

**BID DOCUMENTS
FOR
LITTLE LAKE SHORELINE PROTECTION AND
MARSH CREATION
SEGMENT 1 AND 2 DEMOLITION &
PERPENDICULAR ROCK DIKE CONSTRUCTION
PROJECT BA-0037
LAFOURCHE PARISH, LOUISIANA**



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

JANUARY 2018

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LIST OF DRAWING SHEETS

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1.	TITLE SHEET
2.	GENERAL NOTES
3.	PIPELINE LOCATION & KNOWN MAGNETIC ANOMALIES
4.	WARNING SIGNS & SETTLEMENT PLATE DETAIL
5.	PLAN/PROFILE ROCK DIKE SEGMENT 1&2
6.	PLAN/PROFILE PERP. ROCK DIKE
7.	TYPICAL CROSS SECTION ROCK DIKE
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9.	CROSS SECTIONS SEGMENT 1
10.	CROSS SECTIONS SEGMENT 1-2
11.	CROSS SECTIONS SEGMENT 1-2
12.	CROSS SECTIONS PERP. ROCK DIKE
13.	CROSS SECTIONS PERP. ROCK DIKE
14.	DREDGE & ROCK QUANTITIES

ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Coastal Protection and Restoration Authority, 150 Terrace Avenue, 4th Floor Conference Center, Baton Rouge, Louisiana 70802 until 2:00 P.M., **Thursday, March 8, 2018.**

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY THE COASTAL PROTECTION AND RESTORATION AUTHORITY OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

FOR: **Little Lake Shoreline Protection & Marsh Creation Project – Segment 1 &2 Demolition & Perpendicular Rock Dike Construction**
Lafourche Parish, Louisiana

PROJECT NUMBER: **BA-0037**

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit from <http://coastal.la.gov/resources/rfps-rsiqs-contracts/bids/>. Printed copies can also be obtained from:

COASTAL PROTECTION AND RESTORATION AUTHORITY (CPRA)
150 Terrace Avenue
Baton Rouge, LA 70804
Attn: Allison Richard
E-mail: cpa.bidding@la.gov Phone: (225) 342-5453 Fax: (225) 800-5599

All bids shall be accompanied by bid security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project.

The successful Bidder shall be required to furnish a Performance and Payment Bond written as described in the Instructions to Bidders included in the Bid Documents for this project.

A MANDATORY PRE-BID CONFERENCE WILL BE HELD

at **10:00 AM on Thursday, March 01, 2018 at CPRA Thibodaux Regional Office, 1440 Tiger Drive, Suite B, Thibodaux, LA 70301**

Bids shall be accepted only from those bidders who attend the Mandatory Pre-Bid Conference in its entirety.

Contact Benjamin Hartman at (985) 449-5073 if directions are needed to the Mandatory Pre-Bid Conference.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of **Heavy Construction, and/or Subclassification: Coastal Restoration & Habitat Enhancement.** In accordance with LA. R.S. 37:2163(D), anyone objecting to the classification must send a certified letter to both the Louisiana State Licensing Board for Contractors and the CPRA at the address listed above. The letter must be received no later than ten (10) working days prior to the day on which bids are to be opened.

Bidder is required to comply with provisions and requirements of LA R.S.38:2212(B)(5). No bid may be withdrawn for a period of forty-five (45) calendar days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(B)(1), the provisions and requirements of this Section; and those stated in the bidding documents shall not be waived by any entity.

When this project is financed either partially or entirely with State Bonds or financed in whole or in part by federal or other funds which are not readily available at the time bids are received, the award of this Contract is contingent upon the granting of lines of credit, or the sale of bonds by the Bond Commission or the availability of federal or other funds. The State shall incur no obligation to the Contractor until the Contract between Owner and Contractor is fully executed.

Coastal Protection and Restoration Authority is a participant in the Small Entrepreneurship (SE) Program (the Hudson Initiative) and the Veteran-Owned and Service-Connected Disabled Veteran-Owned (LaVet) Small Entrepreneurships Program. Bidders are encouraged to consider participation. Information is available from Coastal Protection and Restoration Authority or on its website at <http://www.coastal.la.gov/>.

STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION AUTHORITY
MICHAEL R. ELLIS, EXECUTIVE DIRECTOR

INSTRUCTIONS TO BIDDERS

COMPLETION TIME:

The Bidder shall agree to fully complete the contract within **Ninety (90)** consecutive calendar days for the Base Bid, subject to such extensions as may be granted under Section GP-44 of the General Provisions and acknowledges that this construction time will start on or before the date specified in the written "Notice to Proceed" from the Owner.

LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of **One Thousand Five Hundred Dollars (\$1,500.00)** for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the contract completion date stated on the "Notice to Proceed" or as amended by change order.

ARTICLE 1

DEFINITIONS

1.1 The Bid Documents include the following:

Advertisement for Bids
Instructions to Bidders
Bid Form
Bid Bond
General Provisions
Special Provisions
Technical Specifications
Construction Drawings
Contract Between Owner and Contractor
and Performance and Payment Bond
Affidavit
User Agency Documents (if applicable)
Change Order Form
Recommendation of Acceptance
Other Documents (if applicable)
Addenda issued during the bid period and
acknowledged in the Bid Form

1.2 All definitions set forth in the General Provisions and the Special Provisions are applicable to the Bid Documents, unless otherwise specifically stated or written.

1.3 Addenda are written and/or graphic instruments issued by the Engineer prior to the opening of bids which modify or interpret the Bid Documents by additions, deletions, clarifications, corrections and

prior approvals.

1.4 A bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bid Documents.

1.5 Base bid is the sum stated in the bid for which the Bidder offers to perform the work described as the base, to which work may be added, or deleted for sums stated in alternate bids.

1.6 An alternate bid (or alternate) is an amount stated in the bid to be added to the amount of the base bid if the corresponding change in project scope or materials or methods of construction described in the Bid Documents is accepted.

1.7 A Bidder is one who submits a bid for a prime Contract with the Owner for the work described in the Bid Documents.

1.8 A Sub-bidder is one who submits a bid to a Bidder for materials and/or labor for a portion of the work.

1.9 Where the word "Engineer" is used in any of the documents, it shall refer to the Prime Designer of the project, regardless of discipline.

ARTICLE 2

PRE-BID CONFERENCE

2.1 A Pre-Bid Conference may be held at the time and location described in the Advertisement for Bids. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the Bid Documents, and to receive comments and information from interested Bidders. If the Pre-Bid Conference and/or Job Site Visit is stated in the Advertisement for Bids to be a Mandatory Pre-Bid Conference and/or Mandatory Job Site Visit, bids shall be accepted only from those bidders who attend the Pre-Bid Conference and/or Job Site Visit. Contractors who are not in attendance for the entire Pre-Bid Conference and/or Job Site Visit will be considered to have not attended.

2.2 Any revision of the Bid Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum.

ARTICLE 3

BIDDER'S REPRESENTATION

3.1 Each Bidder by making his bid represents that:

3.1.1 He has read and understands the Bid Documents and his bid is made in accordance therewith.

3.1.2 He has visited the site and has familiarized himself with the local conditions under which the work is to be performed.

3.1.3 His bid is based solely upon the materials, systems and equipment described in the Bid Documents as advertised and as modified by addenda.

3.1.4 His bid is not based on any verbal instructions contrary to the Bid Documents and addenda.

3.1.5 He is familiar with the Code of Governmental Ethics requirement that prohibits public servants and/or their immediate family

members from bidding on or entering into contracts; he is aware that the Designer and its principal owners are considered Public Servants under the Code of Governmental Ethics for the limited purposes and scope of the Design Contract with the State on this Project (see Ethics Board Advisory Opinion, No. 2009-378 and 2010-128); and neither he nor any principal of the Bidder with a controlling interest therein has an immediate family relationship with the Designer or any principal within the Designer's firm. (see La. R.S. 42:1113). Any Bidder submitting a bid in violation of this clause shall be disqualified and any contract entered into in violation of this clause shall be null and void.

3.2 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. In the State of Louisiana, Revised Statutes 37:2150, et seq. will be considered, if applicable.

The Contractor shall be responsible for determining that all of his Sub-bidders or prospective Subcontractors are duly licensed in accordance with law.

ARTICLE 4

BID DOCUMENTS

4.1 Copies

4.1.1 Bid Documents may be obtained from the Coastal Protection and Restoration Authority as stated in the Advertisement for Bids.

4.1.1.2 In addition to the availability of printed Bid Documents, the Coastal Protection and Restoration Authority will provide the Bid Documents in electronic format. They may be obtained without charge and without deposit as stated in the Advertisement for Bids.

4.1.1.2.2 Where electronic distribution is provided, all other plan holders are responsible for their own reproduction costs.

4.1.2 Complete sets of Bid Documents shall

be used in preparing bids; neither the Owner nor the Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

4.1.3 The Owner or Engineer in making copies of the Bid Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

4.2 Interpretation or Correction of Bid Documents

4.2.1 Bidders shall promptly notify the Coastal Protection and Restoration Authority contact person listed in the Advertisement for Bids of any ambiguity, inconsistency or error which they may discover upon examination of the Bid Documents or of the site and local conditions.

4.2.2 Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Coastal Protection and Restoration Authority contact person listed in the Advertisement for Bids, to reach him/her at least seven days prior to the date for receipt of bids.

4.2.3 Any interpretation, correction or change of the Bid Documents will be made by addendum. Interpretations, corrections or changes of the Bid Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections and changes.

4.3 Substitutions

4.3.1 The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitutions shall be allowed after bids are received.

4.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Engineer at least seven (7) working days prior to the opening of bids. (RS38:2295C) Each such request shall include the name of the material or equipment for which it is to be substituted and a

complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the proposer to include in his proposal all changes required of the Bid Documents if the proposed product is used. Prior approval is given contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

4.3.3 If the Engineer approves any proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

4.4 Addenda

4.4.1 Addenda will be mailed or delivered to all who are known by the Coastal Protection and Restoration Authority to have received a complete set of Bid Documents.

4.4.2 Copies of addenda will be made available for inspection wherever Bid Documents are on file for that purpose.

4.4.3 Except as described herein, addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays. If the necessity arises of issuing an addendum modifying the Bid Documents within the seventy-two (72) hour period prior to the advertised time for the opening of bids, then the opening of bids shall be extended at least seven but no more than twenty-one (21) working days, without the requirement of re-advertising. The revised time and date for the opening of bids shall be stated in the addendum.

4.4.4 Each Bidder shall ascertain from the Coastal Protection and Restoration Authority prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their

receipt on the Bid Form.

4.4.5 The Owner shall have the right to extend the bid date by up to (30) thirty days without the requirement of re-advertising. Any such extension shall be made by addendum issued by the Coastal Protection and Restoration Authority.

ARTICLE 5

BID PROCEDURE

5.1 Form and Style of Bids

5.1.1 Bids shall be submitted on the Louisiana Uniform Public Work Bid Form provided by the Engineer.

5.1.2 All blanks on the Bid Form shall be filled in manually in ink or typewritten.

5.1.3 Bid sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.

5.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the bid or his authorized representative.

5.1.5 Bidders are cautioned to complete all alternates should such be required in the Bid Form. Failure to submit alternate prices will render the bid non responsive and shall cause its rejection.

5.1.6 Bidders are cautioned to complete all unit prices should such be required in the Bid Form. Unit prices represent a price proposal to do a specified quantity and quality of work.

5.1.7 Bidders are strongly cautioned to ensure that all blanks on the bid form are completely and accurately filled in.

5.1.8 Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.

5.1.9 The bid shall include the legal name of Bidder. Written evidence of the authority of the

person signing the bid shall be submitted at the time of bidding.

The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable under any of the following conditions:

(a) Signature on bid is that of any corporate officer listed on the most current annual report on file with the Secretary of State, or the signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the Secretary of State.

(b) Signature on bid is that of authorized representative as documented by the legal entity certifying the authority of the person.

(c) Legal entity has filed in the appropriate records of the Secretary of State, an affidavit, resolution or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the Secretary of State shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office. A bid submitted by an agency shall have a current Power of Attorney attached certifying agent's authority to bind Bidder. The name and license number on the envelope shall be the same as the entity identified on the Bid Form.

5.1.10 On any bid in excess of fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is licensed under R.S. 37: 2150-2173 and show his license number on the bid above his signature or his duly authorized representative.

5.2 Bid Security

5.2.1 No bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of five percent (5.0%) of the base bid and all alternates.

The bid security shall be in the form of a certified check or cashier's check drawn on a bank

insured by the Federal Deposit Insurance Corporation, or a Bid Bond written by a surety company licensed to do business in Louisiana and signed by the surety's agent or attorney-in-fact. The Bid Bond shall be written on the Coastal Protection and Restoration Authority Bid Bond Form, and the surety for the bond must meet the qualifications stated thereon. The Bid Bond shall include the legal name of the bidder be in favor of the State of Louisiana, Coastal Protection and Restoration Authority, and shall be accompanied by appropriate power of attorney. The Bid Bond must be signed by both the bidder/principal and the surety in the space provided on the Coastal Protection and Restoration Authority Bid Bond Form. Failure by the bidder/principal or the surety to sign the bid bond shall result in the rejection of the bid.

Bid security furnished by the Contractor shall guarantee that the Contractor will, if awarded the work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bonds as required by these Bid Documents, within ten (10) days after written notice that the instrument is ready for his signature.

Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as penalty.

5.2.2 The Owner will have the right to retain the bid security of Bidders until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

5.3 Submission of Bids

5.3.1 The Bid shall be sealed in an opaque envelope. The bid envelope shall be identified on the outside with the name of the project, and the name, address, and license number of the Bidder. The envelope shall contain **only one bid form** and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to

deliver his sealed bid to the Coastal Protection and Restoration Authority at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid.

If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof. Such bids shall be sent by Registered or Certified Mail, Return Receipt Requested, addressed to:

Coastal Protection and Restoration Authority
P. O. Box 44027
Baton Rouge, Louisiana, 70804-4027.

Bids sent by express delivery shall be delivered to:
Coastal Protection and Restoration Authority
150 Terrace Avenue
Suite 100
Baton Rouge, Louisiana 70802

5.3.2 Bids shall be deposited at the designated location prior to the time on the date for receipt of bids indicated in the Advertisement for Bids, or any extension thereof made by addendum. Bids received after the time and date for receipt of bids will be returned unopened.

5.3.3 Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.

5.3.4 Oral, telephonic or telegraphic bids are invalid and shall not receive consideration. Owner shall not consider notations written on outside of bid envelope which have the effect of amending the bid. Written modifications enclosed in the bid envelope, and signed or initialed by the Contractor or his representative, shall be accepted.

5.4 Modification or Withdrawal of Bid

5.4.1 A bid may not be modified, withdrawn or canceled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting

his bid, except in accordance with R.S. 38:2214 which states, in part, "Bids containing patently obvious mechanical, clerical or mathematical errors may be withdrawn by the Contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty eight hours of the Bid Opening excluding Saturdays, Sundays and legal holidays".

5.4.2 Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids.

5.4.3 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

5.4.4 Bid Security shall be in an amount sufficient for the bid as modified or resubmitted.

ARTICLE 6

CONSIDERATION OF BIDS

6.1 Opening of Bids

6.1.1 The properly identified Bids received on time will be opened publicly and will be read aloud, and a tabulation abstract of the amounts of the base bids and alternates, if any, will be made available to Bidders.

6.2 Rejection of Bids

6.2.1 The Owner shall have the right to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the Bid Documents or a bid in any way incomplete or irregular.

6.3 Acceptance of Bid

6.3.2 It is the intent of the Owner, if he accepts any alternates, to accept them in the order in which they are listed in the Bid Form. Determination of the Low Bidder shall be on the basis of the sum of the base bid and the alternates accepted. However,

the Owner shall reserve the right to accept alternates in any order which does not affect determination of the Low Bidder.

ARTICLE 7

POST-BID INFORMATION

7.1 Submissions

7.1.1 The Contractor shall submit all required deliverables in conformance with Section SP-4 of the Special Provisions.

It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilize Louisiana Subcontractors, manufacturers, suppliers and labor.

7.1.2 The Contractor will be required to establish to the satisfaction of the Engineer the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to such proposed Subcontractor's respective trades. The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers.

The General Contractor is totally responsible for any lost time or extra expense incurred due to a Subcontractor's/or Material Supplier's failure to perform. Failure to perform includes, but is not limited to, a Subcontractor's financial failure, abandonment of the project, failure to make prompt delivery, or failure to do work up to standard. Under no circumstances shall the Owner mitigate the General Contractor's losses or reimburse the General Contractor for losses caused by these events.

7.1.3 Subcontractors and other persons and organizations selected by the Bidder must be used on the work for which they were proposed and shall not be changed except with the written approval of the Owner and the Engineer.

In accordance with La. R.S. 38:2227, LA. R.S. 38:2212.10 and LA. R.S. 23:1726(B) the low bidder on this project must submit the completed

Attestations Affidavit (Past Criminal Convictions of Bidders, Verification of Employees and Certification Regarding Unpaid Workers Compensation Insurance) form found within this bid package. The Attestations Affidavit form shall be submitted to Coastal Protection and Restoration Authority contact person listed in the Advertisement For Bids within 10 days after the opening of bids.

ARTICLE 8

PERFORMANCE AND PAYMENT BOND

8.1 Bond Required

8.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of the Coastal Protection and Restoration Authority.

8.2 Time of Delivery and Form of Bond

8.2.1 The Bidder shall deliver the required bond

to the Owner simultaneous with the execution of the Contract.

8.2.2 Bond shall be in the form furnished by the Coastal Protection and Restoration Authority, entitled CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND, a copy of which is included in the Bid Documents.

8.2.3 The Bidder shall require the Attorney-in-Fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his power of Attorney.

ARTICLE 9

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 Form to be Used

9.1.1 Form of the Contract to be used shall be furnished by the Coastal Protection and Restoration Authority, an example of which is bound in the Bid Documents.

9.2 Award

9.2.1 Before award of the Contract, the successful Bidder shall furnish to the Owner a copy of a Disclosure of Ownership Affidavit stamped by the Secretary of State, a certified copy of the minutes of the corporation or partnership meeting which authorized the party executing the bid to sign on behalf of the Contractor.

