engineer.

#### SP-6 WORK PLAN SUPPLEMENTAL

The following item shall be included in the Work Plan in addition to those required by GP-8:

- 6.1 Equipment and materials staging area;

#### **SP-7 FAILURE TO COMPLETE ON TIME**

For each day the Work remains incomplete beyond the Contract Time, as specified in SP-3, or Extension of Contract Time, as specified in GP-44, the sum of one thousand five hundred dollars (\$1,500) per calendar day will be deducted from any money due to the Contractor as liquidated damages. The Contractor and Surety shall be liable for any liquidated damages that are in excess of the amount due the Contractor.

#### **SP-8 SPECIAL PERMIT CONDITIONS**

- 8.1 The Contractor shall notify the refuge manager of the Sabine National Wildlife Refuge prior to the commencement of construction. A copy of the Plans and the Specifications shall also be provided to the refuge manager prior to the commencement of construction. It will be the Contractor's responsibility to obtain a copy of, and abide by, all the rules and regulations set forth by the Sabine National Wildlife Refuge. Don Voros, Complex Manager (337-598-2261), Terry Delaine, Sabine NWR Manager, (337-558-5574)

#### **SP-9 OBSTRUCTION OF CHANNEL**

- 9.1 The Contractor will be required to conduct the work in such a manner as to obstruct navigation and drainage as little as possible, and in case the Contractor's plant so obstructs the channel as to make it difficult or endanger the passage of vessels, all plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the work, the Contractor shall promptly remove his plant, including ranges, buoys, and other items placed by him under the contract in navigable waters or on shore.

#### **SP-10 OBSTRUCTION OF NAVIGABLE WATERWAYS**

- 10.1 The Contractor shall:

- 10.1.1 Promptly recover and remove any material, plant, machinery, or appliance that the contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Engineer, may be dangerous to or obstruct navigation or drainage;
- 10.1.2 Give immediate notice, with description and locations of any such obstructions, to the Engineer;
- 10.1.3 When required by the Engineer, mark or buoy such obstructions until the same are removed.

- 10.2 The Engineer may:

- 10.2.1 Remove the obstructions by contract or otherwise should the Contractor refuse, neglect or delay compliance with the previous paragraph of this clause; and Deduct the cost of removal from any monies due or to become due to the Contractor; or Recover the cost of removal under the Contractor's bond.
- 10.2.2 The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in Sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et. seq.).



## SP-11 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

### 11.1 COMMENCEMENT

- 11.1.1 After contract award and a pre-construction conference, work under this contract shall commence when a notice to proceed for the contract shall be issued.

### 11.2 PROSECUTION

- 11.2.1 The contractor's work shall consist of purchasing, delivery, labor, equipment, and actual placement and installation of all the project features according to the Plans and Specifications.
- 11.2.2 The Contractor shall lay out his/her work from the Engineer's established baselines and benchmarks, and he/she shall be responsible for all measurements in connection with the layout and control of the work. The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the work.

### 11.3 COMPLETION

- 11.3.1 The Contractor shall complete the work required under the contract, including final cleanup and dressing of all work sites, within the time allowed. The contract time will begin with the first date of work or within ten (10) days after receipt of Notice to Proceed, whichever is first.

## SP-12 PIPELINES

- 12.1 Known pipelines and utilities are present in the project area. Some of the pipelines and utilities are shown on the project plans. It is possible that some pipelines and/or utilities exist, that have not been shown. The contractor shall be on the alert for such pipelines and utilities, and shall report them immediately to the Engineer. The contractor shall notify Louisiana One Call at 1-800-272-3020, 48 hours prior to digging, spudding, or driving piling in order to locate utility lines.

## SP-13 RESPONSIBILITIES OF THE CONTRACTOR CONCERNING PIPELINES

- 13.1 Contractor is responsible for any environmental cleanup, repair, mitigation, damages, etc. associated with construction-related damages to wellheads, flow lines, pipelines, or other facilities.
- 13.2 Contractor is responsible for repair or replacement in like manner of any facilities that may be damaged or destroyed during the construction of the structures and/or appurtenances installed as part of the project.
- 13.3 Contractor is also responsible for the loss of income by the owner of any wellhead, flow line, pipeline, or other facility due to construction-related damages to wellheads, flow lines, pipelines, or other facilities.
- 13.4 In some cases, it could be necessary for the pipeline owners to shut down flow lines from active production sites before the contractor can work around such lines, if existing.

- 13.5 The Contractor shall be aware of the potential for such suspensions in construction activities to assure the safety of all concerned parties. As such, the project engineer has the right to place the contractor on suspend order until such shutdowns and depressurizing of lines is accomplished. The contractor shall keep accurate records of such downtime and coordinate all construction activities with pipeline owners to minimize such downtime. The contractor shall immediately inform the project engineer any time that shut downs are perceived to be excessive because of the actions of the pipeline companies.
- 13.6 Except where specifically noted elsewhere, there is to be no excavation or placement of any construction materials within 25 feet of any flow line, 50 feet of any pipeline, or within 50 feet of any wellhead.