9.2.2 In accordance with Louisiana Law, when the Contract is awarded, the successful Bidder shall, at the time of the signing of the Contract, execute the Non-Collusion Affidavit included in the Contract Documents

9.2.3 When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract between Owner and Contractor is duly executed.

LOUISIANA UNIFORM PUBLIC WORKS BID FORM

TO: Coastal Protection and Restoration Authority
150 Terrace Avenue
Suite 100
Baton Rouge, LA 70802
(Owner to provide name and address of owner)

BID FOR: Little Lake Shoreline Protection & Marsh Creation
Segment 1 & 2 Demolition
& Perpendicular Rock Dike Construction
Project (BA-0037)
(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Coastal Protection and Restoration Authority and dated: January 2018.
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) _____.

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

_____ Dollars (\$ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Additive Alternate No. 1 *(Not Applicable)* for the sum of:

_____ Not Applicable _____ Dollars (\$ Not Applicable)

Additive Alternate No. 2 *(Not Applicable)* for the sum of:

_____ Not Applicable _____ Dollars (\$ Not Applicable)

Additive Alternate No. 3 *(Not Applicable)* for the lump sum of:

_____ Not Applicable _____ Dollars (\$ Not Applicable)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORKS BID FORM

UNIT PRICE FORM

TO: Coastal Protection and Restoration Authority
 150 Terrace Avenue
 Suite 100
 Baton Rouge, LA 70802
(Owner to provide name and address of owner)

BID FOR: Little Lake Shoreline Protection & Marsh Creation
 Segment 1 & 2 Demolition
 & Perpendicular Rock Dike Construction
 Project (BA-0037)
Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Mobilization and Demobilization			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
1	1	LUMP SUM		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Rock Recovery and Placement			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
2	9,000	TON		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Floatation Dredging			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
3	1	LUMP SUM		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Woven Geotextile Fabric			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
4	5,500	SQ. YARDS		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Temporary Warning Signs			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
5	8	EACH		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Existing Warning Sign Removal			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
6	3	LUMP SUM		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Permanent Warning Signs			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
7	4	EACH		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Perpendicular Rock Dike Settlement Plate			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
8	1	LUMP SUM		

Wording for “DESCRIPTION” is to be provided by Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

LOUISIANA UNIFORM PUBLIC WORKS BID FORM

UNIT PRICE FORM

TO: Coastal Protection and Restoration Authority
150 Terrace Avenue
Suite 100
Baton Rouge, LA 70802
(Owner to provide name and address of owner)

BID FOR: Little Lake Shoreline Protection & Marsh Creation
Segment 1 & 2 Demolition
& Perpendicular Rock Dike Construction
Project (BA-0037)
Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Construction Surveys			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
9	1	LUMP SUM		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# ____ Addition for 250 LB CLASS ROCK			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
10	900	TON		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Not Applicable			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Not Applicable			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Not Applicable			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Not Applicable			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Not Applicable			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Not Applicable			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

Wording for “DESCRIPTION” is to be provided by Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

BID BOND
FOR
COASTAL PROTECTION AND RESTORATION AUTHORITY PROJECTS

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____,
as Principal, and _____, as Surety,
are held and firmly bound unto the State of Louisiana, Coastal Protection and Restoration Authority
(Obligee), in the full and just sum of five percent (5%) of the total amount of this proposal, including all
alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by
these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial
Management Service list of approved bonding companies as approved for an amount equal to or greater
that the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance
company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety
qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders'
surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this
Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power
of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith
submitting its proposal to the Obligee on a Contract for:

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall,
within such time as may be specified, enter into the Contract in writing and give a good and sufficient
bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the
Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

PRINCIPAL (BIDDER)

SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

BY: _____
AGENT OR ATTORNEY-IN-FACT (SEAL)

LITTLE LAKE SHORELINE PROTECTION & MARSH CREATION
SEGMENT 1 & 2 DEMOLITION
& PERPENDICULAR ROCK DIKE CONSTRUCTION
Name of Project

BA-0037
Project No.

STATE OF _____

PARISH OF _____

ATTESTATIONS AFFIDAVIT

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

(a) Public bribery (R.S. 14:118)

(c) Extortion (R.S. 14:66)

(b) Corrupt influencing (R.S. 14:120)

(d) Money laundering (R.S. 14:23)

- B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

(a) Theft (R.S. 14:67)

(f) Bank fraud (R.S. 14:71.1)

(b) Identity Theft (R.S. 14:67.16)

(g) Forgery (R.S. 14:72)

(c) Theft of a business record
(R.S.14:67.20)

(h) Contractors; misapplication of
payments (R.S. 14:202)

(d) False accounting (R.S. 14:70)

(i) Malfeasance in office (R.S. 14:134)

(e) Issuing worthless checks
(R.S. 14:71)

LA. R.S. 38:2212.10 Verification of Employees

- A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

LITTLE LAKE SHORELINE PROTECTION & MARSH CREATION
SEGMENT 1 & 2 DEMOLITION
& PERPENDICULAR ROCK DIKE CONSTRUCTION
Name of Project

BA-0037
Project No.

LA. R.S. 23:1726(B) Certification Regarding Unpaid Workers Compensation Insurance

- A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.
- B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

**SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER/AFFIANT**

Sworn to and subscribed before me by Affiant on the ____ day of _____, 20__ .

Notary Public

FOR INFORMATION ONLY

This document will be prepared by the Coastal Protection and Restoration Authority in the form appropriate for the project.

CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND

This agreement entered into this _____ day of _____, 2018, by (CONTRACTOR NAME) hereinafter called the "Contractor", whose business address is _____, and the State of Louisiana Coastal Protection and Restoration Authority, herein represented by its Executive Director executing this contract, and hereinafter called the "Owner".

Witnesseth that the Contractor and the Owner, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

Statement of Work: The contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:

Project No. _____
State ID No. _____ Site Code _____

in strict accordance with Contract Documents prepared by Owner.

It is recognized by the parties herein that said Contract Documents, including by way of example and not of limitation, the Plans, Specifications (including General Provisions, Special Provisions, and Technical Specifications), Any Addenda thereto, Instructions To Bidders, this Contract, Advertisement For Bids, Affidavit, Bid Form, Bonds (Bid, Performance, and Payment), any Submitted Post-Bid Documentation, Notice of Award, Notice to Proceed, Change Orders, and Claims, if any, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within _____ consecutive calendar days from and after the said date.

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of **\$ 1,500.00** per day for each consecutive calendar day which work is not complete beginning with the first day beyond the completion time.

Compensation to be paid to the Contractor: The Owner will pay and the Contractor will accept in full consideration for the performance of the contract the sum of _____ **Dollars (\$)** which sum represents the Contract Price.

Performance and Payment Bond: To these presents personally came and intervened _____, herein acting for _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as Surety for the said Contractor, unto the said Owner, up to the sum of _____ **Dollars (\$)**. By issuance of this bond, the surety acknowledges they are in compliance with R.S. 38:2219.

The condition of this performance and payment bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the Owner, from all cost and damages which he may suffer by said Contractor's non-performance or should said Contractor not pay all persons who have and fulfill obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said Surety agrees and is bound to so perform the contract and make said payment(s).

Provided, that any alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions or other forbearance being hereby waived.

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, sex, religion, national origin, genetic information, age or disabilities. Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in seven (7) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:

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

BY: _____

Michael Ellis, Executive Director

BY: _____

SURETY: _____

BY: _____

ATTORNEY IN FACT

ADDRESS

TELEPHONE NUMBER

STATE OF LOUISIANA
PARISH OF LAFOURCHE

PROJECT NO.: BA-0037
NAME: LITTLE LAKE SHORELINE PROTECTION
AND MARSH CREATION SEGMENT 1 & 2 DEMOLITION
& PERPENDICULAR ROCK DIKE CONSTRUCTION

A F F I D A V I T

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared _____ representing who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

PART I.

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

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

(2) That no part of the Contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

PART II.

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

That affiant, if an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public work when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public work for which the materials are being supplied.

For the purposes of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2018.

NOTARY

PART I GENERAL PROVISIONS

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.

- a. 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.
- b. 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.
- c. 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.
- d. A.S.T.M.: American Society for Testing and Materials.
- e. Bid: An offer or proposal submitted on the prescribed form setting forth the prices for the Work.
- f. Bidder: The person, association of persons, firm, or corporation submitting a proposal for the Work.
- g. Bidding Requirements: The Advertisement for Bids, Instructions to Bidders, Form of Bid Security, if any, and Bid Form with any supplements.
- h. 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 Contract.
- i. 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.
- j. Contract: The written agreement between the Owner and the Contractor which defines the work to be completed and shall be understood to also include all Contract Documents.
- k. Contract Documents: The Contract, 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.

- l. Contract Price: The moneys payable by the Owner to the Contractor for the Work in accordance with the Contract Documents as stated in the Contract.
- m. Contract Time: The number of calendar days specified in the Contract for completion of the Work, together with any extensions authorized through change orders.
- n. Contractor: The person, association of persons, firm, or corporation entering into the duly awarded Contract.
- o. Contracting Agency: The State of Louisiana, Coastal Protection and Restoration Authority (CPRA).
- p. 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.
- q. Design Report: A written report by the Engineer which provides the design methodology for the Work.
- r. Effective Date of the Contract: The date indicated in the Contract on which it becomes effective.
- s. Engineer: The State of Louisiana, Coastal Protection and Restoration Authority, or its designee.
- t. 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.
- u. 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 Coastal Protection and Restoration Authority in the form of a Change Order.
- v. Federal Sponsor: The federal agency which has been tasked, if applicable, to manage the implementation of the project.
- w. 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.
- x. Laboratory: The firm, company, or corporation which is used to test materials and is approved for use by the Engineer.
- y. 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.
- z. 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.
- aa. Milestone: A principal event specified in the Contract Documents relating to an intermediated completion date or time prior to the Contract Times.

- bb. 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 Payment and Performance Bond and Non-Collusion Affidavit.
- cc. Notice to Proceed: The written notice to the Contractor by the Owner which provides the starting date for the Contract Time.
- dd. Owner: The Owner is the State of Louisiana (State) which acts through the Contracting Agency.
- ee. Performance and Payment 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.
- ff. 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.
- gg. Project Site: The location where the Work is to be performed as stated in the Contract Documents.
- hh. Resident Project Representative: An authorized representative of the Engineer who is responsible to inspect the Work and materials furnished by the Contractor.
- ii. Right-of-way: That entire area reserved for constructing, maintaining, and protecting the proposed improvement, structures, and appurtenances of the Work.
- jj. 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.
- kk. 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.
- ll. 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.
- mm. State: The State of Louisiana.
- nn. Structures: Bridges, plugs, weirs, bulkheads, berms, dams, levees, and other miscellaneous construction encountered during the Work and not otherwise classified herein.
- oo. 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.
- pp. 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.
- qq. Successful Bidder: The lowest responsible Bidder whom the Owner makes an award.
- rr. Special Provisions: That part of the Contract Documents which amends or supplements these General Provisions.

- ss. 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.
- tt. Temporary Structures: Any non-permanent structure required while engaged in the prosecution of the Contract.
- uu. Work: All work specified herein or indicated on the Plans.
- vv. 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 Advertisement For Bids and the Instruction 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 Coastal Protection and Restoration Authority, 150 Terrace Avenue, Suite 100, Baton Rouge, Louisiana 70802.

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 and all orders and decrees of bodies or tribunals having any jurisdiction or authority which may affect those employed for the execution of the Work or which may affect the conduct of the Work. 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, whether by the Contractor or by the Contractor's employees. 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 Contract 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 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.

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 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 Number 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and The Copeland Act of Title 40 (40 U.S.C. § 3145). Prevailing Wage Determination Schedules, as determined by the United States Department of Labor, are provided in the Appendix. Prevailing Wage Determination Schedules are subject to modification by the United States Department of Labor. The Contractor is responsible for utilizing the most current Prevailing Wage Determination Schedule. These documents can be downloaded from the following link: <http://www.wdol.gov/dba.aspx#3>. Modifications to Prevailing Wage Determination Schedules shall be effective if received (or posted) no less than 10 days prior to bid opening.

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 Advertisement For Bids. If the Pre-Bid Conference is stated in the Advertisement for Bids to be a MANDATORY Pre-Bid Conference, bids shall be accepted only from those bidders who attend the Pre-Bid Conference in its entirety. Failure to attend a mandatory Pre-Bid Conference in its entirety will result in a null or void Bid.

A site visit may also be held at the Project Site as specified in the Advertisement For Bids or at the Pre-Bid conference. If held, 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.

All questions shall be in writing and faxed or emailed to the Coastal Protection and Restoration contact person listed in the Advertisement For Bids after the Pre-Bid Conference and by the due date announced at the Pre-Bid conference. In order to ensure adequate response time, all questions and/or requests for clarification or interpretation of the Bid Documents should be received by the Coastal Protection and Restoration Authority at least seven days prior to the date for receipt of bids. Oral statements will not be binding or legally effective. The Coastal Protection and Restoration Authority will issue 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 Coastal Protection and Restoration Authority contact person for any additional information.

GP-6 NOTICE OF AWARD

The Owner, or its designated bidding agent, shall provide written notice to the Successful Bidder stating that the Owner will sign and deliver the Contract 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 the Instructions To Bidders, unless an extension is granted to the Contract Time as specified in GP-44. If the Bid contains an Alternate Bid(s), and the Alternate Bid(s) is awarded and included in the Contract, the Contract Time associated with the Alternate Bid(s) will be as provided in the Instructions To Bidders.

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:

- a. Typical report form for the Bi-Weekly Progress Meeting;
- b. Typical form for Daily Progress Report;
- c. Hurricane and Severe Storm Plan;
- d. Site-specific Health and Safety Plan;
- e. 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).

- f. The personnel, material, subcontractors, fabricators, suppliers, types of equipment, and equipment staging areas the Contractor proposes to use for construction;
- g. Shop drawings, test results, and sample submittals;
- h. Survey layout and stakeout;
- i. All supplemental items specified in the Special Provisions.

The Work Plan shall be submitted to the Engineer prior to the Pre-Construction Conference by the date provided in the 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:

- j. All of the elements in the Work Plan, including updates;
- k. A work order issued from Louisiana One Call ordering all their subscribers in the project area to mark their utilities;
- l. 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 the 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:

- a. Date and signature of the author of the report;
- b. 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;
- c. Field notes of all surveys;
- d. Notes on all inspections;
- e. Details of Health and Safety meetings;
- f. A brief description of any Change Orders, Field Orders, Claims, Clarifications, or Amendments;
- g. Condition of all navigation aides (I.E., warning signs, lighted marker buoys) and any repairs performed on them;
- h. Weather conditions (adverse weather day, wind speed and direction, temperature, wave height, precipitation, etc.);
- i. The amount of time lost to severe weather or personnel injury, etc;
- j. Notes regarding compliance with the Progress Schedule;
- k. 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:

- a. 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.
- b. Notes from continuous monitoring of NOAA marine weather broadcasts and other local commercial weather forecasts.

- c. Equipment list with details on their ability to handle adverse weather and wave conditions.
- d. List of safe harbors or ports and the distance and travel time required to transfer equipment from the Project Site.
- e. Hard copies of any written approvals or operations schedules associated with the use of the safe harbors or ports.
- f. Method of securing equipment at the safe harbors or ports.
- g. 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.
- h. Methods which will be used to secure equipment left onsite during adverse weather conditions.
- i. Evacuation or immediate reaction plans to be taken by personnel for sudden storm occurrences.
- j. Operations procedures which will be used to secure critical dredging equipment such as spuds, swing wires, anchor wires, or tugs during adverse weather conditions.
- k. 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 AND 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 MEETINGS AND REPORTS

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 Contract. 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:

- a. Any conflict, error, ambiguity, or discrepancy within the Contract Documents; or
- b. 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
- c. Any standard, specification, manual, or code (whether or not specifically incorporated by reference in the Bid Documents); or
- d. 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, Field Order 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 Provisions 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:

- a. It is at least equal in quality, durability, appearance, strength, and design characteristics;
- b. There is no increase in any cost including capital, installation, or operating to the Owner;
- c. 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 F. 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 known 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 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 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 ENVIRONMENTAL PROTECTION

The Contractor shall comply with and abide by all federal, state, and local laws and regulations controlling pollution of the environment, including air, water, and noise. The Contractor shall take precautions to prevent pollution of waters and wetlands with fuels, oils, bituminous materials, chemicals, sewage, or other harmful materials and contaminants, and to prevent pollution of the atmosphere from particulate and gaseous matter, in accordance with all terms and conditions of federal, state, and local air and water pollution control laws and

programs and their rules and regulations, including the federal Clean Air Act and the federal Clean Water Act.

The Contractor shall adhere to the provisions which require compliance with all standards, orders, or requirements contained under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, which prohibit the use under non-exempt Federal contracts, grants, or loans, of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

Construction operations in rivers, streams, lakes, tidal or coastal waters, reservoirs, canals, wetlands, and any other impoundments shall be restricted to areas where it is necessary to accomplish the Work and performed in accordance with any applicable federal, state, and local laws, regulations, permit requirements, and guidelines, and the Contractor shall conduct the Work in a manner that will not cause damaging concentrations of silt or pollution to water.

Contractor shall maintain and operate equipment to minimize noise, dust, and vibration near noise, dust and vibration-sensitive areas such as churches, hospitals, schools, and residential areas, and assure that any activities conducted near such areas are not unduly disruptive. Contractor shall maintain all equipment with properly functioning mufflers.

The Contractor shall be responsible for determining and utilizing any erosion and pollution control features or methods that may be necessary to comply with all federal, state, and local laws and regulations.

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:

- a. The International Navigational Rules Act of 1977 (Public Law 95-75, 91 Stat. 308, or 33 U.S.C. 1601-1608); and
- b. 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/?pageName=navRulesContent>.

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 regulated by the USCG shall have the required USCG documentation that is current before being placed in service. A copy of any USCG Form 835 issued to the vessel in the preceding year shall be made available to the Owner and Engineer and a copy shall be on board the vessel. 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 dredges and quarter boats not subject to USCG inspection and certification or not having a current ABS classification shall be inspected in the working mode annually by a marine surveyor accredited by the National Association of Marine Surveyors (NAMS) or the Society of Accredited Marine Surveyors (SAMS) and having at least 5 years' experience in commercial marine plant and equipment. The inspection certificate shall be posted in a public area on board each dredge and/or quarter boat.

All other plant and support vessels shall be inspected before being placed in service and at least annually by a qualified person. The inspection certificate shall be posted in a public area on board each plant and/or vessel.

GP-39 RECORD KEEPING

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 will 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 CLAIMS FOR EXTRA COST

The Contractor is expected to complete the Work according to the Contract Price specified in the Bid Documents. If the Contractor deems additional compensation is due for work, materials, delays or other additional costs/or expenses not covered in the Contract or not ordered as extra work, the Contractor shall give the Engineer written notice thereof within fourteen (14) calendar days after the receipt of such instructions and, in any event, before commencing the procedure. The Contractor shall justify the claim for extra cost by providing supporting data and calculations. The Engineer shall determine whether the Contractor is entitled to be compensated for such extra cost and shall make any required adjustments of the Contract in accordance with GP-43. If no written claim is made within this fourteen (14) calendar-day period, the Contractor will be deemed to have waived any claim for extra cost for such work.

Claim for damages or delays of the Work shall not be made by the Contractor for a relocation of the construction operation or portions thereof to other locations within the geographical scope of the project, when in the opinion of the Engineer, such relocation is necessary for the most effective prosecution of the Work and may be accomplished without undue hardship.

GP-43 ALTERATION OF THE CONTRACT AND COMPENSATION

Using Change Orders, Field Orders, or Written Amendments, the Owner may order extra work or make changes by altering the details of construction, add to or deduct from the Work. The requirements and stipulations of these documents shall be binding on the Owner and Contractor throughout the remainder of the Contract. Any claim for an extension of Contract Time caused thereby shall be adjusted at the time of ordering such change.

The value of any such extra work or change shall be determined in one or more of the following ways and in the following priority:

- a. By application of the unit prices in the Contract to the quantities of the items involved or subsequently agreed upon; or
- b. By mutual acceptance between the Owner and Contractor of a lump sum.

If none of the above methods is agreed upon, the Contractor, provided he is so ordered by the Owner in writing, shall proceed with the Work on a "force account" basis. In such a case, the Contractor shall keep and preserve in such form as the Engineer may direct, a correct itemized account of the direct cost of labor, materials, equipment, together with vouchers bearing written certification by the Contractor. In any case, the Engineer shall certify to the amount, including an allowance of fifteen percent (15%) for jobsite and home office overhead indirect expenses and profit due to the Contractor. Where such change involves a subcontractor, an allowance of fifteen percent (15%) for overhead and profit shall be due the subcontractor and an allowance of ten percent (10%) shall be due the Contractor. Pending final determination of value, payments on account of changes shall be made on the Engineer's estimate and as approved in an executed Change Order.

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 Bid 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 OWNER'S RIGHT TO TERMINATE CONTRACT FOR CAUSE OR CONVENIENCE

45.1 TERMINATION FOR CAUSE

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

- a. The Work is not begun within the time specified in the Notice to Proceed; or
- b. The Work is performed with insufficient workmen, equipment, or materials to assure prompt completion; or
- c. The Contractor performs unsuitable, neglected or rejected work, refuses to remove materials; or
- d. The Work is discontinued; or
- e. The Work is not completed within the Contract Time or time extension; or
- f. Work is not resumed within a reasonable time after receiving a notice to continue; or
- g. The Contractor becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- h. The Contractor allows any final judgment to stand unsatisfied for a period of ten (10) days; or
- i. The Contractor makes an assignment for the benefit of creditors; or
- j. 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 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.

45.2 TERMINATION FOR CONVENIENCE

Owner may, at any time, terminate this Contract or any portion thereof, for Owner's convenience, upon providing written notice to the Contractor. In such case, Contractor shall be paid for all work completed through the date notice was provided (less payments already received) and reasonable demobilization and restocking charges incurred and reasonable overhead and profit based upon industry standards on the work performed. In no event shall the Contractor be entitled to payment of overhead and profit on work not performed. In the event it is determined that the Contractor was wrongfully terminated for cause, pursuant to Section GP 45.1 above, such termination shall be automatically converted to a termination for convenience under and payment made as provided under this Section.

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.

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner after seven (7) calendar days written notice to the Contractor, may correct such deficiencies itself or by use of other contractors without prejudice to any other remedy it may have, and may deduct the cost thereof from the payment then or thereafter due to the Contractor.

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 officers, employees, representatives, and/or agents from all suits, actions, 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) brought because of injuries or damage sustained by a person or property due to the operations of Contractor; due to negligence in safeguarding the Work, or use of unacceptable materials in constructing the Work; or any negligent act, omission, or misconduct of the Contractor; or claims or amounts recovered under the Workmen's Compensation Act or other law, ordinance, order, or decree; any money due the Contractor as considered necessary by the Owner for such purpose may be retained for use of the State or in case no money is due, the performance and payment bond may be held until such suits, actions, claims for injuries or damages have been settled and suitable evidence to that effect furnished to the Owner; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that adequate Workman's Compensation, Public Liability, and Property Damage Insurance are in effect.

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 SUBSTANTIAL COMPLETION

Upon notice from the Contractor that it believes the project has reached substantial completion, and before final acceptance, the Engineer will make an inspection of the Work. "Substantial Completion" is defined as the date on which the Work is complete in accordance with the Contract Documents in order that the Owner can occupy and use the project for its intended use. The date of Substantial Completion shall be specified in the Notice of Acceptance.

If the Owner or its representative determines the Project is substantially complete, the Owner will issue a Notice of Acceptance identifying the date the Project reached Substantial Completion and attach a punch list, if applicable, identifying the remaining items that must be completed before final payment. The Contractor shall then file the executed Notice of Acceptance with the Clerk of Court in the Parish(s) where the work is performed and shall forward one complete copy of the recorded acceptance to the Owner and Engineer.

If the inspection discloses any work as being unsatisfactory or incomplete and such work generates a formal

punch list, the Engineer will give the Contractor instructions for correction of same, and the Contractor shall immediately comply with such instructions. Upon satisfactory completion of the corrections, when a "Punch List" is generated, the Engineer shall prepare a "Recommendation of Acceptance" incorporating the punch list and submit to the Owner. Upon approval of the Recommendation of Acceptance, the Owner may issue a Notice of Acceptance of the Contract which shall establish the date of Substantial Completion.

Any punch list generated by the Engineer shall be accompanied by a cost estimate to correct the particular items of work the Engineer has developed. The cost estimate shall be developed based on mobilization, labor, material, and equipment costs of correcting each punch list item and shall be retained from monies owed to the Contractor, above and beyond the standard retainage. The Engineer shall retain his working papers used to determine the punch list items cost estimates should the matter be disputed later. The Owner shall not withhold from payment more than the value of the punch list. Punch list items completed shall be paid upon the expiration of the forty-five (45) day lien period. After that payment, none of the remaining funds shall be due the Contractor until all punch list items are completed and are accepted by the Engineer.

If the dollar value of the punch list exceeds the amount of funds, less retainage amount, in the remaining balance of the Contract, the Project shall not be accepted as Substantially Complete. If the funds remaining are less than required to complete the punch list work, the Contractor shall pay the difference. The provisions listed above shall not be subject to waiver.

Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work/project as provided in the Notice of Acceptance, unless otherwise agreed to in writing by the Owner and Contractor. In the instance where the Owner has accepted the Work/project as substantially complete and issued a Notice of Acceptance, and the Contractor must remain on the premises to complete the "Punch List" or for whatever reason, the Contractor shall maintain Commercial General Liability insurance, Auto Liability insurance and Worker's Compensation insurance as set forth herein until the expiration of the forty-five (45) day lien period or upon the completion of the work/project, whichever is later. Builder's Risk insurance, if applicable, may be cancelled only with the written permission of the Owner or the Owner's representative at Substantial Completion.

If the punch list is not completed within forty-five (45) days, through no fault of Owner or Engineer, the Owner may, but is not required, to place the Contractor in default. Thereafter, the Owner shall notify the Surety. If the Surety has not completed the punch list within forty-five days of receipt of notification, the Owner may, but is not required to, complete the remaining punch list items. Any costs incurred shall be paid for first out of any remaining Contract funds. If the costs incurred exceed the remaining Contract funds, the Contractor and its Surety shall be liable for such costs.

Upon completion of the punch list, Contractor shall request Final Inspection.

GP-54 FINAL INSPECTION AND ACCEPTANCE

Whenever the work provided for, or contemplated by the contract, have been satisfactorily completed, all punch list items completed and the final cleaning up is performed, the Engineer shall be notified in writing that said work is completed and ready for final inspection. The Engineer shall, unless otherwise provided, make the final inspection within a reasonable length of time after the receipt of such notification.

If all construction provided for in the contract is found completed to the Engineer's satisfaction, that inspection shall constitute the final inspection and the Engineer will make recommendation to the Owner for final acceptance and notify the Contractor in writing of this recommendation of acceptance.

GP-55 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-56 COMPLETION OF CONTRACT

Notwithstanding any other provision of this Contract and all applicable and necessary time delays under Louisiana law, 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-57 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.

a. The guarantee shall include:

- 57.a.1 A written warranty by the manufacturer for each piece of installed project equipment or apparatus furnished under the Contract.
- 57.a.2 Any necessary repair or replacement of the warranted equipment during the guarantee period at no cost to the Owner.
- 57.a.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.

b. The guarantee shall exclude defects or damage caused by:

- 57.b.1 Abuse or improper modification, maintenance, or operation by anyone other than the Contractor; or
- 57.b.2 Wear and tear under normal usage.

- c. 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:

- 57.c.1 Observations by the Owner or Engineer; or
- 57.c.2 Recommendations by the Engineer or payment by the Owner; or
- 57.c.3 Use of the Work by the Owner; or
- 57.c.4 Issuance of a notice of acceptance by the Owner pursuant to the provisions of GP-53, or failure to do so; or
- 57.c.5 Any inspection, test, or approval by others; or
- 57.c.6 Any correction to non-conforming work by the Owner.

GP-58 DISPUTE RESOLUTION

The parties shall use their best efforts to resolve all disputes in an amicable fashion. Prior to filing suit by either party with respect to any claims, or disputes arising between the parties, the disputes shall be submitted first to non-binding mediation. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. If the parties cannot agree to a private mediator, then the mediator shall be selected by the American Arbitration Association, upon the filing of a demand for mediation.

If the dispute is not resolved by mediation within 60 days from the request for mediation, then either party may institute legal proceedings. Any litigation involving the Owner and arising under or related to the Contract or the bidding or award thereof shall be instituted exclusively in the 19th Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana.

GP-59 PAYMENT

The Owner hereby agrees to pay to the Contractor as full compensation for all work performed under the contract, and/or supplemental agreements thereto, the monetary value of the actual quantities in the completed work according to the schedule of unit prices and/or lump sum prices set forth in attached bid proposal and/or duly authorized supplements thereto, and made a part of the Contract.

Partial payments under the Contract shall be made at the request of the Contractor not more than once each month, based upon partial estimates agreed to by the Contractor and Engineer and shall be furnished to the Engineer and approved by the Engineer prior to transmittal to the Owner for approval and payment.

A Subcontractor Report (Appendix A, Attachment A1) should be submitted by the Contractor with each request for partial payment, to be used for informational purposes only by CPRA.

The partial estimates will be approximately stated, and all partial estimates and payments shall be subject to corrections in the estimate rendered following the discovery of any error in any previous estimates.

The payment of the partial estimate shall be taken as verification that the work has been performed and that its

quality is satisfactory, however it will in no way serve as a release to the Contractor for the responsibility of any portions thereof. The work and any particulars relating thereto shall be subject to revision and adjustment by the Engineer and/or the Owner at any time prior to final payment, regardless of any previous action taken.

There shall be reserved from the payments provided for the Contract ten percent (10%) for contracts less than \$500,000 or five percent (5%) for contracts of \$500,000 or more, of the estimates submitted, said sum to constitute a trust fund for the protection of and payment to any person or persons, mechanic, subcontractor or materialmen who shall perform any labor upon such contract, or the doing of said work, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work, and shall be withheld for a minimum of forty-five (45) calendar days after final acceptance of the completed contract.

After the expiration of the forty-five (45) calendar day period, the reserve in excess of a sum sufficient to discharge the claims of materialmen and laborers who have filed their claims, together with a sum sufficient to defray the cost of such action and to pay attorneys' fees, shall be paid to the Contractor.

The Contractor shall be responsible for obtaining and furnishing a clear lien and privilege certificate to the Owner at the expiration of the retainage period, and prior to payment of any reserve withheld.

GP-60 PAYMENTS WITHHELD

In addition to the percentage provided for in Section GP-58 of these General Provisions and in accordance with any other provision of this Contract, the Owner may withhold such amounts from any payment as may be necessary to protect himself from loss on account of:

- a) Defective work not remedied;
- b) Claims filed or reasonable evidence indicating probable filing of claims;
- c) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- d) Reasonable evidence that the Work will not be completed within the Contract time and that the unpaid balance would not be adequate to cover damages for the anticipated delay;
- e) A reasonable doubt that the contract can be completed within the time period remaining under the contract;
- f) Damage to another contractor;
- g) Failure to submit required reports; or
- h) Modifications of the contract which necessitate the execution of change orders prior to payment of funds.

Furthermore, nothing contained in this Section shall be deemed to limit the right of the Owner to withhold liquidated damages, as stated in the Instructions to Bidders, from any amounts which may be due and owed the Contractor for work performed under the contract.

GP-61 LIENS

Neither the final payment nor any part of the retained percentage shall come due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this contract, or receipts in full in lieu thereof, and, if required by the Owner, an affidavit that so far as he has knowledge or information, the releases and receipts include all labor and material for which a lien could be filed; but if any subcontractor refuses to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against any lien, construction cost, or attorney's fees.

GP-62 EQUAL EMPLOYMENT OPPORTUNITY

The State of Louisiana is an equal opportunity employer, and looks to its Contractor, subcontractors, vendors and suppliers to take affirmative action to effect this commitment in its operations.

By submitting the bid proposal and executing the Contract, the Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, and the Age Act of 1975, and the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Contractor agrees not to discriminate in its employment practices, and will render services the Contract, without regard to their race, age, color, religion, sex, national origin, veteran status, political affiliation or disabilities. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of the Contract.

GP-63 ANTI-KICKBACK CLAUSE

The Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the completion of the work, to give up any part of the compensation to which he is otherwise entitled.

GP-64 SUSPENSION/DEBARMENT

Contractor certifies, by signing and submitting any bid, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov.

Contractor agrees to secure from any contractor(s) and subcontractor(s) for the captioned project, certification that such contractor(s) and subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

Contractor shall provide immediate notice to Owner in the event of it or its contractor(s) or any subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the Federal

Government or of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Contract.

Upon receipt of notice of suspension, debarment, or declaration that Contractor or its contractor(s) or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the Federal Government or of the State of Louisiana, either prior to or after execution of this Contract, Owner reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Contract pursuant to the terms of GP-45 OWNER'S RIGHT TO TERMINATE CONTRACT FOR CAUSE OR CONVENIENCE, or take such other action it deems appropriate under this Contract.

GP-65 LOUISIANA FIRST HIRING ACT

Contractor shall comply with the Louisiana First Hiring Act (La. R.S. 39:2201-2204), which requires that within ten (10) days of executing the Contract, Contractor shall submit the following information to the Louisiana Workforce Commission:

65.c.1 The number and types of jobs anticipated for the Work.

65.c.2 The skill level of the jobs anticipated for the Work.

65.c.3 The wage or salary range for each job anticipated for the Work.

65.c.4 Methods, if any, that the Contractor will use to recruit unemployed persons or person employed in low wage jobs to fill job openings for the Work.

END OF PART I - GENERAL PROVISIONS

PART II SPECIAL PROVISIONS

SP-1 LOCATION OF WORK

The Work to be performed is located in Lafourche Parish, Louisiana, on shoreline protection rock of Segment 1 and Segment 2 of the BA-0037 project. A boat is required to reach the project site with an access route from Bayou Barataria as shown on Appendix I. The rock dike begins at the mouth of Superior Canal and Brusle Lake and follows the lake rim to John Fool Bayou to the east. The proposed maintenance work is between Bay L'Ours and Brusle Lake.

For site visit purposes only, an alternative access route is available upon permission from the land owner representative, Randy Moertle. From the intersection of US highway 90 and LA highway 308, go south down LA highway 308, continue on LA 308 to Cut Off, take a left on local road to Clovelly Farm Boat Launch. A boat is required to reach the project site from here. Travel east in the oil field canal, turn south once entering Little Lake, and follow the lake rim to the mouth of Superior Canal at Brusle Lake. The rock dike begins at the mouth of Superior Canal and Brusle Lake and follows the lake rim to John Fool Bayou to the east. The proposed maintenance work is 29,000 ft southeast of Clovelly Farms Boat launch. The Clovelly Farm Boat Launch is a private launch and permission to access the launch shall be obtained from Randy Moertle at (985) 856-3630.

SP-2 WORK TO BE DONE

This Contract will provide for the excavation and transport of rock above the existing mud line or -2.0 feet NAVD 88 (whichever is lower) for all material on Rock Dike Segment No. 1 and 870 linear feet of Rock Dike Segment No. 2. In addition, the recovered rock will be used to build a perpendicular rock dike branching southward off of Rock Dike Segment No. 2 where excavation has terminated. Floatation dredging will be required along the proposed Perpendicular Rock Dike alignment and potentially in front of Rock Dike Segments No. 1 and No. 2. Warning Signs, Geotextile Fabric, and Settlement Plate installation will also be required. Surveys will be required before and after construction, with drawings to accompany each.

The Work covered by these Specifications consists of furnishing all materials, equipment, and labor for performing all required Work for the mobilization, demobilization, geotextile removal & placement, rock removal & placement, warning sign removal & placement, settlement plate installation, and dredging in accordance with these Specifications and in conformity shown on the Plans or as directed by Engineer. Major tasks associated with this Work include, but may not be limited to, the following:

- 2.1 Site Examination: Bidders are required to examine the Project Site. Investigation of the Project Site may show that sand bars, mudflats, rock, logs, stumps, snags, debris and other obstructions may be encountered. No payment for removal or disposal of these obstructions shall be made.
 - 2.1.1 The Contractor shall become familiar with the location and conditions of the Project Site. The Contractor shall be aware of shallow waters, stumps, logs, sand bars, mudflats, and any obstructions near the site. Marine maps showing the location of nearby structures, channels, sandbars, and other pertinent information may be obtained from the U.S. Coast Guard;
 - 2.1.2 The Contractor is advised to visit the Project Site and determine the best unloading and staging locations. The Contractor shall be responsible for securing all staging and unloading locations. The Contractor shall use maps and information for the Project Site area, but must always judge site conditions because of changing conditions of tides and currents. No

additional compensation shall be allowed for difficult access due to adverse weather and low tides. All barge equipment and other work vessels on site shall be floating at all times. The Contractor shall verify the types of equipment necessary for accessing the Project Site and completing the Work as specified.