#### **SP-14 RESPONSIBILITIES OF THE CONTRACTOR**

- 14.1 The contractor shall repair or replace, in like manner, any fences, roads, bridges, launches, trails, waterways, and other facilities which may be damaged or destroyed during the construction of the structures and/or appurtenances installed as part of the project. The Contractor shall obtain, from the Refuge, the SPECIAL USE PERMIT APPLICATION. A copy is in APPENDIX D.
- 14.2 All tools, equipment, and other property (excluding project features) taken upon or placed upon the land or water bottoms by the contractor shall remain the property of the contractor. All such tools, equipment, and other property shall be removed by the contractor within thirty (30) days after completion of the work.
- 14.3 In the event of surface alterations resulting from activities of the contractor, beyond those alterations absolutely necessary for accessing the sites and conducting project activities, the contractor is responsible for restoring the site, to the greatest extent practicable to conditions existing at commencement of contractor activities, or the contractor or its insurance carrier will be responsible for the cost of such restoration. The contractor shall be responsible for removing all litter from the project sites upon completion of authorized work.
- 14.4 Access to platforms and well sites by pipeline companies shall not be hindered by the contractor, his employees, or equipment.
- 14.5 Airboats and small outboards shall be used whenever practical to reduce the usage of marsh buggies. Established trails and access canals shall be utilized whenever possible. Marsh buggy use shall be limited to the construction limits of the project.
- 14.6 The contractor shall include the State of Louisiana as an additional insured party on any and all pertinent liability insurance policies maintained by the contractor during the construction of the project.

#### **SP-15 TIDAL FLUCTUATIONS**

- 15.1 The contractor is advised that tidal fluctuations in this area will vary due to weather and daily tides. Historical tide data can be obtained from the U.S. Army Corps of Engineers or the U.S. Geological Survey. The contractor is responsible for taking the appropriate measures to ensure that tidal fluctuations do not unduly interfere with the prosecution of the contract. All work shall be performed in a manner such that the water control structures or the surrounding wetlands are not damaged in any way.

#### **SP-16 LANDOWNER AND PIPELINE REQUIREMENTS**

- 16.1 The Owner has obtained all temporary easement, servitude, and right-of-way agreements required for construction of the project. The agreements executed with landowners for the work at the site contain

special requirements pertaining to access routes and insurance. A land rights memorandum is included in Appendix B. The Contractor shall abide by the stipulations set forth by the respective landowners (Grantors):

## LANDOWNER AND PIPELINE CONTACTS

The Contractor shall add the landowners listed above as additional insured. It is also agreed and understood that the Contractor will at all times indemnify and hold harmless all landowners from and against any and all claims, demands, causes of action, judgments, liabilities, and expense of every nature, including attorney's fees, by reason of personal injury, death (including but not limited to injuries to and death of employees of the landowners and the Contractor's employees) or damage to property, (including environmental) which arises out of, results from, or is in any manner related to, directly or indirectly, or to your presence upon or use of the landowners' premises above referenced to, or to the use or existence of your facilities on such premises. The indemnity provisions of this paragraph shall not apply if any such injury, death damage liability claim, or cause of action is caused by the negligence of the landowners, their employees, agents, or representatives.

The Contractor shall notify all pipeline companies at least seventy-two (72) hours in advance of any construction work. All pipelines located within one hundred fifty feet (150') of the dike alignments, marsh fill areas, borrow area, and dredge slurry pipeline corridor shall be probed and their locations marked prior to excavation and installation of the dredge slurry pipeline, for the duration of construction activities. No excavation shall be permitted within fifty feet (50') of any pipeline in the dredge slurry pipeline corridor or marsh creation areas.

## UTILITY OWNERS/CONTRACTS

### SP-17 THREATENED AND ENDANGERED SPECIES

Then endangered Kemp's Ridley sea turtle and West Indian Manatee are the only endangered species that may be found within the project area. The Contractor shall review and comply with the restrictions listed below regarding construction activities.

West Indian Manatee – The following precautions will be implemented from May to October, when manatees have the greatest potential for entering the project area:

- All on-site project personnel are responsible for observing water-related activities for the presence of manatees(s).
- All personnel associated with the project shall be instructed about the possible presence of manatees and the need to avoid collisions with and injury to manatees. Any sighting of, collision with, or injury to a manatee shall be immediately reported to the Engineer.

The following special operating conditions shall be implemented upon the sighting of a manatee within one hundred (100) yard of the active work zone:

- No operations of moving equipment within fifty feet (50') of a manatee;
- All vessels shall operate at no wake/idle speeds within one hundred (100') yards of the work area; and
- Siltation barriers, if used shall be re-secured and monitored.