- 2.2 Mobilization and Demobilization: Mobilization consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to the project site; the establishment of offices, buildings and other facilities necessary for work on the project; the cost of bonds and any required insurance; and other preconstruction expenses necessary for start of the Work, excluding the cost of construction materials.
- 2.3 Rock Recovery and Placement: The scope of this task includes the mechanical excavation, transport, and placement of rock from two existing rock dike segments in accordance with these specification and in conformity to lines, grades, and thicknesses shown on the plans or as directed by Engineer.
- 2.4 Floatation Dredging: The scope of this work includes removing and satisfactorily disposing of all spoil material required to construct the floatation channels, which shall be maintained in a useable configuration for the duration of the project by the Contractor. Material shall be mechanically excavated from the designated floatation areas and placed in the spoil placement locations as shown on the Plans.
- 2.5 Woven Geotextile Fabric: The Work provided herein consists of furnishing all labor, material, equipment, and performance of all operations required for furnishing, hauling, placing, completing, and maintaining the woven geotextile fabric until placement of the stone cover is completed and accepted, as specified herein and on the plans.
- 2.6 Temporary Warning Signs: This Work consists of furnishing and assembling the materials needed to construct and install warning signs in accordance with these specifications and the project plans or as directed by the Engineer.
- 2.7 Permanent Warning Signs: This Work consists of furnishing and assembling the materials needed to construct and install warning signs in accordance with these specifications and the project plans or as directed by the Engineer.
- 2.8 Perpendicular Rock Dike Settlement Plate: This Work consists of furnishing and assembling the materials needed to construct and install rock settlement plates in accordance with these specifications and the project plans or as directed by the Engineer.
- 2.9 Surveying: The scope consists of surveying of all transects required in this specification or shown on the plans. The two existing bench marks in the area will be used for horizontal and vertical control. Data sheets for these benchmarks are included as Appendix G. All surveying work listed in this section shall be performed under the direct supervision of a professional surveyor licensed in state of Louisiana unless stated otherwise. All drawings shall be stamped by the surveyor. All surveying shall reference the North American Datum of 1983, Louisiana South Zone, U. S. Survey Feet. All plan view drawings shall be drawn in the North American Datum of 1983, Louisiana South Zone, U. S. Survey Feet.

Prior to construction, a Pre-Construction Survey shall be performed on Rock Dike Segment No. 1 & No. 2, spoil placement areas, floatation channels, and perpendicular rock dike alignment. During construction, process surveys shall be performed for partial acceptance and payment. After

construction is complete, the Contractor shall develop an As-Built Survey for final Acceptance of the Work.

- 2.10 Existing Infrastructure: The Contractor shall be responsible for investigating, locating and protecting all existing facilities, structures, services, and pipelines on, above, or under the surface of the Project Site. The Owner will not be held responsible for damage to the Contractor's equipment, employees, subcontractors, adjacent property owners, or anyone else connected with this project due to encountering objects above and below the water line.

Existing infrastructure, where indicated on the Plans, is shown only to the extent such information was made available to or discovered by the Engineer during preparation of the Plans. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness is expressly disclaimed. If the Contractor fails to discover an underground installation and damages the same, the contractor shall be responsible for the cost of the repair.

The Contractor shall call Louisiana One Call at 1-800-272-3020 at least five (5) working days prior to mobilization to locate any unknown utility lines in the area.

SP-3 BID ITEMS, CONTRACT DATES, AND DELIVERABLES

Milestone	Location or Recipient	Date Due	Specification
Advertisement For Bids	Publications	As advertised	N/A
Mandatory Pre-Bid Conference	Provided in Advertisement for Bids	As advertised	Advertisement for Bids
Questions on Bid Documents	Deliver to CPRA	As Announced at Pre-Bid Conference	GP-5
Effective Date of Contract	Contractor and Owner	Stated in Contract	Contract
Start of Contract Time	Contractor and Owner	As stated in Notice to Proceed	GP-7
List of Subcontractors	Submit to Engineer	Prior to awarding subcontracts	GP-19
Work Plan	Submit to Engineer	At least 14 days prior to Pre-Construction Conference	GP-8
Progress Schedule	Submit to Engineer	At least 14 days prior to starting construction, bi-weekly thereafter	GP-9
Daily Progress Report (GP-10)	Submit to Engineer	12:00 PM each day from mobilization to demobilization	
Pre-Construction Conference	Contractor and Engineer	As determined by the Engineer after Notice to Proceed is issued	GP-14
Progress Meetings and Reports	At Project Site	Daily or as determined at the Pre-Construction Conference	GP-13, GP-39
Date(s) the Equipment are on Premises	Submit to Engineer	30 days after receipt of Notice to Proceed	SP-4
Pre-Construction Survey	Submit to Engineer	14 working days prior to anticipated start of Construction	
Start of Work	Submit to Engineer	2 weeks after equipment has arrived on site	SP-4
Process Surveys	Submit to Engineer	5 working days after notification that field data collection for each process survey is complete	
Delivery Slips	Submit to Engineer or Resident Project Representative	Upon arrival to Project Site	SP-4
Final Inspection and Acceptance	Submit to Engineer	Upon completion of Work	GP-54
As-Built Drawings	Deliver to Engineer	Prior to Final Inspection as scheduled by the Engineer	GP-55
Written Notice of Completion of Work	Deliver to Engineer	Upon completion of Work	GP-53
End of Contract Time	At Project Site	90 calendar days after Notice to Proceed	Instructions to bidders

SP-4 DELIVERABLES

- 4.1 Prior to Construction: The contractor shall submit the following documents to the engineer prior to the Pre-Construction Conference specified in gp-14:

- 4.1.1 Work Plan as specified in GP-8;
- 4.1.2 Progress Schedule as specified in GP-9;
- 4.1.3 Copy of typical Daily Progress Report as specified in GP-10.
- 4.1.4 Hurricane and Severe Storm Plan as specified in GP-11;
- 4.1.5 Sample Invoice;
- 4.1.6 Health and Safety Plan as specified in GP-12;
- 4.1.7 Records of communication between the Contractor and private property owners, pipeline operators, government agencies, etc.
- 4.1.8 The estimated duration of operations;
- 4.1.9 The anticipated date(s) for site layout and staking;
- 4.1.10 The anticipated initiation of equipment at the work location;

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

- 4.1.11 Revised Work Plan incorporating CPRA comments as specified in GP-8;
- 4.2 During Construction: The Contractor shall provide the following information to the Engineer during construction:
- 4.2.1 Daily Progress Reports as specified in GP-10. Details shall include a daily record of indicating tonnage of recovered rock, amount of rock installed, any Field or Change Orders, compliance with the approved Work Schedule, installation methods, weather conditions (wind speed and direction, temperature, seas, sky conditions, and precipitation), and non-working days which shall be included with the weekly reports of progress. The daily reports shall be submitted to the Engineer at the weekly progress meeting, unless otherwise instructed by the Engineer;
 - 4.2.2 The results of all surveys and calculations as specified in TS- ;
 - 4.2.3 Progress Scheduled as specified in GP-9;
 - 4.2.4 Copies of all inspection and monitoring reports;

4.2.5 All Change Orders, Field Orders, Claims, Clarifications, and Amendments;

4.2.6 The Contractor shall contact the Engineer a minimum of five (5) working days prior to the anticipated completion of the Work in order to schedule the final inspection.

If the Contractor fails to comply with any of the stipulations as stated in GP-8, the Engineer shall consider the Contractor negligent in his duties and reserves the right to issue a Stop Work Order until all stipulations are complied with at the Contractor's expense.

4.3 Post Construction

The Contractor shall contact the Engineer by phone or email, 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 barge tables and measurements indicating tonnage of recovered rock with date each load was recovered;

4.3.3 Copy of the Contract Documents at the site in proper order and marked to show all Field and Change Orders made by the Owner;

4.3.5 Construction survey drawings as indicated in TS-8, showing the location of rock and other project features. Any lines, points, polygons, or other shapes used to specify the location must be accompanied by GPS data. The markups can be electronically submitted on the original plans provided.

SP-5 CONTACT INFORMATION

Prior to Bid opening date, the Contractor shall send all questions and requests for clarification or interpretation of the Bid Documents in writing to the attention of Renee McKee of the Coastal Protection and Restoration Authority. The address and contact information is as follows:

150 Terrace Avenue
Baton Rouge, La. 70802
P.O. Box 44027
Baton Rouge, La. 70804-4027
225-342-0811 (Phone)
225-342-4674 (Fax)
Email: cpra.bidding@la.gov

After execution of the contract between Owner and Contractor, the successful Contractor shall contact the Engineer concerning bid documentation or questions. The addresses and contact information for the Engineers are listed as follows:

CPRA Project Engineer
Benjamin Hartman, P.E.
1440 Tiger Drive, Suite B
Thibodaux, Louisiana 70301
Phone: 985-449-5073
E-mail: benjamin.hartman@la.gov

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.

SP-6 LANDOWNER REQUIREMENTS

The Owner has obtained 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 insurance and any potential access routes. The Contractor shall abide by stipulations set forth by the respective landowners (Grantors). The Contractor shall work cooperatively with the Owner to address the notification and coordination requirements with the landowners. The contractor must contact the landowner prior to accessing the project site.

SP-7 PROTECTION OF WORK

The area may be subject to tidal flows of water and tidal fluctuation during work. It shall be the responsibility of the Contractor to protect his work and equipment from damages due to tidal flows and water level variations in adjacent water bodies, site access routes, canals, and ground water. The Owner shall not be held liable or responsible for delays or damages to the Contractor's work or equipment resulting from inflows of surface or ground water or other conditions.

SP-8 WORK PLAN SUPPLEMENTAL

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

- 8.1 The types of equipment the Contractor proposes to use for delivering dredging, rock recovery and transport, and to transport materials, personnel, etc.
- 8.2 The estimated Work Schedule that shows the planned schedule of dates and time lines for the major elements of work required to complete the Work described in these Specifications, including but not limited to the anticipated dates of the following:
 - 8.2.1 The anticipated dates equipment is to be delivered to project site
 - 8.2.2 The anticipated date(s) for the site layout and staking;
 - 8.2.3 The anticipated initiation of temporary warning sign placement, access channel dredging, rock recovery, settlement plate installation, and rock placement, and permanent warning sign installation.
 - 8.2.4 The estimated duration of construction operation.

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.

SP-9 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 fifteen 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-10 COMMENCEMENT, EXECUTION AND COMPLETION

The Contractor shall be required to attend a pre-construction conference under the Contract within thirty (30) calendar days after receipt of the Notice to Proceed from the Owner. Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time limit specified.

SP-11 TIME EXTENTIONS FOR UNUSUALLY SEVERE WEATHER

This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with GP-9 and GP-44. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied:

- 11.1 The weather experienced at the Project Site during the Contract Time must be found to be unusually severe; that is, more severe than the adverse weather anticipation for the Project Site during any given month as listed in GP-9;
- 11.2 The unusually severe weather must actually cause a delay to the completion of the Project. The delay must be beyond the control and without the fault or negligence of the Contractor. Throughout the Contract, the Contractor will record on the Daily Progress Report, the actual occurrence of adverse weather and resultant impact to normal scheduled work. Actual adverse weather delay days must prevent work on critical activities for fifty percent (50%) or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month) be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of anticipated days, the Engineer may grant an extension of Contract Time, giving full consideration for equivalent fair weather work days, in accordance with GP-44.

SP-12 TRANSPORTATION

The Contractor shall provide a safe and reasonable means of transportation to and from the dock work area for his employees, the Engineer, the Federal Sponsor, and the Resident Project Representative throughout the Work.

From Layout until Final Inspection and Acceptance, the Contractor shall provide transportation to and from the dock, staging area and work areas for a maximum of two (2) personnel, seven (7) days per week. The schedule for dates, times, and pickup location for transportation shall be arranged by the Engineer with the Contractor prior to mobilization.

The Contractor shall also provide daily transportation for the Resident Project Representative to and from the dock, staging area, and work areas.

SP-13 SITE ACCESS

From the intersection of US highway 90 and LA highway 308, go south down LA highway 308, continue on LA 308 to Cut Off, take a left on local road to Clovelly Farm Boat Launch. A boat is required to reach the project from here. Travel east in the oil field canal, turn south once entering Little Lake, and follow the lake rim to the mouth of Superior Canal at Brusle Lake. The rock dike begins at the mouth of Superior Canal and Brusle Lake and follows the lake rim to John the Fool Bayou to the east. The proposed maintenance work is 29,000 ft south east of the Clovelly Farms Boat launch.

The Contractor shall visit the Project Site and determine the best unloading and staging locations. Transportation from the unloading and staging locations to the excavation and placement areas may be limited to specific access corridors approved and by the Engineer and the Contractor during construction. The Contractor shall verify the types of equipment necessary for accessing the site and completing the Work as specified.

The Contractor shall abide by all rules, regulations, traffic regulations, site restrictions and any other rules and stipulations and shall be responsible for any damage or repairs to access routes, roads, boat launches, and staging areas and all private facilities and properties as outlined in GP-22 and GP-51.

The Project Site access routes, rights of way, road, boat launch, and staging areas shall be kept free from accumulation of debris, trash or other incidentals and shall be clean prior to Final Acceptance and Inspection by the Engineer and demobilization.

SP-14 OYSTER LEASE RESTRICTIONS

There are no known existing oyster leases near or within the boundaries of the Project Site. Therefore, no oyster restrictions are provided for performing the Work within the boundaries of the Project Site.

SP-15 INSURANCE AND BONDS

The Contractor shall purchase and maintain without interruption for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The duration of the contract shall be from the inception of the contract until the date of final payment.

15.1 Minimum Scope and Limits of Insurance

15.1.1 Worker's Compensation

Worker's Compensation insurance shall be in compliance with the Worker's Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If Work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for Worker's compensation coverage only.

15.1.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit per occurrence based on

the project value. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

The aggregate loss limit must apply to each project. ISO form CG 25 03 (current form approved for use in Louisiana), or equivalent, shall also be submitted. The State project number, including part number, and project name shall be included on this endorsement.

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

The required minimum combined single limit amount of insurance shall be as provided below:

<u>Initial Contract Amount</u>	<u>Minimum Insurance</u>
Up to \$1,000,000	\$1,000,000
From \$1,000,001 to \$2,000,000	\$2,000,000
Over \$2,000,000	\$5,000,000

15.1.3 Automobile and Watercraft Liability

Automobile Liability Insurance and Watercraft Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles and/or watercraft. If any non-licensed motor vehicles and/or watercraft are engaged in operations within the terms of the contract on the site of the work to be performed thereunder, such insurance shall cover the use of any such vehicles.

NOTE: If the Contractor does not own automobiles and/or watercraft, and such vehicles are utilized in the execution of the contract, then hired and non-owned coverage is acceptable. If automobiles and/or watercraft are not utilized in the execution of the contract, then automobile and/or watercraft coverage is not required.

15.1.4 Excess Umbrella

Excess Umbrella Insurance may be used to meet the minimum requirements for General Liability, Automobile Liability, and Watercraft Liability only.

15.1.5 Pollution Liability (required when asbestos or other hazardous material abatement is included in the contract)

Pollution Liability insurance, including gradual release as well as sudden and accidental shall have a minimum limit of not less than \$1,000,000 per claim. A claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated Work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all Work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy. The policy shall not be cancelled for any reason, except non-payment of premium.

15.1.6 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Owner. The Contractor shall be responsible for all deductibles and self-insured retentions.

15.2 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

15.2.1 Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Owner, its officers, agents, employees and volunteers for losses arising from Work performed by the Contractor for the Owner.

15.2.2 General Liability Coverage

The Owner, its officers, agents, employees and volunteers are to be added as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used;

The Contractor's insurance shall be primary as respects the Owner, its officers, agents, employees and volunteers. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the Owner shall be excess and non-contributory of the Contractor's insurance;

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

15.2.3 All Coverages

Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Owner. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy;

Neither the acceptance of the completed Work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement;

The insurance companies issuing the policies shall have no recourse against the Owner for payment of premiums or for assessments under any form of the policies;

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees and volunteers.

15.2.4 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for Worker's compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance as required in the contract.

15.2.5 Verification of Coverage

Contractor shall furnish the Owner with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Owner before Work commences and upon any contract renewal thereafter. The Certificate Holder must be listed as follows:

State of Louisiana
Coastal Protection and Restoration Authority
150 Terrace Avenue
Baton Rouge, La. 70802
Attn: Project # _____

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Owner reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Owner, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

If the Contractor does not meet the insurance requirements at policy renewal, at the option of the Owner, payment to the Contractor may be withheld until the requirements have been met, OR the Owner may pay the renewal premium and withhold such payment from any monies due the Contractor, OR the contract may be suspended or terminated for cause.

15.2.6 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's certificates at any time.

If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

15.2.7 Worker's Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide Worker's compensation coverage, the parties hereby agree the Contractor, its Owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Worker's Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its Owners, agents and employees.

The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, Owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

15.2.8 Indemnification/Hold Harmless Agreement

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees and volunteers, from and against any and all claims, damages, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

16.3 Performance and Payment Bond

Recordation of Contract and Bond [38:2241A(2)]

The Contractor shall record within thirty (30) days the Contract Between Owner and Contractor and Performance and Payment Bond with the Clerk of Court in the Parish(s) in which the Work is to be performed. The Contractor shall obtain a Certificate of Recordation from the Clerk of Court and forward this Certificate immediately to the Coastal Protection and Restoration Authority contact person listed in the Advertisement for Bids. No requests for payment will be processed until receipt of the Certificate of Recordation.