Bald Eagles – Construction activities will ensure that bald eagle nest trees are not adversely affected, including their root systems through soil compaction disturbance.

#### SP-18 DAVIS-BACON ACT (ONLY APPLICABLE IF FEDERAL FUNDS ARE USED)

The Contractor shall abide by laws set forth in the Davis-Bacon Act of 1931 which states that all laborers and mechanics employed by recipients, the recipient's contractors, or subcontractors on the this project shall be paid wages at rates no less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of Title 40 United States Code. Additionally, with respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40 (40 U.S.C. § 3145). Refer to Appendix F for Davis-Bacon wage requirements.

### PART III

### TECHNICAL SPECIFICATIONS

<u>TS – 101</u>	<u>MOBILIZATION AND DEMOBILIZATION</u> .....	45
<u>TS – 102</u>	<u>APPLICABLE STANDARDS</u> .....	46
<u>TS – 103</u>	<u>TEMPORARY SIGNS AND BARRICADES</u> .....	48
<u>TS – 104</u>	<u>QUALITY CONTROL</u> .....	49
<u>TS – 105</u>	<u>POLLUTION CONTROL</u> .....	52
<u>TS – 106</u>	<u>BIRD EXCLUDER DEVICES</u> .....	54
<u>TS – 107</u>	<u>GALVANIZING</u> .....	55
<u>TS – 108</u>	<u>PAINTING</u> .....	56

## TS – 101 MOBILIZATION AND DEMOBILIZATION

### 101.1 Scope

Mobilization consist of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to the project sites; the establishment of offices, buildings, and other facilities necessary for the work on the project; the cost of bonds and any required insurance; and other restoration expenses necessary for start of the Work, excluding the cost of construction materials.

### 101.2 Arbitrary Mobilization by Contractor

The Owner will pay for mobilization and demobilization only once. Should the Contractor demobilize prior to completing the project, such mobilization and subsequent remobilization shall be at no cost to the Owner.

### 101.3 Ratio of Mobilization and Demobilization Effort

Sixty percent (60%) of the lump sum price will be paid to the Contractor upon completion of his mobilization at the first site of Work and the remaining forty percent (40%) will be paid to the Contractor upon completion of demobilization at the last site of Work.

### 101.4 Justification of Mobilization Costs

In the event that the Engineer considers the amount in this item (sixty percent (60%) and forty percent (40%) which represents mobilization and demobilization respectively) does not bear a reasonable relation to the cost of the Work in this Contract, the Engineer may require the Contractor to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the Engineer will result in payment of actual mobilization costs, as determined by the Engineer at the completion of mobilization, and actual demobilization costs at the completion of demobilization, and payment of the remainder of this item in the final payment under this contract. The determination of the Engineer is not subject to appeal.

### 101.5 Measurement and Payment

All costs associated with mobilization and demobilization as specified in the Contract Documents shall be paid for at the contract lump sum price for Bid Item No. 1, 9, and 13, "Mobilization and Demobilization".

## TS – 102 APPLICABLE STANDARDS

### 102.1 Description

Throughout the contract documents, reference is made to codes and standards which establish qualities and types of workmanship and materials, which establish methods for testing and reporting on the pertinent characteristics.

Where workmanship or materials are required by these contract documents to meet or exceed a specifically named code or standard, it is the contractor's responsibility to provide materials and workmanship, which meet or exceed the specifically named code or standard.

It is also the contractor's responsibility, when so required by the contract documents or by written request from the engineer, to deliver to the engineer all required proof that the materials or workmanship, or both, meet or exceed the requirements of the specifically named code or standard. Such proof shall be in the form requested in writing by the engineer, and generally will be required to be copies of a certified report of tests conducted by a testing agency approved for that purpose by the engineer.

### 102.2 Quality Assurance

In procuring all items used in this work, it is the contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in this work meet or exceed the specified requirements.

The engineer reserves the right to reject all items incorporated into the work that fail to meet the specified minimum requirements. The engineer further reserves the right, and without prejudice to other recourse the engineer may take, to accept non-complying items subject to an adjustment in the contract amount as approved by the engineer and the owner.

Applicable standards listed in these specifications include, but are not necessarily limited to standards promulgated by the following agencies and organizations:

AASHTO-American Association of State Highway and Transportation Officials, 341 National Press Building, Washington, D. C. 20004.

ACI-American Concrete Institute, Box 19150, Redford Station, Detroit, Michigan 48219.

AISC-American Institute of Steel Construction, Inc., 1221 Avenue of the Americas, New York, New York 10020.

ANSI-American National Standards Institute (successor to USASI and ASA) 1430 Broadway, New York, New York 10018.

ASTM-American Society for Testing and Materials, 1916 Race Street, Philadelphia Pennsylvania 19103.

AWS-American Welding Society, Inc., 2501 N. W. 7th Street, Miami, Florida 33125.

AWWA-American Water Work Association, Inc., 666 West Quincy Avenue, Denver, Colorado 80235.

CRSI-Concrete Reinforcing Steel Institute, 228 North LaSalle Street, Chicago, Illinois 60610.

CS-Commercial Standard of NBS, U. S. Department of Commerce, Government Printing Office, Washington, D. C. 20402.

GMA-Flat Glass Marketing Association, 3310 Harrison, Topeka, Kansas 66611.

NAAMM-The National Association of Architectural Metal Manufacturers, 1033 South Boulevard, Oak Park, Illinois 60302.

NEC-National Electric Code (see NFPA)

NEMA-National Electrical Manufacturer's Association, 155 East 44th Street, New York, New York 10017.

NFPA-National Fire Protection Association, 740 Atlantic Avenue, Boston, Massachusetts 02210

SDI-Steel Deck Institute, 135 Addison Avenue, Elmhurst, Illinois 60125.

SSPC-Steel Structures Painting Council, 4400 5th Avenue, Pittsburgh, Pennsylvania 15213.

TCA-Tile Council of America, Inc., P. O. Box 326, Princeton, New Jersey 08540.

UL-Underwriter's Laboratory, Inc., 207 East Ohio Street, Chicago, Illinois 60611.

Fed Specs and Fed Standards-Specifications Sales (3FRI), Bldg. 197, Washington Navy Yard, General Services Administration, Washington, D.C. 20407.

MIL-SPECS-Military Specifications, Superintendent of Documents, U. S. Government Printing Office, Washington, D. C. 20402.

UBC-Uniform Building Code, International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601.

Metal Building Manufacturers Association, 2130 Keith Building, Cleveland, Ohio 44115 "Recommended Design Practices Manual".

Southern Building Code, Latest Edition.

#### 102.3 Payment

There shall be no direct payment for Applicable Standards.



## TS – 103 TEMPORARY SIGNS AND BARRICADES

### 103.1 Scope

This item consist of furnishing, installing and maintaining all temporary construction barricades, suitable lights, traffic control signals, pavement markings and signs; providing watchmen; and complying with all other requirements regarding the protection of the work, workmen and safety of the public (FOR ROAD ACCESS AREAS). Signs and barricades shall conform to the details and specifications shown on the plans, the Manual of Uniform Traffic Control Devices (MUTCD), and these specifications.

Signs and barricades, and the arrangements thereof, as provided for in the MUTCD, are minimum requirements. Special conditions shall be treated as such and appropriate signs shall be furnished and installed as directed by the Owner or Engineer. Requirements as to proper signs and barricades are not negated by these specifications. In no way shall these specifications be construed as relieving the contractor of any of his responsibilities for the safety of the traveling public, for any liability in connection therewith, or compliance with State and Local laws or ordinances.

### 103.2 Measurement and Payment

All costs associated with Temporary Signs and Barricades shall be paid for at the contract lump sum price for Bid Item No. 2, 10, and 14 "Temporary Signs and Barricades".

## TS – 104 QUALITY CONTROL

### 104.1 Scope

The work shall consist of developing, implementing, and maintaining a quality control system to ensure that the specified quality is achieved for all materials and work performed.

### 104.2 Equipment and Materials

Equipment and materials used for quality control shall be of the quality and condition required to meet the test specifications cited in the contract. Testing equipment shall be properly adjusted and calibrated at the start of operations and the calibration maintained at the frequency specified. Records of equipment calibration tests shall be available to the Engineer at all times. Equipment shall be operated and maintained by qualified operators, as prescribed in the manufacturer's operating instructions and the references specified. All equipment and materials used in performing quality control testing shall be as prescribed by the test standards referenced in the contract. All equipment and materials shall be handled and operated in a safe and proper manner and shall comply with all applicable regulations pertaining to their use, operation, handling, storage, and transportation.

### 104.3 Quality Control System

The Contractor shall develop, implement and maintain a system of quality control to provide the specified material testing and verification of material quality prior to use. The system activities shall include procedures to verify adequacy of completed work, initiate corrective action to be taken and document the final results. The identification of the quality control personnel and their duties and authorities shall be submitted to the Owner in writing within 15 calendar days after notice of award. The Contractor shall develop, implement and maintain a system adequate to achieve the specified quality of all work performed, material incorporated and equipment furnished prior to use. The system established shall be documented in a written plan developed by the Contractor and approved by the Owner. The system activities shall include the material testing and inspection needed to verify the adequacy of completed work and procedures to be followed when corrective action is required. Daily records to substantiate the conduct of the system shall be maintained by the Contractor. The quality control plan shall cover all aspects of quality control and shall address, as a minimum, all specified testing and inspection requirements. The plan provided shall be consistent with the planned performance in the Contractor's approved construction schedule. The plan shall identify the Contractor's on-site quality control manager and provide an organizational listing of all quality control personnel and their specific duties. The written plan shall be submitted to the Owner within 15 calendar days after notice of award. The Contractor shall not proceed with any construction activity which requires inspection until the written plan is approved by the Owner. The quality control system shall include, but not be limited to, a rigorous examination of construction materials, processes and operation, including testing of materials and examination of manufacturer's certifications as required, to verify that work meets contract requirements and is performed in a competent manner.