END OF PART II – SPECIAL PROVISIONS

PART III TECHNICAL SPECIFICATIONS

TS-1 MOBILIZATION AND DEMOBILIZATION

- 1.2 Description: Mobilization consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to the Project Site; the establishment of offices, buildings and other facilities necessary for Work on the project; the cost of bonds and any required insurance; and other preconstruction expenses necessary for start of the Work, excluding the cost of construction materials. Such costs include, but are not limited to, the following:
 - 1.2.1 Fuel, lubrication, maintenance and repair of equipment;
 - 1.2.2 Temporary construction facilities;
 - 1.2.3 Movement of all equipment and material to and from the project sites.
- 1.3 Arbitrary Mobilization by Contractor: No compensation will be made for any remobilization that may be required because of inclement weather, or any other circumstance. Should the Contractor elect to demobilize prior to completing the project, such demobilization and subsequent remobilization shall be at no cost to the Owner.
- 1.4 Ratio of Mobilization and Demobilization Effort: Sixty percent (60%) of the mobilization/demobilization lump sum price will be paid to the Contractor upon completion of his mobilization at the Work site and the remaining forty percent (40%) will be paid to the Contractor upon completion of demobilization.
- 1.5 Justification of Mobilization Costs: In the event that the Engineer considers the amount in this item an unreasonable 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.
- 1.6 Measurement and Payment: All costs connected with mobilization and demobilization of the entire Contractor's equipment, personnel, and those of his subcontractor and other such costs as may be denoted in the Contract Documents shall be paid for at the Contract lump sum price for Bid Item No.1 "Mobilization/Demobilization". No payment for demobilization will be paid until the successful completion of backfilling operations of temporary stockpiled material.

TS-2 ROCK RECOVERY AND PLACEMENT

- 2.1 Description: Rock Dike Segments 1 and 2 consists of a limestone rock riprap structure with a mean stone size of 250-lb class rock having a D50 diameter of 1.83 feet. Degradation of Segments 1 and 2 consists of all work required to degrade and recover the existing rock segments above -2.0 feet NAVD 88.
- 2.2 Rock Recovery: Rock Recovery consists of removing and recovering rock along Rock Dike Segment No. 1 and No.2 above the existing mud line or to an elevation of -2.0 feet NAVD 88, whichever is lower, as shown on the plans. This includes removal and offsite disposal of existing geotextile fabric

and settlement plates as shown in the Plans. The rock dike segments shall be removed and relocated as shown on the plans. Where the floatation channel passes over Rock Dike Segment 2, the contractor shall recover all rock and remove and dispose of existing geotextile. Moreover, should any existing geotextile become exposed during the recovery process, the Contractor shall remove these sections and dispose offsite. The Contractor shall not be allowed to dredge or remove any rock that may cause damage to existing marsh. The Contractor is allowed to use any equipment necessary to accomplish this work provided that no material is lost during the recovery and placement of the rock. If the selected equipment is causing excessive loss of rock riprap material, the Engineer shall direct the contractor to use other methods. It is the contractor's responsibility to examine the site prior to mobilization to determine the appropriate equipment necessary to perform the work.

- 2.3 Placement of Rock: Placement of rock consists of repositioning any rock that is removed from segments 1 and 2 to the locations specified on the Plans. The Contractor shall make every effort to place rock uniformly. The rock material shall be placed along each edge of the geotextile and worked toward the center. All rock shall be placed with a clamshell bucket or approved equal. Any rock placed outside the limits of the plans shall be removed at the Contractor's expense and placed within the limits specified. The Contractor is directed to build the Perpendicular Rock Dike cross section as shown in sheet 8 of the plans using recovered rock until that quantity is exhausted, at which process surveys shall be conducted showing the height of the Perpendicular Rock Dike.

2.3.1 Elevation and Tolerances: Placement of rock shall be as close to the elevations and dimensions shown on the drawings as possible, with a maximum vertical tolerance of plus or minus half a foot ($\pm 0.5'$). The minimum elevation is 2.0 FT. NAVD 88. The target elevation is 2.5 FT. NAVD 88. The maximum elevation is 3.0 FT. NAVD 88. A tolerance of 6 inches from the slopes, lines and grades shown on the contract drawings will be allowed in the finished surface of the stone, except that the extreme of this tolerance shall not be continuous over a distance greater than 200 feet. The average tolerance for each layer of the entire job shall be no more than 50 percent of the tolerances specified above. The Contractor will not be paid for stone placed outside the allowable tolerance. The Contractor shall relocate the unsatisfactorily placed stone within the specified limits for payment.

- 2.5 Measurement and Payment: Payment for this item will be made at the applicable contract unit price per ton for Item No. 2 "Rock Recovery and Placement". The unit of measurement for rock shall be the ton [2000 lbs]. Quantities will be computed to the nearest whole ton using an Owner approved Barge Displacement Table as submitted in the Work Plan. The Contractor shall measure the weight of the rock by barge displacement prior to unloading any rock from the barge. All rock barges shall be USACE certified. The Owner will verify this measurement prior to payment. No payment will be made for any unauthorized or non-conforming placement of the rock. The Contractor shall furnish the Engineer a barge displacement table, not less than ten (10) days prior to unloading rock from any barge. The Contractor shall furnish, with the barge displacement table, a drawing or sketch of each barge, dimensioned in sufficient detail to permit checking of the tables. The drawings shall show, as a minimum, the length, width, and depth of the barge, and dimensions of rake(s). The Contractor will not receive acceptance of the rock dike until all lines and grades are according to plans and specifications. CPRA shall determine if rock is acceptable based on process surveys of both rock dike segments and the Perpendicular Rock Dike.

TS-3 FLOATATION DREDGING

- 3.1 Description: The scope of this work includes removing and temporary disposal of all spoil material required to construct floatation channels. Floatation channels shall be maintained in a useable configuration for the duration of the project by the Contractor at no direct pay. The Contractor has the

option of constructing fewer, smaller, and/or shorter channels as rock recovery and placement proceeds. No method of dredging is specified for floatation channel construction. The Contractor will use any environmentally acceptable method that will complete the Work in accordance to that shown on the drawings. However, the Contractor shall submit to the Engineer the method and equipment intended to be used to complete dredging of floatation channels.

Floatation Channels shall not exceed the length and widths as shown on the plans. The minimum bottom elevation of the floatation channel shall be -6.0' NAVD 88 (i.e. the invert of the channel shall not be lower than -6.0' NAVD 88). The floatation channel can be dredged as a box cut equivalent to a trapezoid channel with an 80' bottom width and 2 to 1 side slopes provided the Contractor considers the potential for more maintenance to ensure the channel in a useable condition of the duration of construction activates at no additional cost to the Owner. At all times, the Contractor will leave at least 25' between the top edge to the floatation channel and edges of the rock dikes. The number, length, and depth of the floatation channels permitted are shown in the plans. Any enlargement or relocation of the channels will require a permit modification. It is the Contractor's responsibility to obtain such modification provided that the Engineer approves in writing of the proposed modification. The Contractor shall obtain and submit to the Engineer a letter of no objection or temporary easement from the adjacent pipeline company for any proposed excavation within 50' of a pipeline. The Contractor is not obligated to dredge any more than is required for him to navigate his equipment throughout the project site and construct the required features. All barge equipment shall be floating at all times. Prop washing is prohibited within the project area. Accessing or disturbing the berm between the floatation channel and dike footprint is prohibited.

- 3.2 Placement of Spoil: Dredged material shall be deposited temporarily in areas as shown on the drawings or as directed by the Engineer. This material must conform to the elevations, grades, and lines specified in the project plans. This temporary disposal shall be utilized to backfill the floatation canal after the rock structure has been accepted by the Owner. The temporary spoil area shall be reworked to within 6" of the original bottom depth following construction. Any material that is deposited elsewhere than as indicated on the plans or as authorized by the Engineer shall be removed and deposited in an approved location.
- 3.3 Measurement and Payment: Payment for floatation channel construction will be made in two parts under Bid Item No. 3, with each part being 50% of the lump sum. The first payment will be made once the floatation channels have been fully dredged, with the second payment being made once the channels have been backfilled. As a reminder, under Bid Item No. 1, no payment of Demobilization will be paid until the successful completion of the backfilling operation of material which was stockpiled lakeward of the rock dike. This operation is considered complete when the temporary disposal material is moved back into the floatation channels and the bottom depth of the spoil area floatation channel are back to within (\pm) 6" of the original bottom depth.

TS-4 WOVEN GEOTEXTILE FABRIC

- 4.1 Description: The Work provided herein consists of furnishing all labor, material, equipment, and performance of all operations required for furnishing, hauling, placing, completing, and maintaining the woven geotextile fabric until placement of the stone cover is completed and accepted, as specified herein and on the plans. The material shall be a woven geotextile consisting only of long chain polymeric filaments or yarns formed into a stable network such that the filaments or yarns retain their position relative to each other during handling, placement, and throughout the design service life. At least eighty-five (85) percent, by weight, of the material shall be polypropylenes, polyesters, polyamides, polyethylene, or polyolefins. The geotextile shall be free of any treatment or coating which might adversely alter the geotextile's hydraulic or physical properties after installation. When

required, the geotextile fabric shall contain stabilizers and/or inhibitors added to the base material to make filaments resistant to deterioration due to ultraviolet light and/or heat exposure. The edges of the geotextile shall be selvaged. The geotextile shall be free from defects and tears and shall meet or exceed the physical property requirements listed in the table on the next page. Thread used for factory or field sewing shall be of contrasting color to the fabric and made of kevlar, polypropylene, polyester, or polyamide thread. The thread shall be as resistant to deterioration due to ultraviolet light and/or heat exposure. See table of "MINIMUM PHYSICAL PROPERTY REQUIREMENTS FOR WOVEN GEOTEXTILE FABRIC" below.

- 4.2 Shipment and Storage: The geotextile shall be shipped/transported and maintained in a protective cover prior to placement. During all periods of shipment and storage, the geotextile shall be protected from moisture, dust, debris, ultraviolet light, and other contaminants. Each geotextile roll shall be labeled or tagged with the manufacturer's name, date of manufacture, batch number, and name of product.
- 4.3 Seams and End Laps: A woven geotextile panel shall consist of multiple geotextile strips sewn together at the factory for as large a panel area as manageable. All geotextile panel seams shall be sewn at the factory using a double row, "butterfly" two-thread ("401") chainstitch. Each row of stitching shall be located a minimum of two (2) inches from the geotextile edge. The sewing shall consist of two parallel stitched rows at a minimum spacing of one (1) inch. The panel width must cover the minimum structure width shown on the plans and shall overlap the structure edge a minimum of one (1) foot and a maximum of three (3') feet on each side. No payment will be made for material placed outside of the maximum edge overlap stated above. Each geotextile panel end lap shall be overlapped a minimum of five (5) feet to provide the area coverage shown on the plans. In areas deemed necessary by the engineer, the geotextile shall be overlapped a minimum of ten (10) feet or as directed by engineer.

MINIMUM PHYSICAL PROPERTY REQUIREMENTS FOR WOVEN GEOTEXTILE FABRIC

Physical Property	Test Method	Geotextile Requirements
* Wide Width Tensile Strength (lb./ft.)	ASTM D4595	4800 (lb/ft) minimum, indirection perpendicular to centerline
** Seam Strength, (lb./ft.)	ASTM D 4884	2400 (lb/ft) minimum, in direction perpendicular to centerline
Elongation at Break, (%)	ASTM D 4595	9 in any principal direction
Puncture Resistance, (lb.)	ASTM D 4833	90 minimum
Ultraviolet Radiation Stability, (% residual strength)	ASTM D 4355	70% at 500 hrs. minimum
Apparent Open Size- AOS	ASTM 4751	No finer than U. S. standard sieve size number 50 and no courser than U. S. standard sieve size number 30
Water Permittivity, (sec -1)	ASTM D 4491	.15 minimum

Physical Property	Test Method	Geotextile Requirements
Flow Rate, (gal/min/ft ²)	ASTM 4491	minimum of 10 and a maximum of 50
Trapezoid Tear Strength, (lb.)	ASTM D 4533	220 minimum

(*) Value represents minimum average roll value (MARV) in the direction perpendicular to the centerline of the new geotextile received from the manufacturer or distributor (i.e., any roll in a lot shall meet or exceed the minimum strength value in the table).

(**) All of the samples shall yield test values greater than the minimum strength value specified.

- 4.4 Installation: The woven geotextile fabric shall be placed with the machine direction perpendicular to the centerline under the stone at the locations, and to the lines and grades shown on the plans. The Contractor shall prepare the surface to receive the geotextile, insuring the surface is relatively smooth and free of obstructions, depressions, debris, soft or low density pockets of material, and stone, which could damage the geotextile during placement. At the time of installation, the geotextile shall be rejected if defects, rips, holes, flaws, deterioration or damage incur during manufacture, transportation, or storage. The geotextile shall be protected at all times during construction to insure the geotextile's original chemical and physical properties are unchanged. Work shall be scheduled so that the geotextile placed, is completely covered with a layer of the specified material by the end of each workday. Failure to comply shall require replacement of geotextile. All wrinkles and sags shall be stretched out immediately before stone is placed on the geotextile. The geotextile shall be protected from damage during placement of stone. This shall be accomplished by limiting the height of drop to less than one (1) foot. In the event the stone placement damages the geotextile, the stone shall be placed directly on the geotextile with zero (0) height of drop. Before placement of stone, the Contractor shall demonstrate the stone placement will not damage the geotextile. Any geotextile rejected or damaged shall be replaced by the Contractor at no additional cost to the Owner. The Contractor shall also submit a geotextile panel placement plan for each site and the corresponding factory sewn panel dimensions. The Contractor shall allow the Engineer a minimum of seven days for review and approval of the placement plan, prior to geotextile fabrication.
- 4.5 Limited Removal: Plans show the floatation channel along the proposed Perpendicular Rock Dike passing through Rock Dike Segment No. 2. Where this occurs, all rock within the floatation channel corridor will need to be recovered and existing geotextile fabric will require removal. Any geotextile removal and disposal, within the proposed perpendicular rock dike floatation channel or otherwise, shall come at no additional cost to the Owner.
- 4.6 Acceptance: All brands of geotextile and all seams used in construction will be approved on the following basis. At least thirty (30) days prior to installation, the Contractor shall furnish to the Engineer, in duplicates, a mill certificate or affidavit signed by a legally authorized official from the company manufacturing the geotextile. The certificate shall contain the signer's title, the name and address of the Contractor, the contract number, and the project name and location. The mill certificate or affidavit shall attest the geotextile meets the chemical, physical, and manufacturing requirements stated above in this specification, and the seams used to meet the seam requirements. Accompanying the certificate/affidavit, the Contractor shall submit a three (3) foot by three (3) foot sample of each geotextile to be used. If seams are used, an additional three (3) foot by three (3) foot sample containing a seam in the center of the geotextile sample shall be submitted. Acceptance will

occur after the geo-textile is installed, ensuring that no material is damaged by tearing, breakage, or deterioration.

- 4.7 Measurement and Payment: The woven geotextile will be measured in place to the nearest square yard, as delineated on the plans. Overlaps will be measured and paid for as a single layer. Payment will be made at the applicable contract unit price as specified in Bid Item No. 4, "Woven Geotextile Fabric". Price and payment shall constitute full compensation for providing all labor, material, and equipment and performing all operations necessary for the complete and satisfactory installation of the geotextile. No payment shall be made for geotextile that is rejected or damaged due to Contractor fault or negligence.

TS-5 TEMPORARY WARNING SIGNS

- 5.1 Description: This Work consists of furnishing and assembling the materials needed to construct and install warning signs in accordance with these specifications and the project plans or as directed by the Engineer. The contractor has two options for mounting temporary warning signs, either by float or timber pile. Each method must follow united states coast guard specifications. Each sign shall have a reflective face. The sign and face lettering shall be fabricated as shown on the project plans.

For the timber mounted warning signs, each of the sign shall be fabricated from 3/4 inch thick sign grade plywood or approved equal, and bolted to one (1) 12" diameter (nominal end) x 60 ft long timber piling after it is driven to the proper depth, as shown on the Construction Drawing Typical Details. All timber piling shall conform to LA DOTD 2000 Standard Specification Sections 812 and 1014. All piling shall be treated with Creosote or Chromated Copper Arsenate (CCA). All Creosote treatment shall meet American Wood Preservers Association (AWPA) P2 with a minimum retention of 20 LB./CU. FT. All creosote treated pilings shall be steam flushed for a minimum of one (1) hour at 240° F (116° C) after treatment. All CCA treated piles shall conform to AWPA C2 with a minimum retention of 2.5 LB./CU. FT. of CCA oxides in the outer 0.60 inches. Retention shall be determined by assay performed and certified by the treating company.

For the float mounted warning signs, the sign structure, support, and lettering shall be fabricated as shown on the project plans. Large pontoons shall be high-visibility orange, completely urethane foam filled, with a LLDPE exterior and a sign mount structure hot dipped in galvanized 1" sch 40 pipe. The galvanized sign mounts should have orange reflective tape on sides of the pipe. Any floating warning sign alternative shall be coast guard approved and submitted to the engineer for approval.

- 5.2 Installation: The warning signs shall be installed as shown on the plans or as directed by the Engineer. The top of the pile shall be at an elevation of 10.0 (±0.5') feet NAVD 88.
- 5.3 Removal: All Temporary Warning sign pilings shall be removed to depth at least 10' below existing ground. This shall be verified by a Louisiana licensed professional land surveyor. All material not incorporated into the permanent signs shall become property of the Contractor and shall be removed from the site prior to demobilization.
- 5.4 Measurement and Payment: Temporary warning signs will be paid per each installed, maintained, and removed. Payment will be made at the contract unit price for Bid Item No. 5, "Temporary Warning Signs".

TS-6 EXISTING WARNING SIGN REMOVAL

- 6.1 Description: This work also includes removal of Three (3) existing warning signs surrounding Rock Dike Segment No. 1 and No. 2 as shown on the plans or as directed by the Engineer.
- 6.2 Removal: All existing warning signs and pilings shall be removed to depth at least 10' below existing ground. All material not incorporated into the permanent signs shall become property of the Contractor and shall be removed from the site prior to demobilization. The Contractor shall not reuse the sign face on existing warning signs.
- 6.3 Measurement and Payment: Permanent warning signs will be paid for each of the Three (3) signs removed. The owner reserves the rights to add or remove additional signs for the same unit cost. Payment will be made at the contract unit price for Bid Item No. 6, "Existing Warning Sign Removal".

TS-7 PERMANENT WARNING SIGNS

- 7.1 Description: This Work consists of furnishing and assembling the materials needed to construct and install Four (4) permanent warning signs in accordance with these specifications and the project plans or as directed by the Engineer. All signs must follow United States Coast Guard specifications. Each sign shall have a reflective face. The sign and face lettering shall be fabricated as shown on the project plans
- 7.2 Materials: Each of the warning signs shall be fabricated from 3/16 inch thick plate aluminum, 6061-T6 and bolted to one (1) 12" diameter (large end) x 60 ft long timber piling after it is driven to the proper depth, as shown on the Construction Drawing Typical Details. All timber piling shall conform to LA DOTD 2000 Stand Specification Sections 812 and 1014. All piling shall be treated with Creosote or Chromated Copper Arsenate (CCA). All Creosote treatment shall meet American Wood Preservers Association (AWPA) P2 with a minimum retention of 20 LB./CU. FT. All creosote treated pilings shall be steam flushed for a minimum of one (1) hour at 240° F (116° C) after treatment. All CCA treated piles shall conform to AWPA C2 with a minimum retention of 2.5 LB./CU. FT. of CCA oxides in the outer 0.60 inches. Retention shall be determined by assay performed and certified by the treating company. Each sign shall have a reflective face. The sign and face lettering shall be fabricated as shown on the project plans. Galvanized wood pile caps shall be installed in accordance with the project plans and consists of 24"x24", 26 galvanized flashing.
- 7.3 Installation: The warning signs shall be installed along the front of the rock structure as shown on the plans or as directed by the Engineer. The 60 ft timber piles shall be driven so that the top of the pile will be at an elevation of +10.0' (±0.5') NAVD 88.
- 7.4 Measurement and Payment: Permanent warning signs will be paid for each of the five signs installed. The owner reserves the right to add or remove additional signs for the same unit cost. Payment will be made at the contract unit price for Bid Item No. 7, "Permanent Warning Signs". The Contractor shall be eligible for payment once CPRA, or a representative of CPRA, has inspected each sign and determined them to be in accordance with the plans and specifications.

TS-8 PERPENDICULAR ROCK DIKE SETTLEMENT PLATE

- 8.1 Description: This Work consists of furnishing and assembling the materials needed to construct and install the rock settlement plate in accordance with these specifications and the project plans or as directed by the Engineer. Plates shall be fabricated with a four foot (4') x four foot (4') x one fourth

inch (1/4") steel plate with a three inch (3") diameter galvanized riser pipe connected to the center of the plate with a 3/16" continuous fillet weld and threaded on the other end. The pipe will be nine foot (9') in length and the top will be closed with a galvanized threaded cap. The contractor will supply and install an extra riser pipe at no additional cost, should the first pipe not rise sufficiently above water and rock surface. After fabrication, the settlement plate shall be hot dipped galvanized.

- 8.2 Installation: The settlement plate shall be installed at the location shown on the plans along the centerline of the rock structure or as directed by the Engineer. The Contractor shall exercise care when placing rock and geotextile in the vicinity of the settlement plates. Any damaged settlement plates shall be replaced by the Contractor at no expense to the Owner. Damaged settlement plates are defined as plates which would not accurately locate the dike centerline elevation as determined by the Engineer. Leveling of the plate bed shall be accomplished by removing the minimum amount of earth or debris necessary to produce a level foundation and in such manner that the density of the plate bed will remain at the same density as the undisturbed adjacent ground. Leveling of the plate bed by the addition of fill will not be permitted. The Contractor shall survey the settlement plates within a day of their installation and daily in sections currently being constructed until the section is accepted. The daily surveying of the settlement plates shall be performed by approved Contractor personnel. Once the entire rock structure is accepted, the settlement plate shall be surveyed by a professional land surveyor currently licensed in the State of Louisiana as required in TS-8. These measurements and date of the measurements shall be shown on the As-Built drawings. All data shall be transmitted to the Engineer daily.
- 8.3 Measurement and Payment: The settlement plate will be measured per each, complete and installed. Payment will be made at the contract unit price for Bid Item No. 8, Rock Settlement Plate.

TS-9 CONSTRUCTION SURVEYS

- 9.1 Description: The Contractor shall furnish all of the material, labor and equipment necessary to perform the Pre-Construction Survey and As-Built Survey and drawing sets of the various construction features specified on the Plans and these Specifications. Pre-Construction surveys will include a magnetometer survey, construction layout, and installation of a staff gage as outlined in "A Contractor's Guide to the Standards of Practice". All surveys shall be performed by personnel who are approved by the Engineer and under the direct supervision of a professional engineer or surveyor licensed in the state of Louisiana. The Contractor shall provide the schedule for the surveys and deliverables in the Work Plan. The As-Built survey shall be conducted upon completion of the perpendicular rock dike and back filling of floatation channel. It shall be conducted and certified by a professional licensed surveyor in the State of Louisiana and used to verify that all elevations & features outlined in the specifications and plans have been met. The track lines of all survey work shall be approved by the Owner. For informational purposes, cross sections shall be approximately 250' apart, be perpendicular to rock dike alignments (including the proposed perpendicular rock dike), and extend 50' past the horizontal limits of project features, which include spoil, floatation, and rock dikes (including the proposed Perpendicular Rock Dike). Where cross sections intersect the Perpendicular Rock Dike, track lines shall extend at least 25' into the existing marsh. A centerline profile of the floatation, spoil, and the rock dikes (including the proposed Perpendicular Rock Dike) shall be included. The contractor is also required to include a final survey of the newly installed settlement plate during the As-Built survey. The Owner reserves the right to modify track lines at any time.
- 9.2 Horizontal and Vertical Control: The base station should occupy LDNR Louisiana Coastal Zone (LCZ) benchmark monument "BA02-SM-02" with which should be used to collect horizontal and vertical data along the transects. For quality control, the GPS Base Receiver should be set up on an

existing project control point with an established horizontal position and elevation while the Rover Receiver should be used to observe the other existing project control point checking into “BA37-SM-02”. Monuments are referenced to the Lambert Conformal Conic Projection, Louisiana State Plane Coordinate System (South Zone), the North American Datum of 1983 (NAD83, U.S. Survey Feet) and the North American Vertical Datum of 1988 (NAVD88, U.S. Survey Feet).

- 9.3 Method: Surveys shall utilize conventional RTK surveying methods or an appropriate GNSS or GPS Real Time Network such as the Gulfnet Virtual Real-time Network (VRS). Where bathymetric survey equipment is used, boat-based echo soundings data shall be corrected to compensate for water-level fluctuations caused by surface waves and astronomical tides. All points along the transects shall be taken at 10 ft. intervals and all abrupt changes in elevations along the profile. Survey transects shall be surveyed perpendicular to the project baseline at 250 ft. intervals and at all PIs and abrupt changes in elevation. The survey shall be dense enough to produce an accurate account of existing water-bottom elevations and surface contours. This survey shall be referenced to the LDNR Louisiana Coastal Zone (LCS) GPS network. Any additional surveying required to collect additional data due to errors or poor planning shall be done at the expense of the Contractor. All deliverables shall be certified by a professional land surveyor licensed in the State of Louisiana. The Pre-Construction and As-built surveys shall be organized in a similar manner to existing plan documents, with sheets for plan, profile, and cross section views. Field notes shall accompany all survey drawings.
- 9.4 Survey Equipment: The Contractor shall utilize appropriate equipment to survey the Work as follows:
- 9.4.1 Topographic/Bathymetric Surveys: Topographic & Bathymetric survey equipment shall have a minimum vertical and positional accuracy of one-tenth (0.1) of a foot. A six (6) inch diameter metal plate shall be attached to the bottom of the survey rod to prevent the rod from sinking below ground level.
- 9.4.2 Magnetometer Survey: Magnetometer Survey Equipment shall have a minimum accuracy of 3 gammas throughout its operational range.
- 9.4.3 Survey Stakes: Survey stakes utilized for topographic/bathymetric stakeout shall consist of bamboo cane of sufficient length to remain a minimum of two (2) feet above mean water level.
- 9.5 Pre-Construction Survey: The Pre-Construction Survey shall be used to verify the existing conditions at the Project Site, adjust quantities to the Bid items, modify the layout of the Work as deemed necessary by the Engineer, and lay out and stake out the Work. The Pre-Construction Survey shall show the existing bathymetry, topography, existing infrastructure and magnetic detections in plan and profile using markers, spot elevations, coordinates, contours, lines and grades. The Contractor shall collect centerline profile data of all project features, including Rock Dike 1 and Rock Dike 2, Floation Channel Centerlines, Temporary Spoil Areas, and the Perpendicular Rock Dike. Transects for cross sections shall be run perpendicular to Rock Dikes No. 1, No. 2, and the Perpendicular Rock Dike on 250.0' intervals at the same locations as the cross sections shown in the plans or as directed by the Engineer. The Pre-Construction Survey drawings shall be consistent with Plans, with sheets for magnetometer hits, plan/profile views, and cross sections and shall include the following items:
- 9.5.1 Methodology: A methodology section shall contain but not be limited to the following information: project description, planning and layout of the survey, information on Secondary Monument used as reference station, dates for each job task and key personnel involved, the GPS RTK survey including quality assurance (elevation check) procedures, equipment used for data collection, and downloading/processing procedures. This section shall be in Microsoft Word format.

- 9.5.2 Electronic Survey Data: Electronic survey data shall be submitted in ASCII format and shall contain the point number, x-coordinate, y-coordinate, elevation, and description (grid location, e.g. 4A-14A or settlement plate and rock segment). Survey data shall be reported in Louisiana State Plane Coordinates, South Zone in feet with elevations in feet. All survey data shall be referenced to the North American Datum of 1983 (NAD 83) and the North American Vertical Datum of 1988 (NAVD 88).
- 9.5.3 Temporary Aids to Navigation: All temporary aids to navigation shall be surveyed after installation.
- 9.5.4 Drawings: 11" x 17" plan view shall be created for the project area showing the lake bottom & rock elevations/contour data collected as part of the hydrographic surveying. The drawings shall be referenced to the Louisiana State Plan Coordinates, South Zone, and the North American Datum of 1983 (NAD 83) in feet. The information to be shown on drawings will include but not limited to the following: Project Name, Contract Party Name, digital aerial referenced to LA State Plane Coordinates, South Zone, NAD 83 in feet, profile and stations, transect locations and stations, labeling/description of secondary monuments and control points used (including x,y,z data), field book numbers, horizontal and vertical datum, survey dates, drawing dates, drawings scale, and north arrow. The drawing files shall be submitted with deliverables in Pdf and AutoCAD format (*.dwg) and written to a compact disk (CD). The hard copies shall be half-sized (11"x17"). In addition to the plan view drawings, profile and cross section drawings showing each transect shall be provided. The information shown on profile drawings will be included but not limited to the items mentioned above and will be provided in the same format and method of delivery.
- 9.5.5 Existing Infrastructure: All infrastructure (Pipelines, power lines, etc.) that is located within one-hundred fifty (150) feet of the work area shall be surveyed and marked at a minimum of (5) foot intervals. The proposed methods for making the infrastructure shall be included in the Work Plan. Pipelines shall also be probed for depth of cover (top of pipe to existing ground) at fifty (50) foot intervals.
- 9.5.6 Significant Magnetic Detections: For anomalies that exhibit amplitudes greater than 50 gammas, the depth and source of the anomalies shall be determined by running a 30 foot closed loop path and by probing. The Contractor shall determine if the sources of all anomalies will interfere with the performance of the Work and provide proposed corrective measures in the Progress Schedule. Failure by the Contractor to identify the sources of anomalies and provide corrective measures shall not provide grounds for any Claims against the Owner.
- 9.6 As-Built Survey: An As-Built Survey shall be conducted upon project completion, with topographic and bathymetric data being collected in the same fashion and location as the Pre-Construction Survey and Project Plans. Survey lines and transects shall be run in the previous locations, or as directed by the engineer. The As-Built Survey drawings shall be provided to CPRA and contain the following information:
- 9.6.1 Methodology: A methodology section shall contain but not be limited to the following information: project description, planning and layout of the survey, information on Secondary Monument used as reference station, dates for each job task and key personnel involved, the GPS RTK survey including quality assurance (elevation check) procedures, equipment used for data collection, and downloading/processing procedures. This section shall be in Microsoft Word format.

- 9.6.2 Electronic Survey Data: Electronic survey data shall be submitted in ASCII format and shall contain the point number, x-coordinate, y-coordinate, elevation, and description (grid location, e.g. 4A-14A or settlement plate and rock segment). Survey data shall be reported in Louisiana State Plane Coordinates, South Zone in feet with elevations in feet. All survey data shall be referenced to the North American Datum of 1983 (NAD 83) and the North American Vertical Datum of 1988 (NAVD 88). The data files shall be written to the compact disc (CD) alongside .pdf versions of the drawing.
- 9.6.3 Permanent Aids to Navigation: All temporary aids to navigation shall be surveyed after installation.
- 9.6.4 Perpendicular Rock Dike Settlement Plate: The newly installed perpendicular rock dike settlement plate shall be included in the As-Built survey drawings and electronic survey data submittal. This plate should be surveyed before rock placement as well as the as-built condition after rock placement.
- 9.6.5 Drawings: 11" x 17" plan view shall be created for the project area showing the lake bottom & rock elevations/contour data collected as part of the topographic/bathymetric surveying. Aerial imagery should be placed in the background of any plan view sets. The drawings shall be referenced to the Louisiana State Plane Coordinates, South Zone, and the North American Datum of 1983 (NAD 83) in feet. The information to be shown on drawings will include but not limited to the following: Project Name, Contract Party Name, digital aerial referenced to LA State Plane Coordinates, South Zone, NAD 83 in feet, profile and stations, transect locations and stations, labeling/description of secondary monuments and control points used (including x,y,z data), field book numbers, horizontal and vertical datum, survey dates, drawing dates, drawings scale, and north arrow. Revisions such as field or change orders shall be noted, shown in red and be easily distinguishable from the original design. The drawing files shall be in .pdf and AutoCAD format (*.dwg) and written to a compact disk (CD). The hard copies shall be half-sized (11"x17"). In addition to the plan view drawings, profile and cross section drawings showing each transect shall be provided. The information shown on profile drawings will be included but not limited to the items mentioned above and will be provided in the same format and method of delivery.
- 9.7 Acceptance: The Contractor shall request for Acceptance after completion of each survey. The engineer shall determine Acceptance based on these surveys and the conformance of the Work to the Plans and Specifications.
- 9.7.1 Pre-Construction Survey: The Contractor may mobilize equipment but shall not start construction until the Preconstruction Survey is accepted by the Engineer. A fully compiled drawing set will be submitted to CPRA in both hard copy and .pdf formats. The Engineer shall be afforded a minimum of five (5) days from the date of receipt to review and either grant or deny Acceptance of the survey.
- 9.7.2 As-Built Survey: A fully compiled drawing set will be submitted to CPRA in both hard copy and .pdf formats. The Contractor shall prepare and deliver a complete **preliminary draft** copy of the drawings (including the inserted CD) described above to CPRA for review and comment no later than 21 days after completion of survey. The Contracting Party shall address all comments to the preliminary draft to the satisfaction of CPRA and submit one (1) **final** set of unbound originals described above to CPRA no later than 14 days after receiving comments from CPRA. The drawings shall be delivered to the following CPRA

representative: The Engineer shall be afforded a minimum of five (5) days from the date of receipt to review and either grant or deny Acceptance of the survey.

Benjamin Hartman E.I.
CPRA/Operation Division
1440 Tiger Drive, Suite B
Thibodaux, La 70301

TEL: (225) 954-1209
FAX: (985) 447-0997
Benjamin.hartman@la.gov

- 9.8 Measurement and Payment: Forty (40) percent of the contract cost for this bid item will be paid to the Contractor upon Acceptance of the Pre-Construction Survey, Twenty (20) percent will be paid upon acceptance of process surveys, and the remaining Forty (40) percent will be paid to the Contractor upon Acceptance of the As-Built Survey. The Contractor shall submit Applications for Payment after gaining Acceptance. Payment will be made at the Contract Lump Sum price for Bid Item No. 9 "Construction Surveys". Payment shall constitute full compensation for furnishing the material, labor, equipment and other incidentals related to this item of Work.

TS-10 ADDITION FOR 250 LB CLASS ROCK

- 10.1 Scope: This Work consists of furnishing and placing Rock in accordance with these specifications and in conformity to lines, grades and thicknesses shown on the plans or as directed by Engineer.
- 10.2 Materials: Rock shall consist of stone that will not disintegrate upon exposure to the elements or be easily broken from handling, and shall be reasonably free from earth and other foreign materials. When tested in accordance with AASHTO Designation: T 85, the solid weight of stone shall be at least one hundred and fifty (150) pounds per cubic foot (based on bulk specific gravity) and the absorption shall not exceed two percent (2%). Samples of stone from a source not previously approved shall be taken under supervision of the Engineer and submitted for testing and approval prior to delivery to the project.

The least dimension of an individual stone shall be at least one third (1/3) its maximum dimension and each shipment of stone shall be reasonably well graded within the limits given in section 11.4 "Gradation".

Control of gradation will be by visual inspection either at the source, or project site, or both, at the Engineer's option. Any difference of opinion between the Engineer and Contractor shall be resolved by checking the gradation of two uniform size random samples. Equipment, labor and sorting site shall be furnished by the Contractor at his expense.

- 10.3 Material Sources: On the basis of information and data available to the Engineer, stone meeting the quality requirements of this specification has been produced from the sources listed below:

Producer	Nearest Town to Pit	Pit Designation
B.E. Construction Co.	Murfreesboro, AR	Murfreesboro Quarry
Boorhem Fields, Inc.	Black Rock, AR	Valley Stone Quarry
Bussen Quarries, Inc.	Mehlville, MO	Bussen Quarry
Central Stone Co.	Withers Mill, MO	Pitt #1
Central Stone Co.	Perry, MO	Pitt #9
Central Stone Co.	Danby, MO	Plattin Quarry
Dravo Basic Material Co., Inc.	Smithland, KY	Three Rivers Quarry

Producer	Nearest Town to Pit	Pit Designation
Farmer's Limestone Co.	Uniontown, MO	Farmer's Limestone Quarry
Graysonia Quarries, Inc.	Delight, AR	Delight Quarry
H.M.B. Construction	Dequeen, AR	H.M.B. Quarry
Industrial Mineral Products Div/3M	Little Rock, AR	3M Arch Street Quarry
Little Rock Quarry Co., Inc.	Caddo Valley, AR	DeRock Creek Quarry
Little Rock Quarry Co., Inc.	Little Rock, AR	Little Rock Quarry
McGeorge Corp.	Sweet Home, AR	Granite Mountain Quarry
Pine Bluff Sand and Gravel	Delaware, Ark.	River Mountain Quarry
Reed Crushed Stone Co.	Lake City, KY	Givertsville Quarry
Rigsby-Barnard Quarry, Inc.	Cave-In-Rock, IL	Rigsby-Barnard Quarry
Tower Rock Stone Co.	St. Genevieve, MO	Tower Rock Stone Quarry
Vulcan Materials Co.	Tuscumbia, AL	Quarry #114
Vulcan Materials Co.	Iuka, MS	Iuka Plant
West Lake Quarry Materials	Scott City, MO	Gray's Point Quarry
West Lake Quarry Materials	Neely's Landing, MO	Neely's Landing Quarry
West Lake Quarry Materials	Barnhart, MO	Barnhart Quarry
West Lake Quarry No. 2	Musicks Ferry, MO	West Lake Quarry

Rock meeting the specified quality requirements and produced by others will also be accepted but must be approved by the Engineer.