### 104.4 Quality Control Personnel

Quality control activities shall be accomplished by competent personnel. A competent person is: one who is experienced and capable of identifying, evaluating, and documenting that materials and processes being used will result in work that complies with the contract; and, who has authority to take prompt action to remove, replace, or correct such work or products not in compliance. Off-site testing laboratories shall be certified or inspected by a nationally recognized entity. The Contractor shall submit to the Owner, for

approval, the names, qualifications, authorities, certifications, and availability of the competent personnel who will perform the quality control activities.

#### 104.4.1 Method I **(NOT APPLICABLE)**

#### 104.4.2 Method 2

The Contractor shall submit to the Owner, for approval, the names, qualifications, authorities, certifications, and availability of the competent personnel who will perform the quality control activities. The Contractor shall meet with the Owner prior to the beginning of any work and discuss the Contractor's quality control system. The Owner and the Contractor shall develop a mutual understanding regarding the quality control system.

#### 104.5 Records

The Contractor's quality control records shall document both acceptable and deficient features of the work and corrective actions taken. All records shall be: on forms approved by the Owner; legible; and dated and signed by the competent person creating the record. Unless otherwise specified in this specification, records shall include:

Documentation of shop drawings including date submitted to and date approved by the Owner, results of examinations, any need for changes or modifications, manufacturer's recommendations and certifications, if any, and signature of the authorized examiner.

Documentation of material delivered including quantity, storage location, and results of quality control examinations and tests.

Type, number, date, time, and name of individual performing of quality control activities.

The material or item inspected and tested, the location and extent of such material or item, and a description of conditions observed and test results obtained during the quality control activity.

The determination that the material or item met the contract provisions and documentation that the Engineer was notified.

For deficient work the nature of the defects, specifications not met, etc., corrective action taken and results of quality control activities on the corrected material or item.

#### 104.6 Reporting Results

The results of Contractor quality control inspections and tests shall be communicated to the Engineer immediately upon completion of the inspection or test. Unless otherwise specified in these specifications, the original plus one copy of all records, inspections, and tests performed and material testing reports shall be submitted to the Engineer within one working day of completion. The original plus one copy of documentation of materials delivered shall be submitted to the Engineer prior to the use of the material.

#### 104.7 Access

The Owner and the Engineer shall be given free access to all testing equipment, facilities, sites and related records for the duration of the contract.

#### 104.8 Payment

There shall be no direct payment for Quality Control.

## TS – 105 POLLUTION CONTROL

### 105.1 Construction Specification

The work shall consist of installing measures or performing work to control erosion and minimize the production of sediment and other pollutants to water and air from construction activities.

The contractor shall prepare and implement a SWPPP (storm water pollution prevention plan) prior to the commencement of construction activities. Notice of Intent and Notice of Termination shall be submitted by the contractor to the State of Louisiana, Department of Environmental Quality prior to the commencement of construction and after completion of the project.

Materials: All materials furnished shall meet the requirements listed in this specification.

The sequence of all construction activities shall be performed in accordance with the requirements of the SWPPP. The amount of silt fencing shall be determined by the requirements of the SWPPP permits.

### 105.2 Erosion and Sediment Control Measures and Works

The measures and works shall include, but are not limited to, the following:

Staging of Earthwork Activities. The excavation and moving of soil materials shall be scheduled to minimize the size of areas disturbed and unprotected from erosion for the shortest reasonable time.

All spoil embankments and disposal areas impacted with fresh spoil during construction of this project shall be seeded by the contractor to control erosion and slides. (See Section TS-108)

Diversion channels used to discharge water from work areas shall be removed and the area restored to its near original condition when they are no longer required.

Conduct operations in such a way to cause the least amount of turbidity and sediment dispersion into adjacent waters.

### 105.3 Chemical Pollution

All chemical pollutants such as drained lubricating water/oil, grease, soaps, transmission fluid etc. shall be stored in sealed containers and removed from the site. The contractor shall dispose of these containers in an approved facility. All paints and hazardous materials shall be kept in the original containers and tightly sealed with the manufacturer's label attached. These must be properly stored when not in use. They shall also be stored in a neat, orderly manner in their original containers. Disposal of surplus materials shall be in accordance with the manufacturer's or State and Local regulations and recommended methods.