- 10.4 Gradation: Rock for use on this Contract shall be LADOTD Class 250 lb. graded rip-rap as specified by Section 711.02(a) of the Louisiana Standard Specifications For Roads and Bridges, latest Edition or Owner approved equivalent. The rock shall be sized as follows:

PHYSICAL REQUIREMENTS FOR RIP-RAP

LA	DOTD	Stone Size	Spherical Dia.	% of Stone Smaller
250 lb.		1250	2.50	100
		500	1.83	45-100
		250	1.46	15-50
		80	1.00	0-15

- 10.5 Free Fall: Placement shall be accomplished by limiting the height of drop to less than one (1) foot. In the event the stone placement damages the geotextile, the stone shall be placed directly on the geotextile with zero (0) height of drop. Before placement of stone, the Contractor shall demonstrate the stone placement will not damage the geotextile.
- 10.6 Placement: The rock material shall be placed along each edge of the geotextile and work toward the center. The rock shall be placed as needed to bring the newly constructed Perpendicular Rock Dike to the desired 2.5' elevation NAVD 88 with a $\pm 0.5'$ tolerance. The perpendicular rock dike section shall be allowed to settle for at least two weeks before an initial lift begins. The Contractor shall prove through process surveys that the perpendicular rock dike section has been sitting for at least two weeks before placing additional rock. The Contractor must wait at least two more weeks to perform any additional lifts. All rock shall be placed with a "Clamshell" bucket or approved equal.
- 10.7 Staging Area: The Contractor is responsible for locating an area with adequate depth to light load

barges. The Contractor shall submit to the Engineer the proposed location of staging area and a letter of no objection or temporary easement agreement from the landowner. The staging area shall not be in a navigation channel maintained by the Corps of Engineers. If the Staging area is within 150 feet of a well head or pipeline all flow lines and or pipelines shall be probed and mark by the Contractor. A letter of no objection or temporary easement agreement from the well or pipeline operator will also be required.

All barges will be measured by the Contractor and witnessed by the Inspector prior to light loading. In the event that there is a significance difference in the tonnage before and after the light loading, the Contractor shall locate the displaced rock and place on one of the barges. The bottom elevation of the staging area shall be restored to $\pm 0.5'$ of preconstruction conditions prior to demobilization. The Contractor shall reclaim any rock dislodged from the barges in route to the project site by restoring the bottom elevation to within $\pm 0.5'$ of preconstruction conditions.

- 10.8 Tolerances: Placement of rock shall be as close to the elevations and dimensions shown on the drawings as possible, with a maximum vertical tolerance of plus or minus half a foot ($\pm 0.5'$). The minimum elevation is 2.0 FT. NAVD 88. The target elevation is 2.5 FT. NAVD 88. The maximum elevation is 3.0 FT. NAVD 88. A tolerance of 6-inches from the slopes, lines and grades shown on the contract drawings will be allowed in the finished surface of the stone, except that the extreme of this tolerance shall not be continuous over a distance greater than 200 feet. The average tolerance for each layer of the entire job shall be no more than 50 percent of the tolerances specified above. The Contractor will not be paid for stone placed outside the allowable tolerance. The Contractor shall relocate the unsatisfactorily placed stone within the specified limits for payment.
- 10.9 Acceptance: Completed segments of the structure will be inspected and surveyed on a bi-weekly basis (every 14 days to allow for initial settling) for completeness, elevation, width, etc. These measurements will be taken by the Contractor under the supervision of the Engineer or Inspector. The Contractor shall submit to the Owner for approval the resume(s) of person(s) who will perform the acceptance survey. If the inspected area is below 2.0' NAVD 88, or the typical section has not been achieved, the Engineer will require the Contractor to place additional material prior to acceptance. The Contractor may request partial payment monthly provided that all of the rock segments in question have been found to be within the acceptable elevation range (2.0' to 3.0' NAVD 88) for at least two consecutive bi-weekly inspections or 28 days without the addition of any rock.
- 10.10 Measurement and Payment: The unit of measurement of rock satisfactorily placed in the Work will be the ton (2,000 pounds). Quantities will be computed to the nearest whole ton. The Contractor will measure rock and the Engineer will verify measurement for payment by weight determined by barge displacement. The Contractor shall furnish the Engineer a barge displacement table, not less than ten (10) days prior to unloading rock from any barge. The Contractor shall furnish, with the barge displacement table, a drawing or sketch of each barge, dimensioned in sufficient detail to permit checking of the tables. The drawings shall show, as a minimum, the length, width, and depth of the barge, and dimensions of rakes.

Each such table shall have its accuracy certified by a person or firm, other than the Contractor, customarily performing this service and who has been approved by the Engineer. Each table submitted shall show the name and/or number of the barge, the barge dimensions, the barge Owner, name of the fabricator, certification and date of certification of the person or firm preparing the table. All new or modified barges shall be field checked for current dimensions by the Contractor, in the presence of the Engineer or his Inspector. Each table submitted shall contain in parallel columns, the

freeboard of the barge in feet and tenths from zero (0) to the full depth of the barge, and the corresponding gross displacement to the nearest ton. Each barge shall be suitably marked with two displacement gaging lines along each side of the barge. Each gaging line shall be painted perpendicular to the edge of the barge and be no less than four (4) inches wide and one (1) foot long, on both the deck and side of the barge. Barges with rakes shall have the displacement gaging lines placed at each corner of the box section between the rakes. If a barge has a box end or ends, the gaging lines shall be placed approximately four (4) feet from the box end. The freeboard will be measured at the four (4) gaging locations and the displacement determined by the use of the "CELMV Standard Barge Tables" from the average of these measurements. The displacement shall be determined before and after the barge is unloaded and the difference between these values shall be the quantity delivered. Additionally, the Contractor will provide the Engineer with certified weight tickets issued by the stone quarry for each barge used on the project. If barge tables are furnished for fresh water and if the Contractor believes that barge displacement measurements made within the contract limits of Work are being taken in water that has salinity, he will have the option of obtaining water samples and determining densities or unit weights of these samples. These water samples shall be taken in accordance with ASTM D 3370 (practice A-Grade Sample) at depths of four (4) and eight (8) feet in the area where measurements are made. Water sampling shall be performed when the barges are measured for quantities, both when fully loaded and when empty. Water samples shall be taken by the Contractor and witnessed by the Engineer's Representative with the use of "Polypro" 2000 ml. water sampler, or equal. Densities shall be determined as specified in ASTM D 1429 (Method D-Hydrometer Method). Testing shall be done for the Contractor by a certified testing laboratory, and test results certified by this laboratory. After review and approval of the test results by the Engineer, the average of the densities obtained at four feet (4') and eight feet (8') will be used as the suitable salt water conversion factor. In all calculations, the unit weight of 62.45 pounds/cubic foot will be used for fresh water.

If the Contractor does not obtain water samples and densities, then no adjustment or conversion factor will be applied to rock quantities determined by displacement tables. The determination of satisfactorily placed rock shall be based on survey cross sections. The quantity of rock placed in the Work will be reasonably estimated at each individual Work site and quantities adjusted upon completed use of a barge or material, or completion of the contract. No payment will be made for any unauthorized use of the rip-rap.

All barges will be measured by the Contractor and witnessed by the Engineer or Inspector prior to light loading, immediately after light loading, and prior to placing any rock. If awarded Bid Alternate 1, payment for rock will be made at the Contract unit price per ton for Bid Item No. 10, "Addition for 250 LB Class Rock". The Contractor may request partial payment monthly provided no discrepancies are found in at least two bi-weekly inspections. Price and payment shall constitute full compensation for furnishing all materials and for installing, measuring, and performing all Work as specified herein and incidental thereto.

END OF PART III – TECHNICAL SPECIFICATIONS

APPENDIX A: SUBCONTRACTORS REPORT

CURRENT INVOICE NO. _____
PURCHASE ORDER NO. _____

APPENDIX A, ATTACHMENT A1
COASTAL CONSTRUCTION AND VEGETATIVE PROJECTS
SUBCONTRACTOR REPORT
PRIME CONTRACTOR

Name & Address of Subcontractor(s)	\$ Value Paid to Subs for this Invoice Period	Cumulative \$ Value Paid to Subs for this Purchase Order

APPENDIX B: REQUEST FOR INFORMATION FORM

DATE: _____

RFI Number:

Summary of RFI by Contractor

Response to RFI by Engineer

APPENDIX C: CHANGE ORDER FORM

CHANGE ORDER NO. ____

OWNER: State of Louisiana, Coastal Protection & Restoration Authority
CONTRACTOR _____
PROJECT: LITTLE LAKE SHORELINE PROTECTION
AND MARSH CREATION SEGMENT 1 AND 2 DEMOLITION
& PERPENDICULAR ROCK DIKE CONSTRUCTION
PROJECT BA-0037
PROJECT CODE: _____
COST CENTER: _____
ENGINEER: Benjamin Hartman

The following changes are hereby proposed to be made to the Contract Documents:

-

Description: See attached summary.

Attachments (list documents supporting change):

-

Change in Contract Price		Change in Contract Time	
Original Contract Price		Original Contract Time (calendar days)	
Net Increase /(Decrease) from previous Change Orders		Net Increase /Decrease from previous Change Orders (days)	
Contract Price prior to this Change Order		Contract Time prior to this Change Order (calendar days)	
Net Increase/(Decrease) of this Change Order		Net Increase (Decrease) of this Change Order (days)	
Contract Price with this Change Order		Contract Time with this Change Order (calendar days)	

RECOMMENDED:

By: _____
Engineer
Date: _____

RECOMMENDED:

By: _____
CPRA Construction Manager
Date: _____

ACCEPTED:

By: _____
Contractor
Date: _____

APPENDIX D: RECOMMENDATION OF ACCEPTANCE FORM

❖ NOT FOR RECORDATION PURPOSES ❖

RECOMMENDATION OF ACCEPTANCE

TO: Coastal Protection and Restoration Authority
1440 Tiger Drive Suite B
Thibodaux, LA 70301

FROM: _____

Design Firm Name and Address

DATE: _____

PROJECT NAME & NUMBER: Little Lake Shoreline Protection And Marsh Creation Segment 1 And 2 Demolition & Perpendicular Rock Dike Construction Project BA-0037

SITE CODE: _____ STATE ID: _____ CFMS: _____

CONTRACTOR: _____

ORIGINAL CONTRACT AMOUNT: \$ _____

FINAL CONTRACT AMOUNT: \$ _____

DATE OF ACCEPTANCE: _____

CONTRACT DATE OF COMPLETION: _____

NUMBER OF DAYS (OVERRUN) (UNDERRUN) (As of Acceptance Date) _____

LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT \$ _____

VALUE OF PUNCH LIST \$ _____ (*Attach punch list*)

Signed: _____
DESIGNER

FOR USE OF PROJECT MANAGER:

Signed: _____
PROJECT MANAGER

❖ NOT FOR RECORDATION PURPOSES ❖

APPENDIX E: STANDARD MANATEE CONDITIONS FOR IN-WATER ACTIVITIES

STANDARD MANATEE CONDITIONS FOR IN-WATER ACTIVITIES

During in-water work in areas that potentially support manatees all personnel associated with the project shall be instructed about the potential presence of manatees, manatee speed zones, and the need to avoid collisions with an injury to manatees. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972 and the Endangered Species Act of 1973. Additionally, personnel shall be instructed not to attempt to feed or otherwise interact with the animal, although passively taking pictures or video are acceptable.

All on-site personnel are responsible for observing water-related activities for the presence of manatee(s). To minimize potential impacts to manatees in areas of their potential presence, the permittee shall insure the following are adhered to:

- All work, equipment, and vessel operation shall cease if a manatee is spotted within a 50-foot radius (buffer zone) of the active work area. Once the manatee has left the buffer zone on its own accord (manatees must not be herded or harassed into leaving), or after 30 minutes have passed without additional sightings of manatee(s) in the buffer zone, in-water work can resume under careful observation for manatee(s).
- If a manatee(s) is sighted in or near the project area, all vessels associated with the project shall operate at "no wake/idle" speeds within the construction area and at all times while in waters where the draft of the vessel provides less than a four-foot clearance from the bottom. Vessels shall follow routes of deep water whenever possible.
- If used, siltation or turbidity barriers shall be properly secured, made of material in which manatees cannot become entangled, and be monitored to avoid manatee entrapment or impeding their movement.
- Temporary signs concerning manatees shall be posted prior to and during all in-water project activities and removed upon completion. Each vessel involved in construction activities shall display at the vessel control station or in a prominent location, visible to all employees operating the vessel, a temporary sign at least 8½ " X 11" reading language similar to the following: "CAUTION BOATERS: MANATEE AREA/ IDLE SPEED IS REQUIRED IN CONSTRUCTION AREA AND WHERE THERE IS LESS THAN FOUR FOOT BOTTOM CLEARANCE WHEN MANATEE IS PRESENT". A second temporary sign measuring 8½ " X 11" shall be posted at a location prominently visible to all personnel engaged in water-related activities and shall read language similar to the following: "CAUTION: MANATEE AREA/ EQUIPMENT MUST BE SHUTDOWN IMMEDIATELY IF A MANATEE COMES WITHIN 50 FEET OF OPERATION".
- Collisions with, injury to, or sightings of manatees shall be immediately reported to the Service's Louisiana Ecological Services Office (337/291-3100) and the Louisiana Department of Wildlife and Fisheries, Natural Heritage Program (225/765-2821). Please provide the nature of the call (i.e., report of an incident, manatee sighting, etc.); time of incident/sighting; and the approximate location, including the latitude and longitude coordinates, if possible.

APPENDIX F: PERMITS OBTAINED BY OWNER

JOHN BEL EDWARDS
GOVERNOR



CHUCK CARR BROWN, PH.D.
SECRETARY

State of Louisiana
DEPARTMENT OF ENVIRONMENTAL QUALITY
ENVIRONMENTAL SERVICES

JAN 12 2017

Mr. Benjamin J. Hartman
Coastal Protection and Restoration Authority (CPRA)
1440 Tiger Drive, Suite B
Thibodaux, Louisiana 70301

AI No.: 117430
Activity No.: CER20160001

RE: National Marine Fisheries Service (NMFS) – Little Lake Shoreline Protection and Marsh Creation –
2016 Maintenance Event
Water Quality Certification WQC 160929-01
Corps of Engineers Permit MVN-2004-00058-CO
Lafourche Parish

Dear Mr. Hartman:

The Louisiana Department of Environmental Quality, Water Permits Division (LDEQ), has reviewed the application to excavate and place fill to conduct maintenance activities in Bay L'Ours east of Galliano, Lafourche Parish.

The information provided in the application and the additional information received December 15, 2016, has been reviewed in terms of compliance with State Water Quality Standards, the approved Water Quality Management Plan and applicable state water laws, rules and regulations. LDEQ determined that the requirements for a Water Quality Certification have been met. LDEQ concludes the discharge of fill material will not violate water quality standards as provided for in LAC 33:IX.Chapter 11. Therefore, LDEQ hereby issues National Marine Fisheries Service (NMFS) – Little Lake Shoreline Protection and Marsh Creation – 2016 Maintenance Event Water Quality Certification, WQC 160929-01.

Should you have any questions concerning any part of this certification, please contact T.D. Wilcox at (225) 219-3026 or by email at terriana.wilcox@la.gov. Please reference Agency Interest (AI) number 117430 and Water Quality Certification 160929-01 on all future correspondence to this Department to ensure all correspondence regarding this project is properly filed into the Department's Electronic Document Management System.

Sincerely,

Scott Guilliams
Administrator
Water Permits Division

c: IO-W
Corps of Engineers – New Orleans District





State of Louisiana
DEPARTMENT OF NATURAL RESOURCES
OFFICE OF COASTAL MANAGEMENT

October 14, 2016

Benjamin Hartman, Agent
Coastal Protection & Restoration Authority
1440 Tiger Drive, Suite B
Thibodaux, LA 70301
Via email: benjamin.hartman@la.gov

RE: **C20030250 mod 05**, Coastal Zone Consistency
National Marine Fisheries Service
Direct Federal Action
Degrade two rock dikes and use salvaged riprap to construct adjacent jetty, associated
with Little Lake Shoreline Protection (CWPPRA BA-37)
Lafourche Parish, Louisiana

Dear Mr. Hartman:

The above referenced project has been reviewed for consistency with the approved Louisiana Coastal Resource Program (LCRP) as required by Section 307 of the Coastal Zone Management Act of 1972, as amended. The project, as proposed in the application, is consistent with the LCRP. If you have any questions concerning this determination, please contact Carol Crapanzano of the Consistency Section at (225) 342-9425 or carol.crapanzano@la.gov.

Sincerely yours,

/S/ Don Haydel

Acting Administrator
Interagency Affairs/Field Services Division

DH/SK

cc: Dave Butler, LDWF
Kirk Kilgen, OCM
Amanda Voisin, Lafourche Parish



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, NEW ORLEANS DISTRICT
7400 LEAKE AVENUE
NEW ORLEANS, LOUISIANA 70118

June 29, 2017

Operations Division
Central Evaluation Section

SUBJECT: MVN 2004-00058 CO

National Marine Fisheries Service
5304 Flander's Avenue
Suite B
Baton Rouge, Louisiana 70808

Gentlemen:

Additional drawings, enclosed in three sheets dated September 26, 2016, furnished with your Department of the Army permit application dated September 14, 2016, covering the removal of two rock dikes and the installation of a new rock jetty in Brusle Lake, are authorized and will be included in your plans for the work authorized by the Secretary of the Army in a permit dated January 5, 2004, and subsequent modifications dated November 30, 2004, April 21, 2005, and August 8, 2006, from the District Engineer at New Orleans, Louisiana. The authorization granted by the Secretary of the Army is specifically extended to July 31, 2022.

The conditions to which the work is made subject, including the time limit, remain in full force and effect.

The approval is subject to the following condition additional to those terms and conditions in the original permit dated January 5, 2004, and subsequent modifications dated November 30, 2004, April 21, 2005, and August 8, 2006.

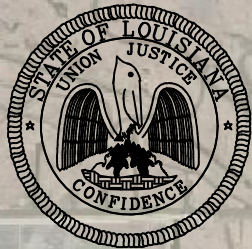
1. Permittee shall comply with the enclosed *Standard Manatee Conditions for In-Water Activities*.

A copy of the first page of this permit approval letter must be conspicuously displayed at the project site. Also, you must keep a copy of this signed letter, with attached drawings, at the project site until the work is completed.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

Martin S. Mayer
Chief, Regulatory Branch
for
Michael N. Clancy
Colonel, U.S. Army
District Commander

Enclosure



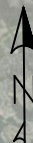
CLOVELLY
FARMS

LAROSE

GALLIANO

GOLDEN
MEADOW

PROJECT
LOCATION



BAY L'OURS

LITTLE LAKE

JETTY AND SEGMENT 1 & 2
APPROXIMATE SITE LOCATION
LATITUDE: 29°29'57.46"N
LONGITUDE: 90°12'47.06"W

10,000' 5,000' 0' 10,000' 20,000'

APPLICATION BY:
CPRA

**COASTAL PROTECTION AND
RESTORATION AUTHORITY**

450 LAUREL STREET
BATON ROUGE, LOUISIANA 70801

SEGMENT 1 & 2 DEMOLITION
AND JETTY CONSTRUCTION

VICINITY MAP

STATE PROJECT NUMBER: BA-37

DATE: 09/26/2016

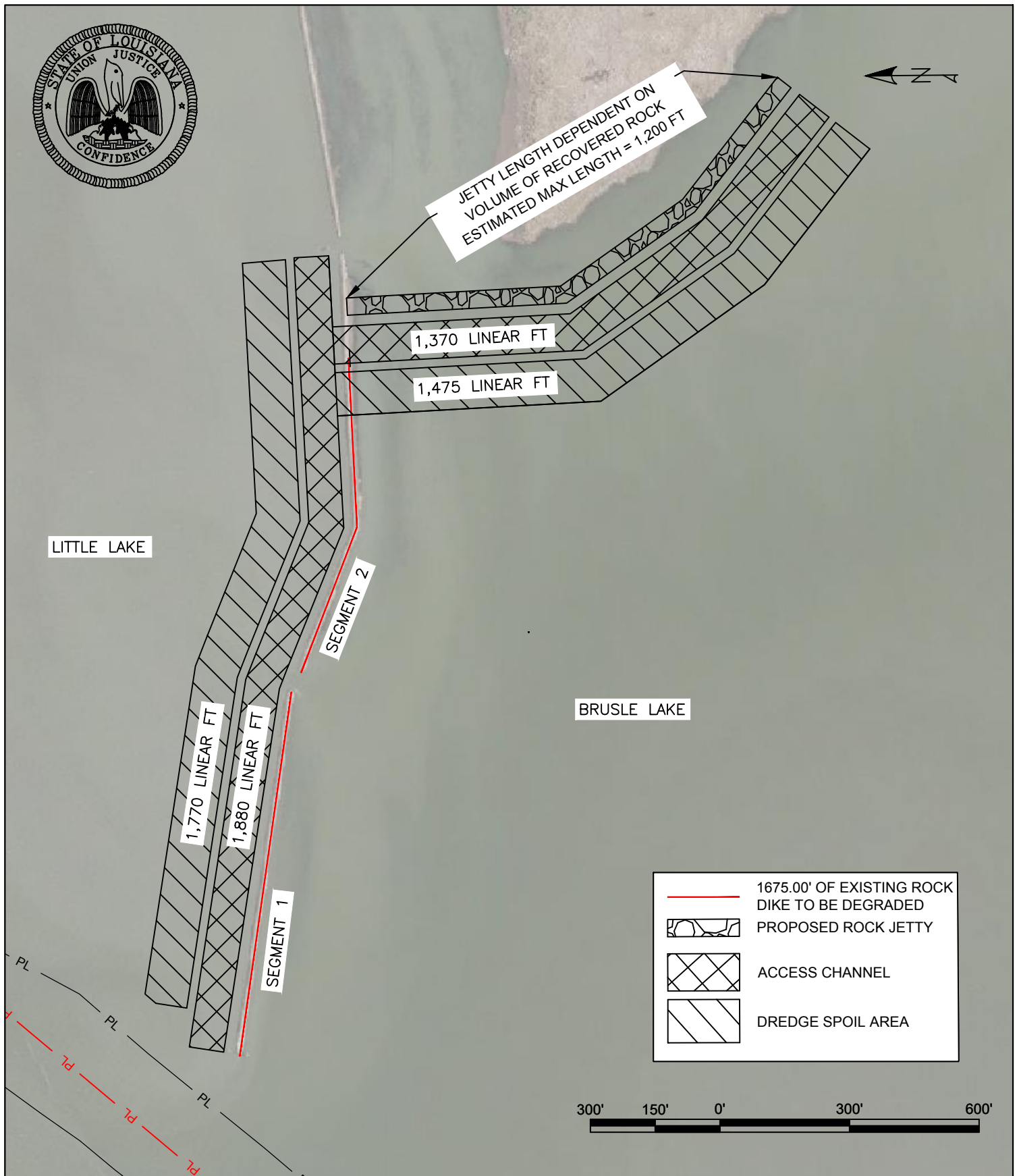
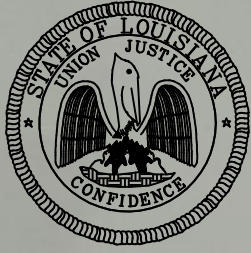
DRAWN BY: B.J.H.

DESIGNED BY: B.J.H.

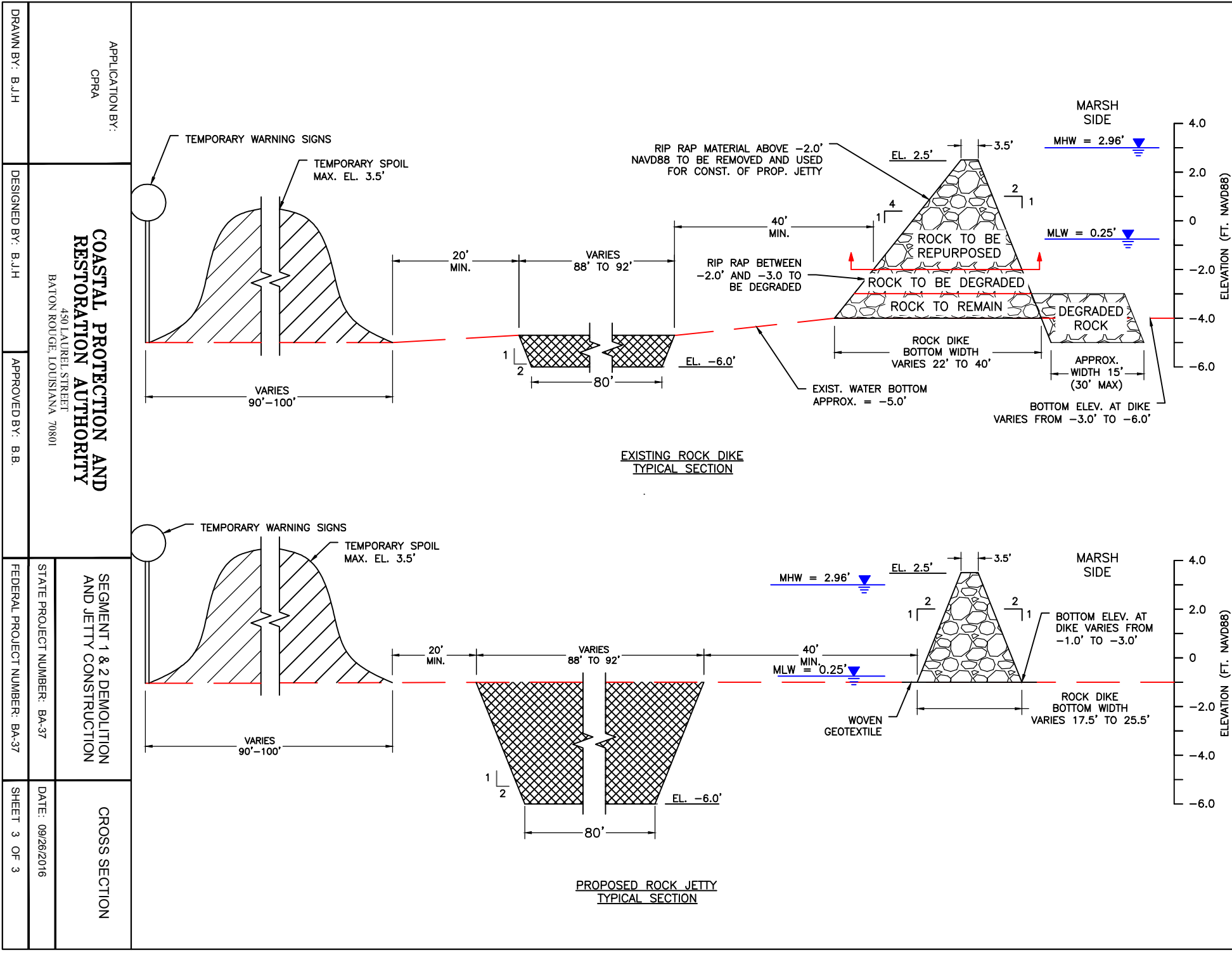
APPROVED BY: B.B.

FEDERAL PROJECT NUMBER: BA-37

SHEET 1 OF 3



APPLICATION BY: CPRA	COASTAL PROTECTION AND RESTORATION AUTHORITY 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801		SEGMENT 1 & 2 DEMOLITION AND JETTY CONSTRUCTION	PLAN VIEW
DRAWN BY: B.J.H	DESIGNED BY: B.J.H	APPROVED BY: B.B.	STATE PROJECT NUMBER: BA-37	DATE: 09/26/2016
			FEDERAL PROJECT NUMBER: BA-37	SHEET 2 OF 3



APPENDIX G: SURVEY MONUMENT DATA



VICINITY MAP Scale: 1" = 2000'

Reproduced from Google Earth (Imagery Date 1/25/2015)

Station Name: "BA02-SM-02"

Location: From La Highway 308 at Cutoff, Louisiana, proceed east on east 36th Street for approximately 5 miles and follow the signs for North Dock. Once at the boat landing, by boat, proceed approximately 3 miles east to Little Lake. Turn right and proceed southeasterly in Little Lake for about 3 miles around a point, then southwesterly for about 2.5 miles to a Slip Canal at Clovelly Oil and Gas Field, then about 1.5 miles in the Slip Canal to a Canal on the right. Turn right and proceed northwesterly in the Canal for about 2000 feet to the monument on the left.

Monument Description: NGS style floating sleeve monument; datum point set on 9/16" stainless steel sectional rods driven 52 feet to refusal, set in sand filled 6" PVC pipe with access cover set in concrete, flush with ground.

Stamping: BA02-SM-O2

Installation Date: 12/11/02 **Date of Survey:** October 24 & 25, 2016

Monument Established By: John Chance Land Surveys, Inc.

For: Louisiana Department of Natural Resources, CRD

Adjusted NAD83 Geodetic Position

Lat. 29° 29' 26.26441" N
Long. 90° 14' 05.34735" W

Adjusted NAD83 Datum LSZ (1702) Feet

N= 361,933.738
E= 3,630,318.661

Adjusted NAVD88 Height (2011)

Elevation = 2.148 feet (0.655 mtrs)

Ellipsoid Height = -24.080 mtrs.

Geoid12B Height = -24.735 mtrs.



Adjusted Position determined by Morris P. Hebert, Inc. for the Coastal Protection & Restoration Authority of Louisiana



VICINITY MAP Scale: 1" = 2000'

Reproduced from Google Earth (Imagery Date 1/25/2015)

Station Name: "BA37-SM-02"

Location: The monument stamped BA-37-SM02 is located just less than 2 miles south Plum Point which is located within Little Lake in Lafourche Parish, Louisiana. The monument is approximately 13.9 miles southwest of the intersection of Bayou Lafourche and the Gulf Intracoastal Waterway in Larose, Louisiana

Monument Description: NGS style floating sleeve monument; datum point set on 9/16" stainless steel sectional rods driven 104 feet to refusal, set in sand filled 6" PVC pipe with access cover set in concrete, flush with ground.

Stamping: BA-37-SM02

Installation Date: August 15, 2002 **Date of Survey:** October 24 & 25, 2016

Monument Established By: T. Baker Smith & Son, Inc

For: Louisiana Department of Natural Resources, CRD

Adjusted NAD83 Geodetic Position

Lat. 29° 27' 28.30458" N
Long. 90° 09' 18.99582" W

Adjusted NAD83 Datum LSZ (1702) Feet

N= 350.270.240
E= 3,655,746.100

Adjusted NAVD88 Height (2011)

Elevation = 2.427 feet (0.740 mtrs)

Ellipsoid Height = -23.867 mtrs.
Geoid12B Height = -24.607 mtrs.



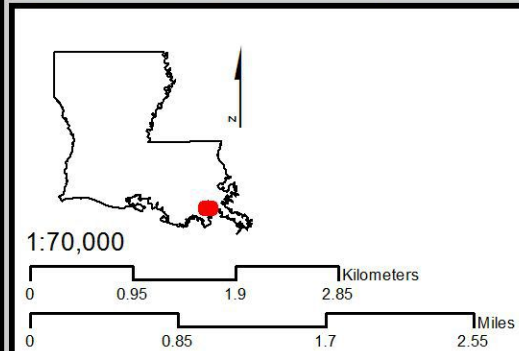
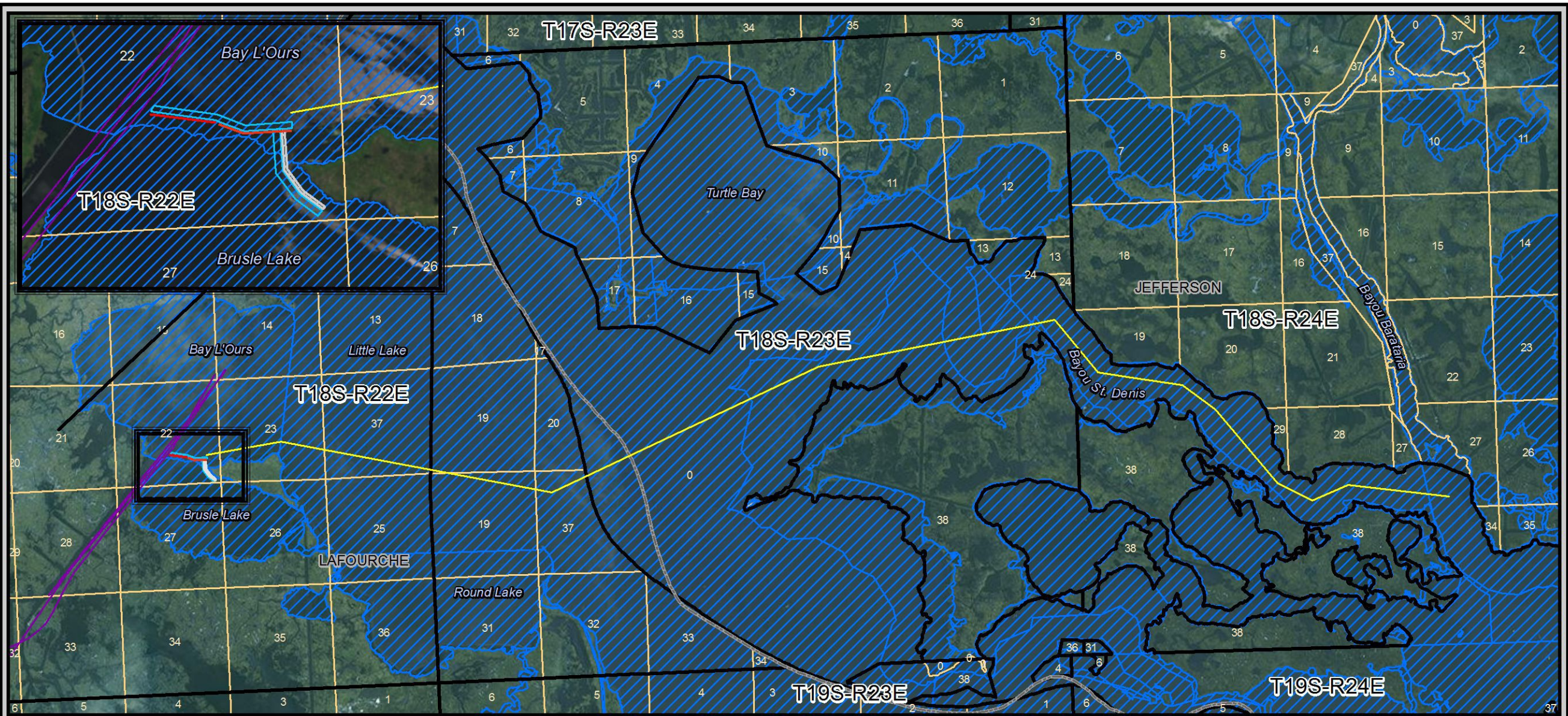
Adjusted Position determined by Morris P. Hebert, Inc. for the Coastal Protection & Restoration Authority of Louisiana

APPENDIX H: LANDOWNERS CONTACT INFORMATION

The State of Louisiana owns the water bottom around the project features. All landowner inquiries should be made to Les Rosso at the State Land Office. His phone number is (225) 342-4600. His email address is Les.Rosso@LA.GOV

Randy Moertle serves as the land representative for adjacent land and other properties (including Clovelly Canal Boat Launch); his phone number is (985) 856-3630 and his email address is rmoertle@bellsouth.net.

APPENDIX I: ACCESS ROUTE



Proposed Rock Dike	Township
Removal of Existing Submerged Rock	Section
Proposed Temporary Floatation Channel	Parish Boundary
Access Route	State-Claimed Waterbottom
Pipeline	

All features are graphical representations only, are subject to change, and may not reflect true location or dimension

Exhibit A

Little Lake Shoreline Protection and Marsh Creation (BA-0037)

Lafourche Parish, Louisiana



Source: Coastal Protection and Restoration Authority of Louisiana
 Imagery: ESRI World
 Map Date: July 11, 2017
 2017040280