Containers shall be empty before disposal. Petroleum products such as fuels and lubricants will be stored in tightly sealed containers that are clearly labeled. The storage and dispensing of all petroleum products will be in accordance with part 1926.152 of the OSHA Construction Industry Safety and Health Standards. All spills will be cleaned up on the same workday of the spill occurrence or whenever discovered.

Soils contaminated with petroleum products will be removed from the site and disposed of in accordance with State and Local regulations.

All onsite vehicles and equipment shall be monitored for leaks and receive regular preventive maintenance to reduce the chance for leakage. Leaks shall be repaired as soon as they are identified. Contractor will be responsible for proper disposal and clean up of all leakage.

The contractor shall take all measures necessary to prevent site contamination. All equipment shall be maintained and checked for any chemical leaks (oil, gas, hydraulic oil, etc.), and shall not be allowed on site if leaks are encountered. If leaks occur during the project, the equipment shall be repaired as soon as it is discovered, and it is the responsibility of the contractor to clean all material in accordance with proper procedures at no cost to the owner.

#### 105.4 Air Pollution

Contractor shall adhere to all federal, state & local laws concerning air pollution.

Measures should be undertaken to prevent the start and spreading of wild fires that are related to project activities. The contractor shall initiate no burning.

All public or private haul roads used during construction of the project shall be sprinkled as required to fully suppress dust. The use of water, road primer coat, or approved equals is acceptable.

#### 105.5 Payment

There shall be no direct payment for Pollution Control.

## TS – 106 BIRD EXCLUDER DEVICES

### 106.1 Scope

This item shall consist of furnishing all materials and labor necessary to provide bird excluder devices on all stem covers and electric boxes, all in accordance with these specifications, as shown on the plans or directed by the engineer.

### 106.2 Materials

The bird excluder devices, including strip barriers, shall be constructed using alloy 316 stainless steel, Model "S" as manufactured by Nixalite, or approved equal, to be placed along the perimeter of objects.

### 106.3 Placement Guidelines

All surfaces in contact with the bird excluder devices shall be free of debris, waste materials and other contaminants. Remove all closely overhanging foliage, if any. Surface must be clean and dry before installation.

The architectural bird control devices shall be installed in accordance with manufacturer's written instructions. The entire surface should be covered with the installation strips, not just the outer edges. Bird control strips must follow the angles and contours closely. There should be no gaps in the coverage. Fasten the mounting hardware to the surface as recommended by the manufacturer. All mounting hardware shall be constructed of alloy 316 stainless steel. The Nixalite strips, or approved equal, should then be inserted into the mounting clips.

Inspect finished installation and make adjustments as necessary to conform to manufacturer's written recommendations. Normal maintenance involves inspection of the installation periodically to remove any debris and re-secure any strips that may have become loose.

### 106.4 Measurement and Payment

No separate payment for bird excluder devices will be made; all costs shall be included in at the contract lump sum price for Items 4 thru 6, 8, 11 thru 12, 16 thru 18 and 20 of the proposal.

## TS – 107 GALVANIZING

### 107.1 Scope

This specification covers the quality of zinc coatings applied to iron and steel products.

### 107.2 Quality

Zinc coatings shall conform to the requirements of ASTM Specification A 123 Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products or as otherwise specified in the items of work and construction details of the Construction Specification.

### 107.3 Brush Blast Cleaning

Components of bolted assemblies shall be galvanized separately before assembly.

When it is necessary to straighten sections after galvanizing such work shall be performed without damage to the zinc coating.

Galvanized surfaces that are abraded or damaged after application of the zinc coating shall be repaired by thoroughly wire brushing the damaged areas and removing loose and cracked coating, after which the cleaned area shall be repaired by application of an approved cold galvanizing repair compound. Zinc coating by the metalizing process may be allowed when approved.

The galvanizer shall utilize all of the options available to prevent “white rust” from occurring. However, should “white rust” occur and in the option of the engineer it is excessive or unsightly it shall be cause for rejection. Should rejection of the piece occur, the galvanizer or contractor shall have prior approval before taking any correction action.

When specified, metalizing shall be performed in accordance with AWS C 2.2 and thickness of the sprayed zinc coat shall be a minimum of 5 mils. The method of applying the zinc coating shall be approved prior to application.

### 107.4 Measurement and Payment

No separate payment for galvanizing will be made; all costs shall be included in at the contract lump sum price for Items 3 and 15 of the proposal.



## TS – 108 PAINTING

### 108.1 Scope

This work consists of furnishing and applying paints, including preparation of surfaces. An approved Coal Tar Epoxy shall be used to coat the structure gates. Application will be in accordance with the manufacture's recommendations. Metal surfaces are to be painted shall be cleaned in accordance with the manufacture's recommendations.

### 108.2 Safety Standards

The contractor shall comply with Federal, State and local laws, rules and regulations concerning construction safety and health standards. Appropriate respiratory protective devices shall be provided by the contractor and shall be used. Respiratory equipment, including hood type respirator with external air supply to hood, shall meet the approval of the U.S. Bureau of Mines.

### 108.3 Material

All paints shall be in accordance with Carboline Bitumastic 300M and SSPC-Paint 16 or approved equal. The minimum dry film thickness of coating shall be as follows:

1 <sup>st</sup> Coat	8.0 mils
2 <sup>nd</sup> Coat	8.0 mils

### 108.4 Surface Preparation

Surfaces must be clean and dry. Employ adequate methods to remove dirt, dust, oil and other contaminants that could interfere with adhesion of the coating. All surfaces must be brush blast to produce a surface profile of 2.0-3.0 mils.

### 108.5 Application Conditions

Condition	Material	Surface	Ambient	Humidity
Normal	60-85°F	60-85°F	60-85°F	0-80%
Minimum	50°F	50°F	50°	0%
Maximum	90°F	125°F	110°F	90%

### 108.6 Measurement and Payment

No separate payment for painting will be made; all costs shall be included in at the contract lump sum price for Item 22 of the proposal.

**APPENDIX A: INTERPRETATION OR CLARIFICATION BY ENGINEER FORM**

PROJECT CS 23 POST HURRICANE REPAIR OF SABINE  
WATER CONTROL STRUCTURES

Interpretation or Clarification by Engineer  
Number ( \_\_\_\_ )

DATE:

SUBJECT:

SUMMARY OF MATTER BY CONTRACTOR

---

INTERPRETATION OR CLARIFICATION OF MATTER BY ENGINEER

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**APPENDIX B: LANDRIGHTS MEMORANDUM**

**(NOT APPLICABLE FOR THIS PROJECT)**

## **APPENDIX C: ACTUATOR AND GEAR DRIVE PLACEMENT SUMMARY**

### **Hog Island Gully Structure**

#### **Bays No. 1, 2, 5, 6 – Large 7'-6" wide bays**

Install one (1) new Rotork IQ25FA14/B4 actuator, one (1) new Rotork DSB7 gear drive, and one (1) refurbished IB7 gear drive on all crest gates (upper gates).

Install one (1) new Rotork IQ35FA16/B4 actuator, one (1) new Rotork DSB9 gear drive, and one (1) refurbished IB9 gear drive on all deep gates (lower gates).

#### **Bays No. 3, 4 – Small 3'-0" wide bays**

Install one (1) refurbished Rotork IQ20FA14/B4 actuator and one (1) refurbished IB7 gear drive on all crest gates (upper gates).

Install one (1) refurbished Rotork IQ20FA14/B4 actuator and one (1) refurbished IB9 gear drive on all deep gates (lower gates).

### **West Cove Structure**

#### **Bays No. 1, 3, 5 – Large 7'-6" wide bays**

Install one (1) new Rotork IQ25FA14/B4 actuator, one (1) new Rotork DSB7 gear drive, and one (1) refurbished IB7 gear drive on all crest gates (upper gates).

Install one (1) new Rotork IQ35FA16/B4 actuator, one (1) new Rotork DSB9 gear drive, and one (1) refurbished IB9 gear drive on all deep gates (lower gates).

#### **Bays No. 2, 4 – Small 3'-0" wide bays**

Install one (1) refurbished Rotork IQ20FA14/B4 actuator and one (1) refurbished IB7 gear drive on all crest gates (upper gates).

Install one (1) refurbished Rotork IQ20FA14/B4 actuator and one (1) refurbished IB9 gear drive on all deep gates (lower gates).

### **Headquarters Canal Structure**

Install one (1) refurbished Rotork IQ12FA14/B4 actuator and Rotork IB5 gear drive.

## **APPENDIX D: SPECIAL USE PERMIT APPLICATION**

# United States Department of the Interior

## FISH AND WILDLIFE SERVICE

Southwest Louisiana National Wildlife Refuge Complex  
(Cameron Prairie, Lacassine, Sabine, Shell Keys NWRs)  
1428 Highway 27  
Bell City, Louisiana 70630

### SPECIAL USE PERMIT APPLICATION

**INSTRUCTIONS:** First Contact Billy Leonard Oil and Gas Specialist/Wildlife Biologist at 337-598-2216 or 337-542-9169; email [Billy\\_Leonard@fws.gov](mailto:Billy_Leonard@fws.gov).

**Then:** Complete ALL boxes and return to the attention of Denise McInturff (Southwest Louisiana NWR Complex, 1428 Highway 27/Bell City, LA 70630/Phone: 337.598.2216/Fax: 337.598.2492, email [denise\\_mcinturff@fws.gov](mailto:denise_mcinturff@fws.gov).

Date of Application: \_\_\_\_\_ Affiliation: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Office No.: \_\_\_\_\_ Cell No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Purpose:

Description:

- The PURPOSE field should briefly describe the goal of your task/project.
- The DESCRIPTION field should describe the steps necessary to accomplish your task/project.
- Do not forget to include the time span of the permit (e.g. From month/day/year to month/day/year).
  - If you misjudge the time span the permit will expire on the last day you state
  - No permit will be issued or should run between Oct 15 and March 15 unless specifically authorized by the Oil and Gas specialist and Managers.
- Attach a map of the project area along with drawing of the proposed project.
- If applicable, all other state and federal permits should be included. We will not issue drilling or construction permits without having the prior required permits in hand.

Revised 3/24/2010

## **APPENDIX E: SEA TURTLE AND SMALL TOOTH SAWFISH CONSTRUCTION CONDITIONS**



UNITED STATES DEPARTMENT OF COMMERCE  
National Oceanic and Atmospheric Administration  
NATIONAL MARINE FISHERIES SERVICE  
Southeast Regional Office  
263 13th Avenue South  
St. Petersburg, FL 33701

## SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
- g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006

O:\Forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc





## **APPENDIX F: DAVIS-BACON WAGE REQUIREMENTS**

General Decision Number: LA100006 11/12/2010 LA6

Superseded General Decision Number: LA20080006

State: Louisiana

Construction Type: Heavy

Counties: Allen, Assumption, Avoyelles, Beauregard, Bienville, Caldwell, Cameron, Catahoula, Claiborne, Concordia, De Soto, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson Davis, La Salle, Lincoln, Madison, Morehouse, Natchitoches, Pointe Coupee, Red River, Richland, Sabine, St Helena, St Mary, Tangipahoa, Tensas, Union, Vermilion, Vernon, Washington, West Carroll, West Feliciana and Winn Counties in Louisiana.

HEAVY CONSTRUCTION PROJECTS (includes water wells, water & sewer lines, and flood control; excludes elevated storage tanks)

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	05/21/2010
3	09/03/2010
4	11/12/2010

ELEC0130-007 12/01/2009

ASSUMPTION AND ST. MARY (Northeast of Atchafalaya River)  
PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 25.75	8.86

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ELEC0194-006 03/04/2010

BIENVILLE, CLAIBORNE, DE SOTO, NATCHITOCHEs (Northeast of the Red River), and RED RIVER PARISHES

Rates

Fringes

## ELECTRICIAN

Lineman and Heavy

Equipment Operator.....\$ 24.50

8.74

-----  
ELEC0446-004 09/01/2010CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MADISON,  
MOREHOUSE, RICHLAND, TENSAS, UNION, and WEST CARROLL PARISHES

Rates

Fringes

ELECTRICIAN.....\$ 21.05

8.23

-----  
ELEC0576-002 09/01/2010AVOYELLES, CATAHOULA, CONCORDIA, EVANGELINE, GRANT, LA SALLE,  
NATCHITOCHE (Southwest of Red River), SABINE, VERNON, AND WINN  
PARISHES

Rates

Fringes

ELECTRICIAN.....\$ 23.00

5.68

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ELEC0861-004 09/01/2009ALLEN, BEAUREGARD, CAMERON, IBERIA, JEFFERSON DAVIS, ST. MARY  
(Southwest of Atchafalaya River), AND VERMILION PARISHES

Rates

Fringes

ELECTRICIAN.....\$ 24.22

9.20

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ELEC0995-002 01/01/2010EAST FELICIANA, IBERVILLE, POINTE COUPEE, ST. HELENA, AND WEST  
FELICIANA PARISHES

Rates

Fringes

ELECTRICIAN.....	\$ 22.78	7.82
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\* ELEC1077-005 09/01/2010

TANGIPAHOA and WASHINGTON PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 21.50	6.74

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SULA2004-008 05/19/2004

	Rates	Fringes
CARPENTER (including formsetting/formbuilding).....	\$ 14.75	0.00

Laborers:

Common.....	\$ 7.60	0.00
Pipelayer.....	\$ 8.47	0.00

PIPEFITTER (excluding pipelaying).....	\$ 18.75	4.05
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Power equipment operators:

Backhoe/Excavator.....	\$ 11.67	0.00
Boring Machine.....	\$ 10.25	0.00
Bulldozer.....	\$ 11.82	0.00
Crane.....	\$ 13.60	0.00
Dragline.....	\$ 13.12	0.00
Front End Loader.....	\$ 9.93	0.00
Mechanic.....	\$ 12.50	0.00
Trackhoe.....	\$ 11.99	0.00
Tractor.....	\$ 10.43	0.00
Water Well Driller.....	\$ 10.73	2.01

Truck drivers:

Dump.....	\$ 10.00	0.00
Water.....	\$ 8.00	0.00

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION