

**STATE OF LOUISIANA  
INVITATION TO BID**

**LAKE HERMITAGE MARSH CREATION**

**PROJECT (BA-42)**

**FOR OFFICE OF COASTAL PROTECTION AND RESTORATION**

**IN PLAQUEMINES PARISH, LOUISIANA**



**File Number: S 28170 DL**

**Solicitation Number: 2246811**

**Bid Opening Date: NOVEMBER 15, 2011 @ 10:00 A.M. (CST)**

**State of Louisiana  
Office of State Purchasing  
1201 N. Third Street, Suite 2-160  
Baton Rouge, LA 70802**



*Rudolph A. Simoneaux, III*  
09/26/2011

NOTICE TO BIDDERS

Sealed bids will be received for the State of Louisiana by the Division of Administration, Office of State Purchasing, Claiborne Office Building, 1201 North Third Street, Second Floor, Suite 2-160, Post Office Box 94095, Baton Rouge, Louisiana 70804-9095 until 10:00 A.M. (CST), on November 15, 2011, for the following:

Solicitation #: 2246811, File Number: S 28170 DL  
Lake Hermitage Marsh Creation (BA-42) in Plaquemines Parish, Louisiana  
for Office of Coastal Protection and Restoration, Engineering and Operations

**PROJECT:**

The project site is located in Plaquemines Parish, near the West Point a la Hache Siphons, and northwest of the community of Magnolia, LA. The borrow area is accessible via the Mississippi River. The marsh creation areas are accessible via Louisiana Highway 23 (LA 23) and Jefferson Canal. See Sheet 3 of the Plans for additional details.

The Contractor shall provide all labor, materials, and equipment necessary to perform the Work. The Work shall be performed in accordance with these Specifications and in conformity to lines, grades, and elevations shown on the Plans or as directed by Engineer. Quantity calculations, layouts, shop drawings, and construction sequencing of the Work shall be provided in the Work Plan.

For additional information, contact Hilary Stephenson, Office of State Purchasing, telephone (225) 342-8022 or by email at [hilary.stephenson@la.gov](mailto:hilary.stephenson@la.gov).

To obtain Complete Bidding Documents, contact:

OFFICE OF STATE PURCHASING  
Claiborne Office Building, Second Floor, Suite 2-160  
1201 North Third Street, Baton Rouge, Louisiana 70804  
Attn: Hilary Stephenson  
Email: [hilary.stephenson@la.gov](mailto:hilary.stephenson@la.gov) Fax: (225) 342-8688 Phone: (225) 342-8022  
11 X 17 Drawings available upon request

All Requests should include: Federal Tax ID, Phone Number, Fax Number, Solicitation and File Number and Bid Opening Date

Website Link: <http://www.prd.doa.louisiana.gov/osp/lapac/pubmain.asp>

For additional information contact Hilary Stephenson, Office of State Purchasing, telephone (225) 342-8022 or by email at [hilary.stephenson@la.gov](mailto:hilary.stephenson@la.gov).

**A MANDATORY PRE-BID CONFERENCE WILL BE HELD:**

TIME & DATE: Tuesday, November 1, 2011 @ 10:00 AM (CST)  
LOCATION: Depart. of Natural Resources LaSalle Building, Griffon Room  
617 North 3<sup>rd</sup> Street, 1<sup>st</sup> Floor  
Baton Rouge, LA 70804

AGENCY CONTACT: Rudolph A. Simoneaux, III at (225) 342-0981, if directions are needed to the meeting.

Bids shall be accepted only from those bidders who attend the Mandatory Pre-Bid Conference in its entirety. It is the responsibility of all potential bidders to visit the job site to assess the location and conditions prior to bidding.

All bids must be accompanied by bid security equal to five percent (5%) of the sum of the base bid and all alternates, and must be in the form of a bank money order, certified check, cashier's check or bid bond. If a bid bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the A.M. Best's Key Rating Guide. The Bid Security shall be in favor of the State of Louisiana, Division of Administration. No Bid Security indicating an obligation of less than five percent (5%) by any method is acceptable.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2163 for classification of Heavy Construction and/or Dredging. In accordance la r.s. 37:2163 "anyone objecting to the classification must send a certified letter to both the Louisiana State Licensing Board For Contractors and the Office of State Purchasing. The letter must be received no later than ten working days prior to the day on which bids are to be opened.

No bid may be withdrawn for a period of thirty (30) days after receipt of bids. The State reserves the right to reject any and all bids for just cause.

When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the granting of lines of credit, or 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 fully executed.

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
OFFICE OF STATE PURCHASING

## INSTRUCTIONS TO BIDDERS, POLICIES AND PROCEDURES

### COMPLETION TIME

The Bidder shall agree to fully complete the contract within **615** consecutive calendar days for the 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 be assessed Liquidated Damages in the amount of **two-thousand four hundred fifty and NO/100 (\$2,450.00) Dollars** for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the completion date stated on the "Notice to Proceed".

### BIDDING DOCUMENTS

The Bidding Documents include the following:

- Notice to Bidders
- Instructions to Bidders, Policies and Procedures
- Bid Form
- Bid Bond and Performance and Payment Bond
- General Provisions
- Special Provisions
- Contract Between Owner and Contractor including Insurance Certificates
- Affidavit
- Other Documents (if applicable)
- Technical Specifications
- Construction Plans
- Addenda Issued During the Bid Period and Acknowledged in the Bid Form

### BIDDING DOCUMENTS

One (1) set of Plans and Specifications shall be furnished to each Bidder. Bidding Documents may be obtained only from the Office of State Purchasing as described in the Notice to Bidders.

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

Bidders shall promptly notify the Office of State Purchasing of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Office of State Purchasing at least seven (7) days prior to the date for receipt of bids. Any interpretation, correction or change of the Bidding Documents will be made by addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

### DEFINITIONS

All definitions set forth in the General Provisions are applicable to the all portions of the Bidding Documents, unless otherwise specifically stated or written.

### MANDATORY PRE-BID CONFERENCE

A MANDATORY Pre-Bid Conference is required. It is the responsibility of all potential bidders to visit the job site to assess the location and conditions prior to bidding. Pre-bid conference shall be held at the time and location described in the Notice to Bidders. Bids shall be accepted only from those bidders who attend the Pre-Bid Conference. Contractors who are not in attendance for the **entire** Pre-Bid Conference will not be considered to have attended. Any revision of the Bidding Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum. Inquiries from vendors must be in writing, within the time period specified, and directed to Hilary Stephenson at [hilary.stephenson@la.gov](mailto:hilary.stephenson@la.gov). It is the responsibility of all potential bidders to visit the job site to assess the location and conditions prior to bidding.

### **BIDDER'S REPRESENTATION**

Each Bidder by making his/her bid represents that:

1. He has read and understands the Bidding Documents and his bid is made in accordance therewith without exception.
2. He has visited the site and is familiar with the local conditions under which the work is to be performed.
3. His bid is based solely upon the materials, systems and equipment described in the Bidding Documents as advertised and as modified by addenda.
4. His bid is not based on any verbal instructions contrary to the Contract Documents and addenda.
5. 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.
6. The Contractor shall be responsible for determining that all of his Sub-bidders or prospective Subcontractors are duly licensed in accordance with law.

### **COMPLIANCE REGARDING SUSPENSION/DEBARMENT:**

Certification of no suspension or debarment: by signing and submitting any bid for \$100,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed via the internet at [www.epls.gov](http://www.epls.gov).

### **EQUAL EMPLOYMENT OPPORTUNITY**

The Division of Administration of 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 and signing this solicitation, the Bidder 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 bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

### **Civil Rights**

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.

### **Anti-Kickback Clause**

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

### **Clean Air Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

### **Energy Policy and Conservation Act**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

### Clean Water Act

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

### Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

### MINORITY OR WOMAN-OWNED ENTERPRISE

IF YOUR ORGANIZATION IS A SMALL, MINORITY, WOMAN, OR LAVET OWNED, OR IF YOU ARE USING A SMALL, MINORITY, WOMAN, OR LAVET OWNED, AS A SUBCONTRACTOR, PLEASE SEND SUPPORTING DOCUMENTATION. THIS INFORMATION IS REQUIRED FOR THE PURPOSE OF REPORTING TO FEDERAL FUNDING AGENCIES.

Send info to:

Natural Resources - Purchasing  
Attn: Judy LeBourgeois  
P O Box 44362  
Baton Rouge La 70804-4362, or  
Email Judy.Lebourgeois@La.Gov

### INSURANCE REQUIREMENTS

Proof of Contractor's Liability Insurance shall be required prior to contract being released to the successful bidder, and before work can commence. Insurance coverage specified below shall be furnished with the following minimum limits:

**Workers' Compensation Insurance:** The contractor and subcontractor shall take and maintain during the life of the contract workers' compensation insurance for all of their employees employed at the site of the project. Coverage provided must meet requirements of the labor code of the State of Louisiana. In case any class of employees is engaged in hazardous work under the workers' compensation statute, the contractor and subcontractor shall provide employer's liability insurance for the protection of their employees not otherwise protected. Employers' liability limit shall be \$1,000,000 when work is to be over water and involves maritime exposure.

**Public Liability and Property Damage Insurance:** Commercial general liability insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, completed operations and owner's protective liability with combined single limits of \$1,000,000 per occurrence.

**Licensed Motor Vehicles:** The contractor shall take out and maintain during the life of the contract, automobile public liability insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to perform thereunder, such insurance shall cover the use of all such vehicles.

(NOTE: If the Contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.)

**Aircraft or Watercraft Liability (When Applicable):** \$2,000,000 for watercraft and \$5,000,000 for aircraft.

**Additional Insured:** The State of Louisiana, all state departments, agencies, boards and commissions, its officers, directors, agents and employees are to be included as additional insured with respect to any work done by the insured under contract. The contracting party shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**Indemnification Agreement:** The other party agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all state departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense 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 the other party, its agents, servants and employees, or any and all costs, expense and/or attorney fees incurred by the other party as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all state departments, agencies, boards, commissions, its agents, representatives, and/or 'employees. The other party agrees to investigate, handle, respond to, provide

defense for and defend any such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

#### **TERMINATION OF THE CONTRACT FOR CONVENIENCE**

The State may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

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

#### **BIDDING PROCEDURE**

All bids must be submitted on the forms provided for this purpose and as included in the Bid Documents. All blanks on the Bid Form must be filled out with ink or type written and signed in ink. Any interlineations, alteration or erasure must be initialed by the signer of the bid.

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

Bidders are cautioned to complete all alternates as required in the Bid Form. Failure to submit alternate prices will render the proposal informal and shall cause its rejection.

The bid shall include the legal name of Bidder and shall be signed by a person legally authorized to bind the Bidder to a Contract. The name and license number on the envelope shall be the same as on the Bid Form. On any bid in excess of fifty thousand dollars (\$50,000.00), and \$1.00 or more if hazardous materials are involved, 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.

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under laws governing public contracts under the provisions of Chapter 10 or Title 38 of the Louisiana Revised Statutes of 1950, Professional, Personal, Consulting, and Social Services Procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

#### **BID SECURITY**

No bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of not less than five percent (5%) of the base bid and all alternates. The Bid Security shall be in favor of the State of Louisiana, Division of Administration. Bid security furnished by the Bidder shall guarantee that the Bidder 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 Contract 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.

The State of Louisiana, Division of Administration 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.

#### **SUBMISSION OF BIDS**

**BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO THE PHYSICAL LOCATION OF THE OFFICE OF STATE PURCHASING.**

Bids may be mailed to: OFFICE OF STATE PURCHASING  
P.O. BOX 94095  
BATON ROUGE, LA 70804-9095

or delivered by hand or by courier to: OFFICE OF STATE PURCHASING  
CLAIBORNE OFFICE BUILDING, 2ND FLOOR, SUITE 2-160  
1201 NORTH THIRD STREET  
BATON ROUGE, LA 70804

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Purchasing is not responsible for any delays caused by the bidder's chosen means of bid delivery.

Bidders should be aware of security requirements for the Claiborne Building and allow time to be photographed and presented with a temporary identification badge.

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

The bid envelope shall be identified on the outside with the project name, solicitation number and file number, bid opening date and time, 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 Notice to Bidders.

**SIGNATURE AUTHORITY:**R. S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to the State of Louisiana. Please indicate which of the following applies to the signer of this proposal.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the secretary of state or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the secretary of state. **A copy of the annual report or partnership record must be submitted to the Office of State Purchasing before contract award.**
2. The signer of the proposal is a representative of the proposer authorized to submit this proposal as evidenced by the corporate resolution or certification as to corporate principal. **If this applies a copy of the resolution or certification must be attached hereto.**
3. The proposer has filed with the secretary of state an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Purchasing before contract award.**
4. The signer of the proposal has been designated by the proposer as authorized to submit proposals on the proposer's vendor registration on file with the Office of State Purchasing.

#### **ADDENDA**

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, except an Addendum, if necessary, postponing the date of receipt of bids or canceling the request for bids.

Receipt of all Addenda issued should be acknowledged on the Bid Form and copies of the addenda should be returned with the Bid.

It is the Bidder's responsibility to check website link: <http://www.prd.doa.louisiana.gov/osp/lapac/pubmain.asp> frequently for any possible addenda that may be issued. The Office of State Purchasing is not responsible for a Bidder's failure to download any addenda documents required to complete an Invitation to Bid.

#### **CONSIDERATION OF BIDS**

The properly identified Bids received on time will be opened publicly and will be read aloud.

The Division of Administration reserves 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 Bidding Documents or a bid in any way incomplete or irregular.

The Division of Administration reserves the right to waive any informality or irregularity in any bid received, deemed to be in the best interest of the State of Louisiana.

#### **WITHDRAWAL OF BID**

The Bidder agrees that his/her bid shall be good and may not be withdrawn by the Bidder for a period of thirty (30) calendar days after the bid opening.

**REJECTION OF BIDS:** The Bidder understands that the State reserves the right to reject any or all bids for just cause.

#### **PUBLICIZING OF AWARD**

Unsuccessful bidders will be notified of the award in accordance with LAC 34:i.535 provided that they submit a self addressed, stamped envelope requesting this information.

#### **ACCEPTANCE OF BID**

It is the intent of the Division of Administration, if any alternates are accepted, 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 Division of Administration shall reserve the right to accept or reject alternates in any order which does not affect determination of the Low Bidder. The low bid, including alternates, will be accepted if that bid is within the construction budget, otherwise the bid will be awarded on the basis of the base bid.

#### **AFFIDAVIT**

The successful Bidder shall be required to execute an affidavit attesting "THAT THIS PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF A SOLICITOR".

#### **NOTICE OF AWARD AND FORM OF CONTRACT**

If the Bidder is notified of the acceptance of the above bid or bids, within thirty (30) days of the time set forth for the opening of bids, the Bidder agrees to execute a contract for the work accepted, in the standard contract form currently used by the Division of Administration within ten (10) days after notice from the Division of Administration.

#### **PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND**

The Bidder agrees, if awarded the contract, to execute and deliver to the Division of Administration at the time the contract documents are executed, a Performance Bond with Power of Attorney, on the forms provided, in an amount equal to the contract sum.

Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of ten percent (10%) of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds fifteen percent (15%) of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. If a performance bond has been required, the requirement cannot be waived, unless otherwise allowed by Louisiana statutes.

A Labor and Materials Payment Bond in an amount equal to 100% of the contract amount must also be provided by the successful Bidder.

#### **RECORDATION CERTIFICATE**

Contractor upon receipt of executed contract, bond, purchase order and Notice to Proceed shall record the contract and bond with the Clerk of Court in the parish in which the work is to be performed, obtain a Certificate of Recordation from the Clerk of Court and forward this Certificate immediately to the Division of Administration. The contracting agency will process no invoices until receipt of the Certificate of Recordation.

#### **PROGRESS PAYMENTS**

The Schedule of Items submitted by the Bidder shall be incorporated in the Contract showing the estimated quantities and accepted unit prices therefore, the total of which comprises the Total Contract Amount. Progress payments will be made in accordance with the Measurement and Payment Provisions included in the Technical Specifications and the General Provisions of the Contract Documents. Contract retainage will be withheld from each Progress Payment as follows:

- Ten (10%) percent of the payment amount for projects up to \$500,000.00
- Five (5%) percent of the payment amount for contracts of \$500,000.00 or more.

The final Total Contract Amount will be determined by the actual quantities in place at the unit prices set forth under the Schedule of Items.

#### **ACCEPTANCE**

Acceptance of the work shall be made in accordance with Section GP-29 of the General Provisions. Upon written notice by the Owner to the Division of Administration, a Notice by Owner of Acceptance of Work will be executed and forwarded to the Contractor for recording with the Clerk of Court in the parish in which the work has been performed and shall furnish a clear Lien Certificate from the Clerk of Court (to the owner along with final invoice) forty-five (45) days after recordation of acceptance. Payment of retainage will be made at this time.

**AWARD AND EXECUTION OF CONTRACT:** When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the granting of lines of credit, or 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.

If the Bidder is notified of the acceptance of the bid within thirty (30) days after the opening of bids, the Bidder agrees to execute and deliver the executed contract between the owner and contractor and applicable bonds and insurance certificates within ten (10) days after notice from the Owner that the instrument is ready for signature.

If the Bidder fails to complete all requirements for executing the contract or bonds within ten (10) days after notification, the State may reject the Bid, retain the Bid Bond, call in the surety for payment, and award the contract to the next lowest bidder.

**REJECTION OF BIDS:** The Bidder understands that the State reserves the right to reject any or all bids for just cause.

**WITHDRAWAL OF BIDS:** No bid may be withdrawn for a period of thirty (30) days after receipt of bids.

**BID SECURITY:** Attached is the bid security equal to five percent (5%) of the sum of total base bid and all alternates. The Bid Security shall be in favor of the State of Louisiana, Division of Administration. The bid security is to become the property of the State in the event the Contract and bond are not executed within the time set forth, as Liquidated Damages for the delay and additional work caused thereby.

**COMPLETION TIME:** The Bidder hereby agrees to fully complete the project within the number of consecutive calendar days stipulated in the Contract Documents, as may be amended by addenda, and acknowledges that this construction time will begin on the date specified in the written "Notice to Proceed" from the State.

**LIQUIDATED DAMAGES:** The Bidder hereby also agrees to be assessed the amount stipulated in the Contract Documents as Liquidated Damages for each consecutive calendar day for which the work is not complete beginning with the first day beyond the completion date stated on the "Notice to Proceed".

**SCHEDULE OF BID ITEMS:** The proposal shall be completed by the bidder on the attached Schedule of Bid Items, with the prices shown in words and numerals and the total amount shown by the bidder. Refer to the Technical Specifications for complete information concerning these items. In case of a discrepancy, the prices shown in words shall govern.

The undersigned bidder understands that the quantities of work as shown in the Schedule of Bid Items and work to be performed are approximate only and are subject to increase or decrease, and offers to do the work at the unit price stated in the Schedule of Bid Items.

The Bidder also agrees to do any extra work, not covered by the Schedule of Bid Items, which may be ordered by the Engineer, and to accept as full compensation therefore such prices as may be agreed upon in writing by the Engineer and the Contractor in accordance with the General Provisions, Change Orders, etc. This extra work will be connected to the scope of work required on this project.

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

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

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

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

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

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

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

LOUISIANA CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_

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

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

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

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

PHONE: (\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_

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

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

**BID PACKAGE  
FOR  
LAKE HERMITAGE MARSH CREATION  
(BA-42)  
PLAQUEMINES PARISH, LOUISIANA**



**Coastal Protection and  
Restoration Authority of Louisiana**



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

**SEPTEMBER 2011**

## Table of Contents

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

GP-47	NON-CONFORMING AND UNAUTHORIZED WORK.....	21
GP-48	CONTRACTOR’S RIGHT TO TERMINATE CONTRACT.....	21
GP-49	BREACH OF CONTRACT.....	21
GP-50	NO WAIVER OF LEGAL RIGHTS.....	21
GP-51	LIABILITY FOR DAMAGES AND INJURIES.....	22
GP-52	LIABILITY FOR LOSSES BY ACTS OF THE GOVERNMENT.....	22
GP-53	FINAL INSPECTION AND ACCEPTANCE.....	22
GP-54	AS-BUILT DRAWINGS.....	23
GP-55	COMPLETION OF CONTRACT.....	23
GP-56	CONTRACTOR’S GUARANTEE.....	23
<b>PART II</b>	<b>SPECIAL PROVISIONS.....</b>	<b>25</b>
SP-1	LOCATION OF WORK.....	25
SP-2	WORK TO BE DONE.....	25
SP-3	BID ITEMS, CONTRACT DATES, AND DELIVERABLES.....	27
SP-4	DELIVERABLES.....	27
SP-5	ADDRESSES FOR DOCUMENT DELIVERY.....	30
SP-6	WORK PLAN SUPPLEMENTAL.....	31
SP-7	FAILURE TO COMPLETE ON TIME.....	31
SP-8	TRANSPORTATION.....	31
SP-9	DREDGE DATA SHEET.....	32
SP-10	OFFICE OF OWNER.....	32
SP-11	LANDOWNER AND PIPELINE REQUIREMENTS.....	32
SP-12	OYSTER LEASE RESTRICTIONS.....	35
SP-13	THREATENED AND ENDANGERED SPECIES.....	35
SP-14	RECOMMENDED CONSTRUCTION SEQUENCING.....	36
<b>PART III</b>	<b>TECHNICAL SPECIFICATIONS.....</b>	<b>37</b>
TS-1	MOBILIZATION AND DEMOBILIZATION.....	37
TS-2	DREDGE SLURRY PIPELINE.....	38
TS-3	CONSTRUCTION SURVEYS.....	44
TS-4	EARTHEN CONTAINMENT DIKES.....	52
TS-5	HYDRAULIC DREDGING-SHORELINE RESTORATION.....	54
TS-6	HYDRAULIC DREDGING-MARSH CREATION.....	58
TS-7	SETTLEMENT PLATES.....	64
TS-8	EARTHEN TERRACES.....	65
TS-9	LIGHTED AIDS TO NAVIGATION.....	66
TS-10	WATER DISCHARGE.....	67
TS-11	WORK AREA AND TEMPORARY FENCING.....	68
TS-12	VESSEL-SHORE TRANSFERS.....	68
TS-13	FINAL CLEAN-UP.....	68
<b>APPENDIX A:</b>	<b>BID PROPOSAL ATTACHMENTS</b>	
<b>APPENDIX B:</b>	<b>DAVIS-BACON ACT PREVAILING WAGE DETERMINATIONS</b>	
<b>APPENDIX C:</b>	<b>BA-42 LAND RIGHTS MEMORANDUM</b>	
<b>APPENDIX D:</b>	<b>PERMITS</b>	
<b>APPENDIX E:</b>	<b>DAILY PROGRESS REPORT TEMPLATE</b>	
<b>APPENDIX F:</b>	<b>LADOTD STANDARD SPECIFICATIONS SECTION 728</b>	
<b>APPENDIX G:</b>	<b>DESIGN SURVEY DATA</b>	
<b>APPENDIX H:</b>	<b>MISSISSIPPI RIVER GEOPHYSICAL DATA</b>	
<b>APPENDIX I:</b>	<b>DESIGN GEOTECHNICAL DATA</b>	

**SCHEDULE OF BID ITEMS - BASE BID**  
**LAKE HERMITAGE MARSH CREATION (BA-42)**

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

ITEM No.	ITEM	UNIT	QUANTITY <sup>1</sup>	UNIT PRICE <sup>2</sup>		EXTENDED PRICE <sup>2</sup>
				USING WORDS	USING NUMBERS	USING NUMBERS
1	Mobilization and Demobilization <sup>3</sup>	Lump Sum	1	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
2	Jacked Casing Pipe and Pits	Lump Sum	1	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
3	Construction Surveys	Lump Sum	1	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
4	Earthen Containment Dikes	Linear Foot	34,268	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
5	Hydraulic Dredging-Shoreline Restoration	Cubic Yard	278,496	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
6	Hydraulic Dredging-Marsh Creation	Cubic Yard	3,725,784	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
7	Marsh Fill/Shoreline Restoration Settlement Plates	Each	4	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
8	Earthen Terraces	Linear Foot	7,300	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
<b>Total Amount of Base Bid:</b>				_____ Dollars	_____ Cents	

- Where the quantity of Work with respect to any item is covered by a unit price, such quantities are estimated quantities to be used when comparing bids and the right is reserved by the Owner to increase/decrease such quantities as may be necessary to complete the Work and/or remain within the funding limits. In the event of material underruns/overruns by less than twenty-five percent (25%), the unit costs will be used to determine payment to the Contractor.
- Items must be completed by the bidder. The completed sheet must be attached to the bid submitted to the Office of State Purchasing in order for the bid to be considered. The low Bidder will be determined on the basis of the sum Base Bid and the Alternate Bid selected by the Owner for award.
- Mobilization and Demobilization shall include all appropriate costs associated with constructing all features listed in the Specifications and/or shown in the Plans.

**SCHEDULE OF BID ITEMS – ADDITIVE/DEDUCTIVE BID  
LAKE HERMITAGE MARSH CREATION (BA-42)**

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

ITEM No.	ITEM	UNIT	QUANTITY <sup>1</sup>	UNIT PRICE <sup>2</sup>		EXTENDED PRICE <sup>2</sup>
				USING WORDS	USING NUMBERS	USING NUMBERS
9	Mobilization and Demobilization <sup>3</sup>	Lump Sum	1	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
10	Construction Surveys	Lump Sum	1	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
11	Hydraulic Dredging-Marsh Creation	Cubid Yard	790,738	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
12	Deduction-Base Bid Earthen Containment Dikes	Linear Foot	-3,009	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
13	Earthen Containment Dikes	Linear Foot	5,898	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
14	Marsh Fill Settlement Plates	Each	1	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
15	Deduction-Base Bid Earthen Terraces	Linear Foot	-7,300	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
<b>Total Amount of Additive/Deductive Alternate Bid:</b>				_____ Dollars	_____ Cents	

- Where the quantity of Work with respect to any item is covered by a unit price, such quantities are estimated quantities to be used when comparing bids and the right is reserved by the Owner to increase/decrease such quantities as may be necessary to complete the Work and/or remain within the funding limits. In the event of material underruns/overruns by less than twenty-five percent (25%), the unit costs will be used to determine payment to the Contractor.
- Items must be completed by the bidder. The completed sheet must be attached to the bid submitted to the Office of State Purchasing in order for the bid to be considered. The low Bidder will be determined on the basis of the sum of the Base Bid and the Alternate Bid selected by the Owner for award.
- Mobilization and Demobilization shall include all appropriate costs associated with constructing all features listed in the Specifications and/or shown in the Plans.

## **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.

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

- 1.10 Claim: A written demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both or other relief with respect to the terms of the Contract.
- 1.11 Contract: The written Agreement between the Owner and the Contractor which defines the work to be completed and shall be understood to include the Plans, Specifications, Information for Bidders, Agreement, Advertisement For Bidders, Affidavit, Bid Form, Bid Bond, Contract Bond, Notice of Award, Notice to Proceed, and Change Orders, and Claims.
- 1.12 Contract Bond: The approved form of security furnished by the Contractor and Surety for the faithful performance of the Work, and the payment for all labor, materials, and/or obligations incurred by the Contractor in the prosecution thereof.
- 1.13 Contract Documents: The Agreement, all addenda which pertains to the Contract Documents, Bid Documents and specified Attachments accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award, Contractor's Bid when attached as an exhibit to the Agreement, the Bonds (Bid and Performance/Payment), General Provisions, Special Provisions, Technical Specifications, Plans, and all Field or Change Orders issued after the execution of the Agreement. Shop Drawings and other submittals by the Contractor are not Contract Documents.
- 1.14 Contract Price: The moneys payable by the Owner to the Contractor for the Work in accordance with the Contract Documents as stated in the Agreement.
- 1.15 Contract Time: The number of calendar days specified in the Agreement for completion of the Work, together with any extensions authorized through change orders.
- 1.16 Contractor: The person, association of persons, firm, or corporation entering into the duly awarded Contract.
- 1.17 Contracting Agency: The Louisiana Coastal Protection and Restoration Authority (CPRA) acting through the Division of Administration.
- 1.18 Day: When any period of time is referred to in the Contract Documents using days, it will be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday, or a legal holiday, that day will be omitted from the computation. A calendar day is measured as twenty-four (24) hour period starting at midnight and ending the following midnight.
- 1.19 Design Report: A written report by the Engineer which provides the design methodology for the Work.
- 1.20 Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective.
- 1.21 Engineer: The Louisiana Coastal Protection and Restoration Authority (CPRA), Restoration Engineering Division, or its designee.

- 1.22 Equipment: All machinery, implements, and power-tools, in conjunction with the necessary supplies for the operation, upkeep, maintenance, and all other tools and apparatuses necessary for the proper construction and acceptable completion of the Work.
- 1.23 Extension of Contract: Any extension of time for completion of Work beyond the Contract Time which is granted by the Owner, recommended by the Engineer and approved by the Office of State Purchasing in the form of a Change Order.
- 1.24 Federal Sponsor: The federal agency which has been tasked to manage the implementation of the project.
- 1.25 Field Order: A written order issued by the Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.
- 1.26 Resident Project Representative: An authorized representative of the Engineer who is responsible to inspect the Work and materials furnished by the Contractor.
- 1.27 Laboratory: The firm, company, or corporation which is used to test materials and is approved for use by the Engineer.
- 1.28 Laws and Regulations; Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 1.29 Materials: Any substance used in the Work to build structures, but does not include material used in false work or other temporary structures not incorporated in the Work.
- 1.30 Milestone: A principal event specified in the Contract Documents relating to an intermediated completion date or time prior to the Contract Times.
- 1.31 Notice of Award: A written notice to the successful Bidder stating that the Bid has been accepted by the Owner and that the successful Bidder is required to execute the Contract and furnish the Contract Performance Bond.
- 1.32 Notice to Proceed: The written notice to the Contractor by the Owner which provides the starting date for the Contract Time.
- 1.33 Owner: The Owner is the State of Louisiana (State) which acts through the Contracting Agency.
- 1.34 Plans: That part of the Contract Documents prepared or approved by the Engineer which graphically shows the scope, intent, and character of the Work to be completed by the Contractor.
- 1.35 Project Site: The location where the Work is to be performed as stated in the Agreement.
- 1.36 Right-of-way: That entire area reserved for constructing, maintaining, and protecting the proposed improvement, structures, and appurtenances of the Work.

- 1.37 Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portions of the Work will be judged.
- 1.38 Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work to be performed.
- 1.39 Specifications: That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the work to be performed and certain administrative details applicable thereto.
- 1.40 State: The State of Louisiana.
- 1.41 Structures: Bridges, plugs, weirs, bulkheads, berms, dams, levees, and other miscellaneous construction encountered during the Work and not otherwise classified herein.
- 1.42 Subcontractor: Any person, association of persons, firm, or corporation who contracts with the Contractor to perform any part of the project covered by the Contract.
- 1.43 Submittals: Certificates, samples, shop drawings, and all other project data which are submitted to the Engineer in order to verify that the correct products will be installed on the project.
- 1.44 Successful Bidder: The lowest responsible Bidder whom the Owner makes an award.
- 1.45 Special Provisions: That part of the Contract Documents which amends or supplements these General Provisions.
- 1.46 Surety: The corporate body, licensed to do business in Louisiana, bound with and for the Contractor's primary liability, and engages to be responsible for payment of all obligations pertaining to acceptable performance of the Work contracted.
- 1.47 Temporary Structures: Any non-permanent structure required while engaged in the prosecution of the Contract.
- 1.48 Work: All work specified herein or indicated on the Plans.
- 1.49 Work Plan: A written plan by the Contractor that details how the Work will be provided including layout drawings, projected schedule (Initial Progress Schedule), and a list of labor hours, materials, and equipment.

## GP-2 BID REQUIREMENTS

The Contract and Bonds which govern the Work shall be performed in accordance with the Plans, Specifications, and the Louisiana Standard Specifications for Roads and Bridges, 2006 edition. The Bidder understands that all quantities for performing the Work have been estimated by the Engineer, and that the Bid shall be the sum of the quantities multiplied by

their respective unit rates. The Contract shall be awarded by the Owner through a comparison of all bids. It is the responsibility of each Bidder before submitting a Bid to:

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

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

#### GP-3 AVAILABILITY OF PLANS AND SPECIFICATIONS

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

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

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

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

Owner or Engineer, or any of their consultants, agents, or employees any duty or authority to supervise or direct the performance of the Contractor's obligations or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

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

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

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

#### GP-6 NOTICE OF AWARD

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

#### GP-7 NOTICE TO PROCEED AND CONTRACT TIME

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

#### GP-8 WORK PLAN

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

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

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

#### GP-9 PROGRESS SCHEDULE

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

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

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

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

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

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

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

**GP-10 DAILY PROGRESS REPORTS**

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

- 10.1 Date and signature of the author of the report;
- 10.2 Dollar amount of all bid items that are fabricated, installed, backfilled, pumped, constructed, damaged, replaced, etc. The amount of material shall be expressed in the units stated in the bid;
- 10.3 Field notes of all surveys;
- 10.4 Notes on all inspections;
- 10.5 Details of Health and Safety meetings;

- 10.6 A brief description of any Change Orders, Field Orders, Claims, Clarifications, or Amendments;
- 10.7 Condition of all navigation aides (I.E., warning signs, lighted marker buoys) and any repairs performed on them;
- 10.8 Weather conditions (adverse weather day, wind speed and direction, temperature, wave height, precipitation, etc.);
- 10.9 The amount of time lost to severe weather or personnel injury, etc;
- 10.10 Notes regarding compliance with the Progress Schedule;
- 10.11 Visitor log (Instructions for format will be furnished by the Field Engineer).

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

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

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

- 11.1 What type of actions will be taken before storm strikes at the Project Site. The plan should specify what weather conditions or wave heights will require shutdown of the Work and removal of equipment, personnel, etc.
- 11.2 Notes from continuous monitoring of NOAA marine weather broadcasts and other local commercial weather forecasts.
- 11.3 Equipment list with details on their ability to handle adverse weather and wave conditions.
- 11.4 List of safe harbors or ports and the distance and travel time required to transfer equipment from the Project Site.
- 11.5 Hard copies of any written approvals or operations schedules associated with the use of the safe harbors or ports.
- 11.6 Method of securing equipment at the safe harbors or ports.
- 11.7 List of tug boats and work boats and their respective length, horsepower, etc. which will adequately transfer the equipment to safe harbor or port under adverse weather conditions.
- 11.8 Methods which will be used to secure equipment left onsite during adverse weather conditions.

11.9 Evacuation or immediate reaction plans to be taken by personnel for sudden storm occurrences.

11.10 Operations procedures which will be used to secure critical dredging equipment such as spuds, swing wires, anchor wires, or tugs during adverse weather conditions.

11.11 Communications protocol with local law enforcement and fire and rescue agencies.

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

#### GP-12 HEALTH 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 Agreement. The clarifications and amendments shall be addressed by either a Change Order or a written clarification by the Engineer. The Contractor shall not proceed with the Work until the Change Order or clarification has been issued by the Engineer. The Contractor shall not be liable to the Owner or Engineer for failure to report any such discrepancy unless the Contractor had reasonable knowledge.

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

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

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

#### GP-19 SUBCONTRACTS

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

#### GP-20 WORKERS, METHODS, AND EQUIPMENT

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

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

All equipment, products, and material incorporated into the Work shall be as specified, or if not specified, shall be new, of good quality, and protected, assembled, used, connected, applied, cleaned, and conditioned in accordance with the manufacturer's instructions, except

as otherwise may be provided in the Bid Documents. All equipment shall be of sufficient size and mechanical condition to meet the requirements of the Work and produce a satisfactory quality of work. Equipment shall not damage adjacent property throughout the performance of the Work. The Plant and Equipment Schedule should be completed by the Contractor.

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

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

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

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

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

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

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

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

accepted. Any damage, injury, or loss to property which is caused by the Contractor or Subcontractors shall be repaired or replaced at the expense of the Contractor.

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

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

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

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

#### GP-24 LAND RIGHTS

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

#### GP-25 UTILITIES

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

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

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

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

#### GP-26 PERMITS

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

#### 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 can not be adequately verified due to the number, quality, or condition of the stakes.

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

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

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

The Contractor shall comply with all applicable Federal and State regulations and statutes relating to the prevention and abatement of pollution in the performance of the Contract. The Contractor shall conduct the Work in a manner that will not cause damaging concentrations of silt or pollution to water. The Contractor shall prevent fuels, oils, bituminous materials, chemicals, sewage, or other harmful contaminants from entering the land or water.

#### GP-33 SANITARY PROVISION

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

#### GP-34 PAYMENT OF TAXES

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

#### GP-35 RADIO AND TELEPHONES

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

#### GP-36 NAVIGATION

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

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

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

These rules can be found on the Internet at:

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

#### GP-37 OBSTRUCTION TO NAVIGATION

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

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

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

All marine vessels not subject to USCG certification or ABS Classification shall be inspected annually by a marine surveyor accredited by the National Association of Marine Surveyors (NAMS) or the Society of Accredited Marine Surveyors (SAMS). All inspections shall be

documented using an appropriate report format. At a minimum, the inspections shall evaluate the structural integrity of the vessel and comply with the National Fire Protection Association Code No. 302- Pleasure and Commercial Motor Craft. The most recent inspection report shall be posted in a public area on board each vessel.

#### GP-39 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 shall be reviewed within fourteen (14) days after being received by the Engineer. The Contractor shall allow the Engineer sufficient time for review, corrections, and re-submission 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 Bidding 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:

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

#### GP-45 DEFAULT AND TERMINATION OF CONTRACT

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

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

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

Contractor. If the expense exceeds the sum payable under the Contract, the Contractor and Surety shall be liable to pay the Owner the difference.

#### GP-46 TEMPORARY SUSPENSION OF WORK

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

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

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

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

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

#### GP-49 BREACH OF CONTRACT

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

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

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

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

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

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

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

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

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

#### GP-53 FINAL INSPECTION AND ACCEPTANCE

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

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

#### GP-54 AS-BUILT DRAWINGS

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

#### GP-55 COMPLETION OF CONTRACT

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

#### GP-56 CONTRACTOR'S GUARANTEE

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

56.1 The guarantee shall include:

- 56.1.1 A written warranty by the manufacturer for each piece of installed project equipment or apparatus furnished under the Contract.
- 56.1.2 Any necessary repair or replacement of the warranted equipment during the guarantee period at no cost to the Owner.
- 56.1.3 Satisfactory operation of installed equipment including, but not limited to, any mechanical and electrical systems furnished and constructed under the Contract during the guarantee period. The Contractor shall repair all equipment which fails due to defective materials or faulty workmanship during the guarantee period. The Contractor shall also be liable for all other ancillary expenses incurred by the Owner due to the failure.

56.2 The guarantee shall exclude defects or damage caused by:

- 56.2.1 Abuse or improper modification, maintenance, or operation by anyone other than the Contractor; or
- 56.2.2 Wear and tear under normal usage.

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

- 56.3.1 Observations by the Owner or Engineer; or

- 56.3.2 Recommendations by the Engineer or payment by the Owner; or
- 56.3.3 Use of the Work by the Owner; or
- 56.3.4 Issuance of a notice of acceptance by the Owner pursuant to the provisions of GP-47, or failure to do so; or
- 56.3.5 Any inspection, test, or approval by others; or
- 56.3.6 Any correction to non-conforming work by the Owner.

**END OF PART I - GENERAL PROVISIONS**

## **PART II SPECIAL PROVISIONS**

### SP-1 LOCATION OF WORK

The Work site is located in Plaquemines Parish, near the West Point a la Hache Siphons, and northwest of the community of Magnolia, LA. The borrow area is accessible via the Mississippi River. The marsh creation areas are accessible via Louisiana Highway 23 (LA 23) and Jefferson Canal. See Sheet 3 of the Plans for additional details.

### SP-2 WORK TO BE DONE

The Contractor shall provide all labor, materials, and equipment necessary to perform the Work. The Work shall be performed in accordance with these Specifications and in conformity to lines, grades, and elevations shown on the Plans or as directed by Engineer. Quantity calculations, layouts, shop drawings, and construction sequencing of the Work shall be provided in the Work Plan.

#### 2.1 Base Bid

The Work associated with the Base Bid is listed in the Schedule of Bid Items shown on Page iii of the Specifications. Additional details on these items are listed in the Technical Specifications. The following are major tasks of the Work associated with the Base Bid:

- 2.1.1 Mobilization and Demobilization of personnel and equipment at or to the Project Site;
- 2.1.2 Installation of permanent and temporary dredge slurry pipeline crossings;
- 2.1.3 Performance and administration of Construction Surveys;
- 2.1.4 Construction of 34,268 linear feet of Earthen Containment Dikes;
- 2.1.5 Construction of the Shoreline Restoration alignment by hydraulically dredging and placing 278,496 cubic yards of Mississippi River sediment;
- 2.1.6 Construction of Marsh Creation Fill Sites by hydraulically dredging and placing 3,725,784 cubic yards of Mississippi River sediment;
- 2.1.7 Installation of four Fill Settlement Plates;
- 2.1.8 Construction of 7,300 linear feet of Earthen Terraces.

#### 2.2 Additive/Deductive Alternate Bid

An Additive/Deductive Alternate Bid is defined as portion of the Work that is priced separately to be included in the Work if accepted by the Owner and included in the award of the Contract. The Work associated with the Additive/Deductive Alternate Bid is listed in the Schedule of Bid Items shown on Page iv of the Specifications.

Description for each additive/deductive bid item is recognized to be abbreviated, but requires that each change shall be complete for the scope of work affected. Contractor will be responsible for: (1) Coordination related to requirements among sections of Specifications as required that relate to the additive/deductive bid item, (2) Include as part of each additive/deductive bid item labor, equipment, and material necessary to complete the construction of the item, and (3) Coordination of additive/deductive bid item Work with adjacent Work and modify and/or adjust as necessary to ensure all Work is integrated. The following are major tasks of Work associated with the Additive/Deductive Alternate Bid:

- 2.2.1 Additional Mobilization and Demobilization of personnel and equipment to construct a 100 acre expansion to Marsh Creation Fill Site B;
- 2.2.2 Additional performance and administration of Construction Surveys for a 100 acre expansion to Marsh Creation Fill Site B;
- 2.2.3 Hydraulic dredging and placement of 790,738 additional cubic yards of Mississippi River sediment to construct a 100 acre expansion to Marsh Creation Fill Site B;
- 2.2.4 Deduction of 3,009 linear feet of Earthen Containment Dikes associated with the southern boundary of the Base Bid Marsh Creation Fill Site B;
- 2.2.5 Construction of additional 5,898 linear feet of Earthen Containment Dikes associated with the eastern, western, and southern boundaries of 100 acres expansion to Marsh Creation Fill Site B;
- 2.2.6 Installation of one additional Fill Settlement Plate associated with a 100 acres expansion to Marsh Creation Fill Site B;
- 2.2.7 Deduction of 7,300 linear feet of Earthen Terraces.

SP-3 BID ITEMS, CONTRACT DATES, AND DELIVERABLES

<b>Milestone</b>	<b>Location or Recipient</b>	<b>Date Due</b>	<b>Specification</b>
Bid Advertisement	Publications	As advertised	
Mandatory Pre-Bid Conference and Site Visit	Provided in Notice to Bidders		Notice to Bidders
Questions on Bid Documents	Deliver to OSP	3 business days after Pre-Bid Conference	GP-2
Effective Date of Agreement	Contractor and Owner	Stated in Notice of Award	GP-1.20
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
Turbidity Control Plan	Submit to Engineer	At least 7 days prior to Pre-Construction Conference	TS-10
Pre-Construction Conference	Contractor and Engineer	As determined by the Engineer after Notice to Proceed is issued	GP-14
Daily Progress Reports	Resident Project Representative	Daily by 12pm (noon). (see Appendix E for template)	GP-10
Progress Meetings and Reports	At Project Site	Bi-weekly or as determined at the Pre-Construction Conference	GP-13
Written Notice of Completion of Work	Submit to Engineer	Upon completion of work	GP-53
As-Built Drawings	Deliver to Engineer	Prior to Final Inspection as scheduled by the Engineer	GP-54
End of Contract Time	At Project Site	615 calendar days after Notice to Proceed for Base Bid (85 additional calendar days for Alternate Bid)	Instructions to bidders

SP-4 DELIVERABLES

4.1 Prior to Construction

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

4.1.1.1 Work Plan as specified in GP-8 and SP-6;

4.1.1.2 Progress Schedule as specified in GP-9;

4.1.1.3 Copy of typical Daily Progress Report as specified in GP-10.

4.1.1.4 Hurricane and Severe Storm Plan as specified in GP-11;

4.1.1.5 Health and Safety Plan as specified in GP-12.

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

- 4.1.2.1 Updates to all plans and schedules based on comments from the Engineer;
- 4.1.2.2 Potential construction corridors (if needed, other than from what is provided) which may be approved on an as needed basis.

#### 4.2 During Construction

The Contractor shall deliver copies of the following documents upon request by the Engineer, or as specified in these provisions:

- 4.2.1 The results of all surveys and calculations as specified in TS-3;
- 4.2.2 Progress Schedule as specified in GP-9;
- 4.2.3 Daily Progress Reports as specified in GP-10;
- 4.2.4 Copies of all inspection reports;
- 4.2.5 All Change Orders, Field Orders, Claims, Clarifications, and Amendments;
- 4.2.6 Results of any materials testing.

#### 4.3 Administrative Records

##### 4.3.1 Notice of Intent to Dredge

At least 30 days prior to commencement of Work on this Contract, the Contractor shall notify the U.S. Coast Guard, Sector New Orleans Command Center, at the address below, of his intended operations to dredge and request that it be published in the Local Notice to Mariners. This notification must be given in sufficient time so that it appears in the Notice to Mariners at least seven (7) days prior to the commencement of this dredging operation. A copy of the Department of the Army Permit and drawings shall be provided to the U.S. Coast Guard. A copy of the notification shall be provided to the Owner and Engineer.

U.S. Coast Guard  
Sector New Orleans Command Center  
201 Hammond Hwy  
Metairie, LA 70005  
504-846-5923

##### 4.3.2 Relocation of Navigational Aids

Temporary removal of any navigation aids located within or near the areas required to be dredged or filled and material stockpile areas shall be coordinated by Contractor with the U.S. Coast Guard prior to removal. The Contractor shall not otherwise remove, change the location of, obstruct, willfully damage, make fast to, or interfere with any aid to navigation. The Contractor shall notify the Eighth U.S. Coast Guard District, New Orleans, Louisiana, in writing, with a copy to the Owner and Engineer, seven (7) days in

advance of the time he plans to dredge or Work adjacent to any aids which require relocation to facilitate the Work. The Contractor shall contact the U.S. Coast Guard for information concerning the position to which the aids will be relocated.

#### 4.3.3 Dredging Aids

The Contractor shall obtain approval for all dredging aids, including but not limited to temporary navigation aids, warning signs, buoys, and lights, he requires to conduct the Work specified in this Contract. The Contractor shall obtain a temporary permit from the U.S. Coast Guard for all buoys or dredging aid markers to be placed in the water prior to installation. The permit application shall state the position, color, and dates to be installed and removed for all dredging aid markers and be submitted to the U.S. Coast Guard. Dredging aid markers and lights shall not be colored or placed in a manner that they will obstruct or be confused with navigation aids. Copies of the application and permit shall be submitted to the Owner and Engineer seven (7) days prior to commencement of dredging operations.

#### 4.3.4 Notification of Discovery of Historical or Cultural Sites

If during construction activities the Contractor observes items that may have prehistoric, historical, archeological, or cultural value, the Contractor shall immediately cease all activities that may result in the destruction of these resources and shall prevent his employees from trespassing on, removing, or otherwise damaging such resources. Such observations shall be reported immediately to the Owner and Engineer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special dispositions of the finds should be made. The Contractor shall report any observed unauthorized removal or destruction of such resources by any person to the Owner and Engineer so the appropriate State of Louisiana authorities can be notified. The Contractor shall not resume Work at the site in question until State authorities have rendered judgment concerning the artifacts of interest.

### 4.4 Post Construction

The Contractor shall contact the Engineer by phone, a minimum of five (5) working days prior to the anticipated completion of the Work in order to schedule the final inspection and gain Acceptance by the Engineer. The following documents shall also be submitted to the Engineer:

- 4.4.1 Copies of all delivery slips, which shall include the source of construction materials, date of delivery, exact quantity, and size of materials delivered with each shipment to the Project Site;
- 4.4.2 As-Built Drawings as specified in GP-54.

#### 4.5 Summary of Project Submittals

The following table is a summary of submittals required of the Contractor as part of this section and other sections of these Specifications:

Submittal	Location or Recipient	Date Due	Specification
Work Plan	Engineer	Prior to Construction	GP-8 and SP-6
Progress Schedule	Engineer	Prior to Construction	GP-9
Typical Daily Progress Report	Engineer	Prior to Construction	GP-10
Hurricane and Severe Storm Plan	Engineer	Prior to Construction	GP-11
Health and Safety Plan	Engineer	Prior to Construction	GP-12
Plan and Schedule Updates	Engineer	Pre-Construction Conference	GP-9 and SP-6
Construction Corridors	Engineer	Pre-Construction Conference	-
Pre-Construction Survey	Engineer	21 Days Prior to Start of Excavation or Dredging	TS-3
Results of Surveys and Calculations	Engineer	During Construction	TS-3
Progress Schedule	Engineer	During Construction	GP-9
Daily Progress Reports	Resident Project Representative	Daily by 12pm (noon).	GP-10
Copies of Inspection Reports	Engineer	During Construction	-
Results of Materials Testing	Engineer	During Construction	-
Notice of Intent to Dredge	Coast Guard	30 Days Prior to Commencement of Work	-
Notice to Mariners	Engineer	7 Days Prior to Start of Dredging	-
Delivery Slips	Engineer	5 Days Prior to the Anticipated Completion Date	-
As-Built Drawings	Engineer	Prior to Final Acceptance	GP-54

#### SP-5 ADDRESSES FOR DOCUMENT DELIVERY

Prior to Bid opening date, the Contractor shall send all Bid Documentation to the attention of **Hilary Stephenson** of the Office of State Purchasing. The address and contact information is as follows:

State Purchasing Officer  
Office of State Purchasing  
Post Office Box 94095  
Baton Rouge, LA 70804-9095  
Phone: 225-342-8022  
Fax: 225-342-8688

After award, the successful Contractor shall contact the Engineers concerning bid documentation or questions. The addresses and contact information for the Engineers are listed as follows:

CPRA Project Engineer

Rudy Simoneaux, P.E.  
P.O. Box 44027  
Baton Rouge, LA 70804  
Phone: (225) 342-0981  
Fax: (225) 342-6801  
E-mail: [rudysimoneaux@la.gov](mailto:rudysimoneaux@la.gov)

CPRA Field Engineer

Barry Richard, P.E.  
2045 Lakeshore Drive, Suite 309  
New Orleans, LA 70122  
Phone: (504) 280-4059  
Fax: (504) 280-4066  
E-mail: [barryrichard@la.gov](mailto:barryrichard@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 WORK PLAN SUPPLEMENTAL

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

- 6.1 Dredge Data Sheet as specified in SP-9;
- 6.2 Layout and construction schedule for internal training dikes and/or containment dikes;
- 6.3 Layout and schedule for permanent casing under Louisiana Highway 23 and for dredge slurry pipes;
- 6.4 Layout and schedule for discharge and dewatering of marsh creation areas.

SP-7 FAILURE TO COMPLETE ON TIME

For each day the Work remains incomplete beyond the Contract Time, as specified in SP-3, or Extension of Contract Time, as specified in GP-44, the sum of two-thousand four hundred fifty dollars (\$2,450) per calendar day will be deducted from any money due to the Contractor as liquidated damages. The Contractor and Surety shall be liable for any liquidated damages that are in excess of the amount due the Contractor.

SP-8 TRANSPORTATION

The Contractor shall provide a safe and reasonable means of transportation to and from the marine access structure, staging area, and Project Site for the Engineer and the federal sponsor throughout the Work. The schedule and pickup location shall be arranged by the Engineer and the Contractor prior to mobilization. Upon request, overnight room and board shall be provided to these personnel by the Contractor if adequate facilities are available. The Contractor shall provide the Engineer, Inspector, Federal Sponsor, and other representatives from the State daily access to an air boat (4 passenger capacity), as necessary, to properly inspect the Earthen Containment Dikes, Earthen Terraces, Shoreline Restoration alignment, and the Marsh Creation Fill Sites during the duration of construction activities. The Contractor shall supply the fuel and maintain the air boat. All mechanical malfunctions of the air boat shall be repaired within twelve (12) hours. In the event that the Contractor refuses, neglects, or delays compliance with the requirements of this provision, the Owner

may obtain and use other necessary air boats at the expense of the Contractor. The costs associated with providing the air boat shall be included in the lump sum price for Bid Item No. 1, "Mobilization and Demobilization".

SP-9 DREDGE DATA SHEET

The Contractor shall complete the dredge data sheet in Appendix A for each dredge that is proposed to be used to perform the Work and include it in the Bid. Submittal of a dredge data sheet shall constitute a certification that the described equipment is available to, and under control of, the Contractor. The Dredge Data Sheet is for informational purposes only and will not be used as a basis for Award. The data is pertinent to the evaluation of the proposed dredges and their capability to perform the Work. The bidder may only omit data or information that is considered to be proprietary.

SP-10 OFFICE OF OWNER

The Contractor shall provide an office for the Engineer and Inspector at the Project Site if requested by the Engineer. This office shall be for the sole use of the Engineer or Inspector, suitably sized, and provided with lighting, heat, and air conditioning. The office furnishings shall include a work table, drafting table, stool, and two chairs.

In the event that the Contractor refuses, neglects, or delays compliance with the requirements of this provision, the Owner may obtain and use another necessary office at the expense of the Contractor. The cost for providing and furnishing this office shall be included in the contract lump sum price for Bid Item No. 1, "Mobilization and Demobilization".

SP-11 LANDOWNER AND PIPELINE REQUIREMENTS

The Owner has obtained all temporary easement, servitude, and right-of-way agreements required for construction of the project. The agreements executed with landowners for the Work at the site contain special requirements pertaining to access routes and insurance. A land rights memorandum is included in Appendix C. The Contractor shall abide by the stipulations set forth by the respective landowners (Grantors):

Dredge Slurry Pipeline Corridor/Land Based Staging Area:

Plaquemines Parish Government  
Mr. Billy Nungesser, President  
8056 Hwy 23  
Belle Chasse, LA 70037  
Phone: (504) 297-5000  
Fax: (504) 274-2463  
E-mail: [bnungesser@plaqueminesparish.com](mailto:bnungesser@plaqueminesparish.com)

Marsh Creation Fill Sites

DeFelice Family Company  
Mr. Bob DeFelice  
P.O. Box 696  
Belle Chasse, LA 70037-0696  
Phone: (504) 362-3766  
E-mail: aoadiver@aol.com

Bradish-Johnson Co, Ltd.  
Mr. Nathaniel P. Phillips, Atty.  
826 Union St., Ste. 200  
New Orleans, LA 70112  
Phone: (504) 525-2985  
E-mail: natphillipsjr@gnoproperty.com

State Land Office  
Mr. Charles St. Romain  
Public Lands Administrator  
Phone: (225) 342-4575

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

The Contractor shall submit a dike construction and maintenance plan in the Work Plan. The Contractor shall take all precautions necessary to prevent effluent from flowing into adjacent properties and onto areas outside the construction limits. Therefore, the Contractor may be required to construct, temporarily degrade, or gap containment dikes to better control effluent discharge, if effluent discharge problems persist during construction.

The Contractor shall notify all pipeline and utility companies at least seventy-two (72) hours in advance of any construction work. All pipelines located within one hundred fifty feet (150') of the dike alignments, marsh fill areas, borrow area, and dredge slurry pipeline corridor shall be probed and their locations marked with buoys or flagged stakes prior to excavation and installation of the dredge slurry pipeline, for the duration of construction activities. The Contractor shall maintain all buoys and flagged stakes during construction. No excavation shall be permitted within fifty feet (50') of any pipeline in the dredge slurry pipeline corridor or the marsh creation areas. No hydraulic dredging shall be permitted within five hundred feet (500') of any existing pipeline in the Mississippi River.

Mississippi River Borrow Area:

State Land Office  
Mr. Charles St. Romain  
Public Lands Administrator  
Phone: (225) 342-4575

Boardwalk Pipeline  
Mr. Gerald Roser  
Area Supervisor  
Phone: (504) 469-5903 ext. 236

Dredge Slurry Pipeline Corridor:

Overhead lines:  
Entergy Louisiana LLC  
Joe Giammalva  
1000 Harimaw Court West  
Metairie, LA 70001  
Phone : (504) 219-4207

Water lines:  
Plaquemines Parish  
Gene Fox  
8056 Highway 23, Suite 308  
Belle Chasse LA 70037  
Phone: (504) 297-5414

Two – 20 inch Pipelines (Jefferson Canal):  
Boardwalk Pipeline  
Mr. Gerald Roser  
Area Supervisor  
Phone: (504) 469-5903 ext. 236

Gas Lines:  
Atmos Energy  
1-888-286-6700

Marsh Fill Areas:

Shell Pipeline Company LP  
Ms. Jamie Honses  
One Shell Square, #4146  
701 Poydras Street  
New Orleans, LA 70139  
Phone: (504) 728-4340  
E-mail: Jamie.Honses@Shell.com

## SP-12 OYSTER LEASE RESTRICTIONS

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

## SP-13 THREATENED AND ENDANGERED SPECIES

The Environmental Assessment for this project identifies Pallid Sturgeon, Bald Eagles, and West Indian Manatees as threatened and endangered species which have the potential to exist within the boundaries of the Project Site. The Contractor shall review and comply with the restrictions listed below regarding construction activities:

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

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

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

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

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

Pallid Sturgeon – To ensure protection of the pallid sturgeon, all personnel associated with the project will be informed of the potential presence of the pallid sturgeon and take actions to induce them to leave the immediate work area prior to dredging regardless of water depth or time of year. The following actions shall be implemented to help prevent any potential project related direct or indirect effects to the pallid sturgeon:

- The cutterhead shall remain completely buried in the bottom material during dredging operations.
- If pumping water through the cutterhead is necessary to dislodge material or to clean the pumps or cutterhead, etc., the pumping rate shall be reduced to the lowest rate possible until the cutterhead is at mid-depth, where the pumping rate can then be increased.
- During dredging, the pumping rates shall be reduced to the slowest speed feasible while the cutterhead is descending to the channel bottom.

## SP-14 RECOMMENDED CONSTRUCTION SEQUENCING

The Engineer's general recommendations for construction sequencing are listed in the subsections below. Alternative construction sequencing may be proposed by the Contractor in the Work Plan. Approval by Engineer is required before any alternative construction sequencing can be initiated. The Engineer acknowledges that certain construction items listed below may occur simultaneously.

### 14.1 Base Bid Construction Sequencing:

14.1.1 Permanent Jacked Casing Pipe

14.1.2 Dredge Slurry Pipeline

14.1.3 Earthen Containment Dikes

14.1.4 Shoreline Restoration

14.1.5 Marsh Creation Fill Sites

14.1.6 Earthen Terraces

### 14.2 Alternate Bid Construction Sequencing:

14.2.1 Permanent Jacked Casing Pipe

14.2.2 Dredge Slurry Pipeline

14.2.3 Earthen Containment Dikes

14.2.4 Shoreline Restoration

14.2.5 Marsh Creation Fill Sites

**END OF PART II - SPECIAL PROVISIONS**

## **PART III TECHNICAL SPECIFICATIONS**

### TS-1 MOBILIZATION AND DEMOBILIZATION

#### 1.1 Description

The Contractor shall provide all labor and equipment necessary to move personnel, equipment, construction materials, and incidentals to and from the Project Site. This shall include but is not limited to establishing offices, buildings, and other facilities necessary for the Work. As part of this Bid Item, the Contractor shall obtain bonds, required insurance, and include any other pre-construction expenses necessary to perform the Work. This section shall exclude the cost of construction materials listed in the Schedule of Bid Items. All costs associated with the dredge slurry pipeline corridor and the dredge slurry pipeline crossings shall be included in Bid Item No. 1 "Mobilization and Demobilization".

#### 1.2 Arbitrary Mobilization by Contractor

The Owner shall pay for only one mobilization and demobilization effort. Should the Contractor demobilize prior to completing the Work, subsequent remobilization shall be performed at no cost to the Owner.

#### 1.3 Ratio of Mobilization and Demobilization Effort

Twenty-five percent (25%) of the mobilization/demobilization lump sum price will be paid to the Contractor after the dredge slurry pipeline has been installed from the Mississippi River Borrow Site to the northernmost terminus of Jefferson Canal. Twenty-five percent (25%) of the mobilization/demobilization lump sum price will be paid to the Contractor after the dredge slurry pipeline has been installed from the northernmost terminus of Jefferson Canal to the fill placement areas. Ten percent (10%) of the mobilization/demobilization lump sum price will be paid to the Contractor upon mobilization of the hydraulic dredge and all support equipment, the commencement of hydraulic dredging operations, the removal of at least 5,000 cubic yards of material from the Mississippi River Borrow Site, and the placement of this material in either the Marsh Creation fill sites or the Shoreline Restoration alignment. The remaining forty percent (40%) of the mobilization/demobilization lump sum price will be paid to the Contractor upon final acceptance of the Work and removal of all equipment and unused materials.

#### 1.4 Justification of Mobilization Costs

In the event the unit cost does not bear a reasonable relation to the amount of work for mobilization and demobilization in the Contract, the Engineer may require the Contractor to produce cost data to justify the unit cost in the Bid. Failure to justify such cost to the satisfaction of the Engineer will result in payment of actual mobilization costs, as determined by the Engineer at the completion of mobilization, actual demobilization cost at the completion of the 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.

## 1.5 Measurement and Payment

Payment for mobilization and demobilization shall be paid for at the contract lump sum price for Bid Item No. 1, "Mobilization and Demobilization". Payment shall constitute full compensation for moving personnel, equipment, supplies, and incidentals to and from the job site and establishing offices, buildings, and other facilities for the work, obtaining bonds, insurance, permit application fees, and any other associated expenses.

## TS-2 DREDGE SLURRY PIPELINE

### 2.1 Construction Limits

All construction equipment must be located within the construction limits shown on the Plans and shall take place within the construction limits. All access corridors and equipment staging areas shall be described in the Work Plan and approved by the Engineer prior to construction and mobilization. All access corridors and construction limits shall be returned to pre-construction conditions prior to demobilization.

### 2.2 Equipment and Construction Access

Access to the Mississippi River borrow site is only available through use of a boat through Federal and State authorized water bottoms. The Contractor may elect to place a temporary marine access dock to facilitate equipment access to and from the Mississippi River for the duration of construction activities. The location and details of the temporary marine access dock shall be included in the Work Plan for approval by the Engineer prior to construction and placed within the construction limits. All costs associated with the temporary marine access dock shall be included in Bid Item No. 1, "Mobilization and Demobilization".

The equipment access route shown on the Plans may be used during construction to temporarily transport construction equipment, materials, and labor to the marsh fill areas and shall meet the landowner requirements specified in the land rights memorandum in Appendix C. The slurry pipeline used for marsh creation shall be placed within the proposed dredge slurry pipeline corridor and within the construction limits shown on the Plans. The Contractor's proposed equipment access route and slurry pipeline location shall be submitted in the Work Plan for approval prior to mobilization. The Plaquemines Parish Government (PPG) property is a permitted land-based staging area bounded by the construction limits and offsets shown on Sheet 9 of the Plans. The Contractor shall submit all equipment and staging areas to be used on the PPG property in the Work Plan for approval prior to mobilization. **Use of flotation channels is prohibited on this project.**

Dredge slurry pipelines, marsh buggies, and marsh creation construction equipment may enter the marsh fill areas via the Jefferson Canal. As stated in T.S. 2.4.2., the Contractor shall put forth measures to prevent the disturbance of existing soils within the first 300 ft. (from the northernmost terminus) of Jefferson Canal. This includes water bottom soils and bank soils. Existing drainage shall not be impeded due to the placement of the slurry pipeline or any construction equipment. Travel across marsh vegetation outside the designated construction fill areas and access routes will

not be allowed. Additional information regarding repair of areas damaged from the land-based equipment can be found in T.S. 6.7.

## 2.3 Overhead Utilities Compliance

Construction activities will take place near Entergy power lines and precautions shall be taken to avoid impeding regular operations. It is understood and agreed that the wires supported by structures on the Entergy right of way are conductors of high voltage electricity. No person, or object in contact with a person, may touch or be near to said wires or other fixtures on said structures, because to do so or to permit such would be dangerous to the life of the party so doing, as well as anyone else in the area where such occurred. The Contractor agrees to inform each and every individual of such facts before such party enters upon any part of the easement area shown on Plans during the time such work is being prepared, done or completed, or any equipment moved to, upon or from said property and Entergy shall be indemnified by the Contractor from any injury or death resulting there from in accordance with the terms of the indemnity agreement set forth in the land rights memorandum. The area within Entergy's right of way is to be used only for the purposes disclosed to Entergy, and no buildings or components of buildings are to be located or protruding into the right-of-way. Any work performed in this area must be done in accordance with all NESC (National Electric Safety Code) requirements concerning clearances from energized facilities, grounding of any installations and any other applicable code requirements. All OSHA regulations must be met and maintained during the construction, operation, and maintenance of all facilities within the right-of-way. It is also agreed and understood that Contractor will at all times indemnify and hold harmless Entergy from and against any and all claims, demands, causes of action, judgments, liabilities, and expense of every nature, including attorney's fees, by reason of personal injury, death (including but not limited to injuries and death to employees of Entergy and Contractor's employees) or damage to property, (including environmental) which arises out of, results from, or is in any manner related to, directly or indirectly, any operations or acts hereunder, or to the exercise of the Contractor's rights hereunder, or to the Contractor's presence upon or use of Entergy premises above referred to, or to the use or existence of the Contractor's facilities on such premises. The indemnity provisions of this paragraph shall not apply if any such injury, death, damage, liability claim or cause of action is caused by the sole negligence of Entergy, its employees, agents, or representatives. All equipment used on the property shall have a maximum height not to exceed NESC clearances allowed, or shall be provided with guard chains limiting moveable parts of the equipment to that maximum height. No fencing, tents, jack-up lighting, or light poles of any kind are permitted inside Entergy's right-of-way at any time. Entergy will have full access and use of the right-of-way at all times for any work projects or maintenance and shall not be responsible for any damage to the proposed pipeline crossing Entergy's right of way. Entergy must approve any additional improvements to the right-of-way area. Upon termination of the use of the Entergy Right-of-Way, Contractor shall return the property to as near as practical to its pre-use condition.

## 2.4 Dredge Slurry Pipeline Corridor

### 2.4.1 West Point a la Hache Siphon to Jefferson Canal

The dredge slurry pipeline from the Mississippi River shall be placed along

the dredge slurry pipeline corridor near the West Point a la Hache Siphons as shown on the Plans. The siphon pipes shall be probed, located, and marked prior to placement of equipment. No excavation shall be permitted within twenty-five feet (25') of the edge of the siphon pipes.

#### 2.4.2 Jefferson Canal

The dredge slurry pipeline shall enter the Jefferson Canal as shown in the Plans. The Contractor shall put forth measures to prevent the disturbance of existing soils within the first 300 ft. (from the northernmost terminus) of Jefferson Canal. This includes water bottom soils and bank soils. To prevent the disturbance of water bottom soils in this area, all pipeline placed within the first 300 ft. (from the northernmost terminus) of Jefferson Canal shall be floating. Dredge pipeline located beyond the first 300 ft. (from the northernmost terminus) of Jefferson Canal may be floating or submerged. Slurry pipeline shall be placed in Jefferson Canal until the point where it reaches Fill Site A and Fill Site B. Exact coordinates of the proposed location of the pipeline corridor, and proposed soil disturbance prevention measures, shall be presented in the Work Plan for approval by the Engineer.

#### 2.4.3 Lake Hermitage

To construct the Shoreline Restoration alignment, a portion of the dredge slurry pipeline must be placed in Lake Hermitage near the eastern shoreline. This segment of dredge slurry pipeline may be floating or submerged and shall be marked in accordance with GP-37. Exact coordinates of the proposed location of this pipeline corridor shall be presented in the Work Plan.

#### 2.4.4 Measurement and Payment

All costs for installation of the dredge slurry pipeline and for maintaining the dredge slurry pipeline corridor and materials, shall be included in Bid Item No. 1, "Mobilization and Demobilization". These costs include but are not limited to fencing, excavation, crushed aggregate placement, timber placement, temporary or permanent pipeline warning signs, navigation aides, and pipeline markers.

### 2.5 Dredge Slurry Pipeline Crossings

#### 2.5.1 Scope of Work

This Work consists of furnishing and assembling the materials needed to construct dredge slurry pipeline crossings in accordance with these Specifications and the project Plans or as directed by the Owner and Engineer. The pipeline crossings shall be constructed to protect and maintain the Mississippi River levee, provide access for levee maintenance vehicles, and to provide access to the Jefferson Canal area for landowners and stakeholders. Typical sections for the dredge slurry pipeline crossings are shown on Plans. The crossing to facilitate the passage of the dredge slurry pipeline beneath Louisiana Highway 23 is specified in T.S. 2.6.

### 2.5.2 Materials

Dredge slurry pipeline levee crossings shall be constructed using crushed aggregate, timbers, and all other materials necessary in accordance with the Plans. The crushed aggregate shall conform to the Louisiana Standard Specifications for Roads and Bridges, 2006 edition, Standard Specification 1003.04 (a). Timbers shall be treated, 6"x6"x4', or other approved equal.

### 2.5.3 Levee Crossings

The Mississippi River levee road must be crossed at the locations shown in the Plans. Typical sections are shown on Plan Sheets 13-15. The slurry pipeline shall be placed onto 6" x 6" x 4' treated timbers spaced 5' apart. **No excavation shall be permitted within one hundred feet (100') from the toe of the Mississippi River levee.** Temporary pipeline markers shall be placed and maintained during construction at the toe of each levee in line with the pipe crossing indicating owner, size, number of lines, contents, and the address for contacting owner as shown in the Plans. No Construction shall be allowed on the Mississippi River levee, or the Mississippi River levee road, without prior approval from the Engineer.

### 2.5.4 Canal Crossings

The dredge slurry pipeline shall cross the pipeline canal that intersects the Jefferson Canal. Canal flow shall not be impeded by the dredge slurry pipeline. The Contractor shall submit a proposed temporary canal crossing detail in the Work Plan prior to mobilization.

### 2.5.5 Gravel Road and Driveway Crossings

Gravel roads and driveways shall be crossed at the locations shown on the Plans. The typical crossing shown on Sheet 14 of Plans may be modified to provide access for landowners for gravel roads and/or driveways. Existing roads and/or driveways may be excavated to facilitate the placement of the dredge slurry pipeline and shall be backfilled prior to demobilization. All gravel road and driveway crossings shall be sufficient to accommodate vehicle traffic during construction. Existing gravel roads and driveways cannot be unusable or out of service for longer than twelve (12) consecutive hours. All gravel road and driveway crossings shall be restored to pre-project conditions prior to demobilization. Typical crossing plans shall be submitted in the Work Plan prior to mobilization.

### 2.5.6 Measurement and Payment

All costs incurred by the contractor for the placement, maintenance, and removal of the dredge slurry pipeline crossings shall be included in Bid Item No. 1, "Mobilization and Demobilization".

## 2.6 Permanent Jacked Casings Pipe Crossing

### 2.6.1 Scope

The Contractor shall furnish all of the materials, labor, and equipment necessary to install a steel casing pipe by jacking underneath Louisiana Highway 23 in conformity to the locations, lines, and grades provided on the Plans and in these Specifications. Typical sections for the jacked pipe crossings are shown on Plan Sheet 13. The highway crossing location is shown on the Plans. General geotechnical recommendations for the jacked pipe installation are provided in the geotechnical report for this project located in Appendix F. In compliance with the Louisiana Department of Transportation and Development (LADOTD) permit, the Contractor shall notify the LADOTD representatives prior to construction and after work is complete. Contact information for the representative is as follows:

Glenn Richard  
LADOTD District Permit Specialist  
Phone: (504) 437-3130

### 2.6.2 Materials

The casing pipe shall be made of smooth steel, ASTM A 139 Grade B, with minimum yield strength equal to 35,000 psi. The casing pipe shall have a minimum inside diameter of 42" and a minimum wall thickness of 5/8". The casing pipe outside diameter shall be no larger than 48". The steel casing pipe shall be factory coated with coal tar epoxy-polyamide paint, in accordance with the Louisiana Standard Specifications for Roads and Bridges, 2006 edition, Standard Specification 1008.04, prior to delivery to the Work Area. Permanent casing pipe markers shall be placed on each side of the highway as shown on the Plans to mark the crossing locations. Markers shall be placed subsequent to backfilling the jacking pit, prior to demobilization. The marker signs shall be made in accordance with LADOTD Standard Specification 729 and as shown on the Plans. A proposed drawing of the permanent markers shall be included in the Work Plan for approval by the Engineer.

### 2.6.3 Installation

Jacked pipe installation shall conform to the Louisiana Standard Specifications for Roads and Bridges, 2006 edition, Standard Specification 728, which is included in Appendix F. Pits or trenches shall be excavated for jacking operations as shown on the Plans or as necessary for installation. When cut, the area shall be securely sheeted and braced to maintain stability of the excavations. A steel sheetpile or bracing system shall be used for excavations of greater depth than four feet (4') and shall be designed and stamped by a professional engineer. Disturbed areas shall be seeded or protected from ero-

sion. The jacking pit locations shown on the Plans were based on the proposed dredge slurry pipeline corridor alignment shown on Plan Sheet 9. The Contractor's dredge slurry pipeline corridor shall be submitted in the Work Plan for approval by the Engineer. Pumps and/or a well-point system shall be used to dewater excavation pits and maintain a dry bottom. If operations necessitate the removal of nearby fences, a temporary structure shall be constructed to maintain landowner/lessee operations. Fences shall be reconstructed prior to demobilization, and the area shall be restored to pre-project conditions. The jacked pipe installation plan shall be included in the Work Plan and submitted to the Engineer prior to mobilization.

The 20" water line and 6" Atmos gas line adjacent to Louisiana Highway 23 shall be probed, located, and marked prior to construction and excavation. The top of the jacked casing pipe shall be installed at least two feet (2') below the bottom of any existing underground utility lines, as shown on the Plans. If the existing underground utility lines are damaged during construction, the lines shall be repaired immediately to pre-project conditions at no cost to the Owner.

The Contractor shall not impede or disrupt the Louisiana Highway 23 travel lanes. Barricades and lights shall be installed for the protection of traffic and pedestrians as directed by the Engineer and LADOTD. The Contractor should submit a Traffic Control/Sign Placement Plan in the Work Plan prior to the initiation of this Work.

To direct the casing pipe in the proper line and grade, guides shall be used to support the jacked casing pipe. The casing pipe shall be installed using the crossing coordinates shown on Plan Sheet 9. The casing pipe shall extend a minimum of five feet (5') beyond the trench excavation limits as shown on the Plans. The casing shall extend at least thirty feet (30') from each side (measured right angles to) of the edge of pavement.

The casing pipe shall be used to facilitate the temporary placement of the dredge slurry pipeline and shall remain in place post-construction. Prior to demobilization, the casing pipes shall be capped, construction pits shall be backfilled, and the dredge slurry pipeline corridor shall be restored to pre-construction conditions.

#### 2.6.4 Casing Pipe Caps

After the marsh fill has been accepted and the dredge slurry pipeline has been removed from the casing pipe, each end of each casing pipe shall be capped as shown on the Plans. Caps shall be welded to the casing pipe and shall be water tight. Steel casing pipe caps shall be included in Bid Item No. 1 "Mobilization/Demobilization". The price per casing pipe cap shall include all materials, labor, tools, equipment, and incidentals required to install the casing pipe caps as shown on the Plans.

#### 2.6.5 Measurement and Payment

Payment for jacked case pipe installation and jacking pits shall be paid for at

the contract lump sum price for Bid Item No. 2 “Jacked Casing Pipe and Pits”. The lump sum price shall include, but is not limited to, all materials, labor, tools, equipment, and incidentals and include the required trenched excavation for casing pipe placement, sheeting, bracing, false work, jacking frame, casing, grouting, backfilling, restoration of area to original conditions, and clean-up.

## TS-3 CONSTRUCTION SURVEYS

### 3.1 Scope

The Contractor shall furnish all of the materials, labor, and equipment necessary to perform Pre-Construction, Process, and As-Built Surveys at the locations shown in the Plans and as outlined in these Specifications. **Pre-construction surveys** are those required to be conducted prior to the commencement of Work. A Pre-Construction survey shall be performed to serve as a baseline for fill quantities. **Process surveys** are conducted during construction for quality control, partial payment, and acceptance. **As-built surveys** are post construction surveys to be performed after the completion of all Work. Accepted process surveys may be used as As-Built Surveys and shall be approved by the Engineer.

Secondary monuments BA04C-SM-01 and 876 1602C TIDAL are part of CPRA’s Secondary GPS Network and shall be used for horizontal and vertical control. Locations for these control points are shown in the Plans and data sheets are included in Appendix G. Acceptance surveys shall be under the supervision of a Professional Licensed Surveyor and approved by the Engineer. All other surveys shall be performed by personnel who are approved by the Engineer and under the direct supervision of a professional land surveyor licensed in the State of Louisiana. Survey drawings shall be signed and sealed by the surveyor. Survey data shall reference the North American Datum of 1983 (NAD 83), Louisiana South Zone, U.S. Survey Foot for horizontal control, and the North American Vertical Datum of 1988 (NAVD 88), U.S. Survey Foot for vertical control.

The Oil Field Canal Survey Baseline and the Eastern Lake Survey Baseline are shown on Plan Sheet 17 and were established during engineering and design. Survey Transects 70+00 to 190+00 and Survey Transects 300+00 to 365+00 are shown on Plan Sheet 17 and were also established during engineering and design. To provide a higher level of accuracy during construction, Parallel Offset 1 to Parallel Offset 10 (PO-1 to PO-10) shall be established during the Preconstruction Surveys. Design survey information is located in Appendix G.

### 3.2 Accuracy and Methodology

All surveys shall be conducted using the 5 cm accuracy standard. The Contractor shall use Digital Leveling Instruments, Real Time Kinematic (RTK) and Global Positioning System (GPS) receivers, and software necessary to achieve the required survey accuracy. A six inch (6”) metal plate shall be attached to the bottom of the survey rod to prevent the rod from sinking past the bottom. Additional details regarding accuracy and methodology may be provided during the Pre-Construction Conference as necessary.

### 3.3 Pre-Construction Survey

The baseline and transects shown on the Plans shall be surveyed and staked by the Contractor after the Pre-Construction Conference and prior to construction. This survey shall be used to verify the alignment of the various project features, determine fill volumes, quantities, and make modifications or adjustments as deemed necessary by the Engineer. Drawings of the plan views, cross sections, and calculations of projected quantities of materials shall be developed from this survey by the Contractor and submitted to the Engineer for review. All bathymetric surveys must be corrected for tidal fluctuations and wave action to the referenced datum.

#### 3.3.1 Temporary Bench Marks (TBMs)

The Contractor shall install TBMs as necessary to perform the survey. Horizontal and vertical coordinates shall be determined for all TBMs installed. The Contractor shall maintain the TBMs for the duration of the Work. In the event that a single TBM is disturbed and/or destroyed, the TBM may be reinstalled by approved personnel at the expense of the Contractor. If multiple TBMs are destroyed, the Engineer may require the TBMs to be reinstalled by a Professional Surveyor licensed in the State of Louisiana.

#### 3.3.2 Baselines

The baselines shall be surveyed and staked at all points of inflection and transect intersections as shown on the Plans. The baselines shall be shown on the plan view drawings.

#### 3.3.3 Earthen Containment Dikes

The Earthen Containment Dike alignments shall be surveyed and staked at a minimum of 500 ft intervals in accordance to the layout and coordinates shown on Plan Sheets 6 and 8. The elevation and coordinates at each stake shall be recorded.

#### 3.3.4 Earthen Terraces

The alignment of the Earthen Terraces shall be surveyed and staked according to the layout and coordinates shown on Plan Sheets 7. A minimum of three (3) surveys points shall be obtained and staked along each terrace. The elevation and coordinates at each stake shall be recorded.

Should the Alternate Bid be awarded, the pre-construction surveys for Earthen Terraces shall not be performed.

#### 3.3.5 Shoreline Restoration

Elevations shall be surveyed and recorded at points every fifty feet (50') along each Shoreline Restoration transect line that bisect the Eastern Lake

Shoreline Baseline (Transect 300+00 to Transect 365+00) as shown on Plan Sheet 17.

The Contractor shall develop drawings which show the cross sections and plan views. Elevations, coordinates, lines, and grades for the Shoreline Restoration shall be shown on the drawings. The Contractor shall also determine the projected quantities of fill material. The projected quantities shall be calculated using a method that is approved by the Engineer, such as the average end area method or AutoCAD and shall be stated in cubic yards.

### 3.3.6 Marsh Creation Fill Sites

Elevations shall be surveyed and recorded at points every fifty feet (50') along each transect line, and shall extend two hundred feet (200') beyond the toe of the marsh fill containment dike alignment. The transects for the marsh creation areas shall be surveyed and staked at five hundred foot (500') intervals in grid format as shown on the Plans.

The Contractor shall develop drawings which show the cross sections and plan views. Elevations, coordinates, lines, and grades for the fill area shall be shown on the drawings. The Contractor shall also determine the projected quantities of marsh fill material and containment. The projected marsh fill quantities shall be calculated using a method that is approved by the Engineer, such as the average end area method or AutoCAD. The projected quantities of marsh fill material shall be calculated in cubic yards, and the containment dike quantities shall be calculated per linear foot.

If only the Base Bid is awarded, the survey grid configuration listed below should be followed for the Marsh Creation pre-construction survey (See Plan Sheet 17 for reference):

#### **Fill Site A Grid Configuration:**

Design Transects: 110+00, 115+00, 120+00, 125+00, 130+00, 135+00, 140+00, 145+00, 150+00, 155+00, 160+00, 165+00, 170+00, 175+00, 180+00, 185+00, 190+00;

Parallel Offset Transects: PO-1, PO-2, PO-3, PO-4, PO-5, PO-6, PO-7, PO-8, PO-9, PO-10.

#### **Fill Site B Grid Configuration:**

Design Transects: 70+00, 75+00, 80+00, 85+00, 90+00, 95+00, 100+00, 105+00, 110+00, 115+00, 120+00;

Parallel Offset Transects: PO-1, PO-2, PO-3, PO-4, PO-5, PO-6.

Should the Alternate Bid be awarded, the survey grid configuration listed below should be followed for the Marsh Creation pre-construction survey (See Plan Sheet 17 for reference):

**Fill Site A Grid Configuration:**

Design Transects: 110+00, 115+00, 120+00, 125+00, 130+00, 135+00, 140+00, 145+00, 150+00, 155+00, 160+00, 165+00, 170+00, 175+00, 180+00, 185+00, 190+00;

Parallel Offset Transects: PO-1, PO-2, PO-3, PO-4, PO-5, PO-6, PO-7, PO-8, PO-9, PO-10.

**Fill Site B Grid Configuration:**

Design Transects: 70+00, 75+00, 80+00, 85+00, 90+00, 95+00, 100+00, 105+00, 110+00, 115+00, 120+00;

Parallel Offset Transects: PO-1, PO-2, PO-3, PO-4, PO-5, PO-6, PO-7, PO-8, PO-9, PO-10.

3.3.7 Borrow Area

The borrow area pre-construction survey transects shall be spaced eight hundred feet (800') apart, perpendicular to the borrow area center line, and extend five hundred feet (500') past the limit of the cut unless otherwise shown on the Plans. Mississippi River Borrow Area Transects B through N, as shown on Sheet 17 of the Plans, should be surveyed. The pre-construction borrow area survey must be submitted to and approved by the Engineer prior to beginning excavation or dredging.

3.3.8 Settlement Plates

The elevation of the base and rod top of the settlement plate shall be recorded and reported to the nearest tenth of a foot (0.1') NAVD 88 upon installation.

3.3.9 Magnetometer Survey

A magnetometer survey has been performed in preparation for this project in an effort to verify locations and depths of pipelines and other underwater obstructions in the borrow area and marsh creation area. See Appendix H for all borrow area geophysical survey data.

A magnetometer survey shall be performed in the Mississippi River Borrow Area, within the Marsh Creation Fill Sites, along the Shoreline Restoration alignment, within the Earthen Terrace field, and along the construction/pipeline corridors prior to excavation and dredging to verify pipeline locations and depths and other underwater obstructions. Magnetometer track lines should be run along the centerline alignment of the proposed containment dike and earthen terrace borrow pit locations. Additionally, magneto-

meter lines should be run perpendicular to the Earthen Containment Dike and Earthen Terrace locations. These track lines should begin at the outer edge of the Earthen Containment Dikes or Earthen Terrace, extend twenty-five feet (25') past the borrow pit, and shall be spaced a maximum of two hundred fifty feet (250') apart.

Magnetometer track lines in the Mississippi River borrow area should form a grid pattern with a maximum offset of five hundred feet (500') apart, and should be oriented north-south and east-west. Magnetometer surveys shall be provided to the Engineer prior to excavation and dredging. This does not relieve the Contractor of responsibilities set forth in GP-25.

#### 3.3.10 Pipeline Locations

All pipelines located within one hundred fifty feet (150') of the containment dike alignments, marsh fill area, borrow area, and dredge slurry pipeline corridor shall be probed for depth and their locations marked prior to excavation, dredging, and installation of the dredge slurry pipeline, for the duration of construction activities. A buffer distance of fifty feet (50') for the 20" Shell oil pipeline in Fill Site A shall also be staked prior to excavation. No hydraulic dredging may take place within five hundred feet (500') of any existing pipeline in the Mississippi River.

### 3.4 Process Survey

The baseline and transects used for the Pre-Construction survey shown on the Plans shall be used for the Process Surveys. This survey shall be used for payment of the marsh fill volumes, payment of the containment dikes, and to make modifications or adjustments as deemed necessary by the Engineer. Drawings of the plan views and cross sections and calculations of quantities of materials shall be developed from this survey by the Contractor and submitted to the Engineer for review and payment. The quantities of Shoreline Restoration and Marsh Creation material placed shall be calculated in cubic yards. The quantities of Earthen Containment Dikes and Earthen Terraces shall be calculated per linear foot. All bathymetric surveys must be corrected for tidal fluctuations and wave action to the referenced datum.

#### 3.4.1 Earthen Containment Dikes

After the containment dikes have been constructed, the toes and top centerline of the containment dikes shall be surveyed a minimum of every five hundred feet (500'). The elevation and coordinates shall be recorded and used to create plan views and cross sections of the containment dikes to ensure that the dikes have been constructed to the dimensions shown on the plans and as per TS 4.5.

#### 3.4.2 Earthen Terraces

Completed terraces will be inspected 14 days after the target elevation has been reached to allow for initial settling. Terraces will be inspected for elevation, length, and width. If the terraces meet the lines and grades specified, they will be accepted. These measurements will be taken by the Engineer or

his representative. If the inspected terrace has undergone settlement greater than 6.0", the Engineer shall determine if an additional lift of dredge material is needed. Terraces that have received an additional lift of dredge material will be re-inspected 14 days after receiving the additional lift. If the terraces meet the lines and grades specified, they will be accepted.

#### 3.4.3 Shoreline Restoration

Elevations shall be surveyed and recorded at points every fifty feet (50') along each Shoreline Restoration transect line that bisects the Eastern Lake Shoreline Baseline (Transect 300+00 to Transect 365+00) as shown on Plan Sheet 17. The Shoreline Restoration alignment shall be surveyed weekly, or as directed by the Engineer, at all survey transects shown on the Plans as well as all points of inflection. The Engineer shall evaluate the process surveys to determine if the fill lift is to be accepted or modified as per grades shown on the Plans and TS-5.11. The Contractor shall perform additional survey transects along the Shoreline Restoration feature as deemed necessary by the Engineer. For payment, the area contained in each transect shall be calculated once a certain reach elevation is reached and accepted by the Engineer. The volume for each Shoreline Restoration reach shall be calculated by using the average end area method or other methods approved by the Engineer. Volume calculations shall be submitted to the Engineer for verification.

#### 3.4.4 Marsh Creation Fill Sites

Transects shall be surveyed at points every fifty feet (50') along designated transect line listed in TS-3.3.6. The marsh creation area shall be surveyed monthly, or as directed by the Engineer, at all survey transects shown on the Plans as well as all points of inflection. The Engineer shall evaluate the process surveys to determine if the fill lift is to be accepted or modified as per the grades show on the Plans and TS-6.10. The Contractor shall perform additional survey transects in marsh fill areas as deemed necessary by the Engineer. Those portions of dredge fill which are modified must also be re-surveyed. Plan views and cross sections shall be used for the calculation of the marsh fill volume. The marsh fill quantities shall be calculated using a method that is approved by the Engineer, such as the average end area method or AutoCAD.

Process surveys for acceptance shall consist of transects spaced five hundred feet (500') apart in a perpendicular grid format and/or at locations directed by the Engineer. The volume of each cell formed by this grid shall be calculated using the average end area method in both directions. The two volumes shall be averaged to yield the volume of the cell. The quantities of marsh fill material shall be calculated in cubic yards

Process surveys to be used for payment shall include x,y,z data representing the intersection of the dredged fill material with the containment dike or existing feature used as containment. Points shall be taken at transect and containment dike profile locations around the boundary of the marsh creation area where the pumped material meets the containment dike or fill area boundary and at any change in direction of marsh creation area boundary.

These points shall be submitted in x,y,z format.

#### 3.4.5 Borrow Area

The location of the dredge cutter head shall be known at all times during dredging operations as per TS-5.3 and TS-6.3.

#### 3.4.6 Settlement Plates

The elevation of the top of the settlement plate shall be recorded and reported to the nearest tenth of a foot (0.1') NAVD 88 weekly during marsh fill placement. This information shall be provided to the Engineer weekly.

### 3.5 As-Built Survey

The Earthen Containment Dikes, Earthen Terraces, Shoreline Restoration, Marsh Creation Area, Borrow Area, and Settlement Plate shall be surveyed by the Contractor after construction is complete. Final payment will not be received until the As-Built Survey and Work have been accepted by the Engineer. All bathymetric surveys must be corrected for tidal fluctuations and wave action to the referenced datum.

#### 3.5.1 Earthen Containment Dikes

The As-Built Survey shall incorporate the cross sections and plan views from the Process Surveys for all Earthen Containment Dike alignments.

#### 3.5.2 Earthen Terraces

The As-Built Survey shall incorporate the cross sections and plan views from the Process Surveys for the Earthen Terraces.

#### 3.5.3 Shoreline Restoration

The As-Built Survey shall incorporate the approved and accepted process surveys for all of the Shoreline Restoration alignment. The Contractor shall develop drawings which include the cross sections, plan views, elevations, quantities, and volumes from the process surveys. The dates, elevations, and volumes for each process survey shall be superimposed onto the corresponding fill cells on the plan views. The As-Built quantities of fill for the Shoreline Restoration alignment shall be calculated in cubic yards.

#### 3.5.4 Marsh Creation Areas

The As-Built Survey shall incorporate the approved and accepted process surveys for all of the marsh fill areas. The Contractor shall develop drawings which include the cross sections, plan views, elevations, quantities, and volumes from the process surveys. The dates, elevations, and volumes for each process survey shall be superimposed onto the corresponding fill cells on the plan views. The As-Built quantities of marsh fill material shall be calculated in cubic yards.

### 3.5.5 Borrow Area

Borrow area As-Built Survey transects shall be spaced five hundred feet (800') apart, perpendicular to the borrow area center line, and extend five hundred feet (500') past the limit of the cut unless otherwise shown on the Plans.

### 3.5.6 Settlement Plates

The As-Built Survey shall incorporate the data from the process surveys for the settlement plate. The final settlement plate elevation shall be listed on the As-Built drawings.

## 3.6 Deliverables

The Pre-Construction, Process, and As-Built Surveys shall be stamped by a professional land surveyor licensed in the state of Louisiana. The Contractor shall provide the details for the survey layout in the Work Plan.

The pre-construction survey drawings and projected material quantities shall be submitted to the Engineer for review prior to excavation. Three copies shall be provided on 11"x17" paper and one digital copy provided in AutoCAD.

The Process Survey drawings, in-place material quantities, and supporting calculations shall be submitted to the Engineer for review immediately after they are completed in order to receive acceptance and payment. Three copies shall be provided on 11"x17" paper and one digital copy provided in AutoCAD.

The As-Built Survey and in-place material quantities shall be submitted to the Engineer by the date provided in SP-3 in order to receive acceptance and final payment. Three copies shall be provided on 11"x17" paper and two digital copies provided in AutoCAD. The survey shall incorporate all field changes, change orders, and quantities of materials placed. All revisions shall be shown in red and be easily distinguishable from the original design.

Point files of the Pre-Construction, Process, and As-Built Surveys shall be included in the digital copies, organized by transect, and shall contain the following information:

3.6.1 Point Number;

3.6.2 Northing (NAD 83 U.S. ft.);

3.6.3 Easting (NAD 83 U.S. ft.);

3.6.4 Elevation of top of soil (NAVD 88 ft.);

3.6.5 Elevation of the water level (if applicable) (NAVD 88 ft.);

3.6.6 Description.

### 3.7 Measurement and Payment

Payment for Surveys shall be made at contract lump sum price for Bid Item No. 3, "Construction Surveys". Price and payment shall constitute full compensation for furnishing all labor, materials, and equipment to perform the Pre-Construction, Process, and As-Built Surveys specified herein.

The Contractor may request partial payments for Construction Surveys. Fifty percent (50%) of the lump sum cost will be paid following the completion of the Pre-Construction Surveys. Fifty percent (50%) of the lump sum cost will be upon submission of the As-Built Surveys.

## TS-4 EARTHEN CONTAINMENT DIKES

### 4.1 Scope

The Contractor shall furnish all of the materials, labor, and equipment necessary to construct and maintain the containment dikes in accordance with the Specifications and in conformity to the lines, grades, elevations, and tolerances shown on the Plans. The containment dikes shall be maintained by the Contractor to the greatest extent possible until the fill areas have been accepted and completed according to the Plans and these Specifications.

### 4.2 Materials and Construction

The boundaries of the Earthen Containment Dikes are depicted on the Plans. Earthen Containment Dikes shall be erected to the lines, grades, and elevations specified in the drawings as necessary to facilitate the placement of marsh fill material. The containment dikes for Fill Site A and Fill Site B shall be constructed using in-situ material to the lines, grades, and elevations specified in the Plans to the greatest extent possible, as directed by the Engineer.

The containment dikes shall be constructed using in-situ material from the marsh creation area and borrow pits shall be re-filled during hydraulic dredging. Geotechnical boring logs showing material characteristics can be found in the design geotechnical report located in Appendix I (boring locations are shown on Plan Sheets 6 and 8). Gapping or degradation of containment dikes, as directed by the Engineer, shall be required upon completion of the project to achieve tidal exchange. See section TS-4.6 for additional details.

### 4.3 Landowner Requirements

The Contractor shall notify all pipeline and utility companies at least seventy-two (72) hours in advance of any construction work. No excavation is permitted within fifty feet (50') of the 20" Shell oil pipeline that is located on the eastern portion of Fill Site A. A Shell representative shall be present while excavation occurs near this pipeline.

Any other pipelines located within one hundred fifty feet (150') of the dike alignments, marsh fill areas, borrow area, and dredge slurry pipeline corridor shall be probed and their locations marked prior to excavation and installation of the dredge

slurry pipeline, for the duration of construction activities. See SP-11 for utility coordination and overhead lines compliance.

The Contractor shall submit a dike construction and maintenance plan in the Work Plan. The Contractor shall take all precautions necessary to prevent effluent from flowing into adjacent properties and onto areas outside the construction limits. Therefore, the Contractor may be required to construct, temporarily degrade, or gap containment dikes to better control effluent discharge, if effluent discharge problems persist during construction.

#### 4.4 Access

All equipment for containment dike construction shall access the project area via state water bottoms or the Jefferson Canal. Access to the internal areas shall be through open water to the extent possible. Proposed access routes for equipment used to facilitate the construction of the containment dikes shall be submitted in the Work Plan for approval. Any access route that requires travel across existing marsh must first be approved by the Engineer. Additional details for construction access are described in TS-2.

#### 4.5 Tolerance

Construction of the earthen containment dikes shall be as close to the elevations and areas shown on the drawings as possible, with a maximum crest vertical tolerance of plus one-half of one foot (0.5') above containment target elevation. The containment dike crown target elevation is +3.0' NAVD 88.

#### 4.6 Degradation or Earthen Containment Dikes

Earthen containment dikes shall be gapped or degraded to the same elevation as the Marsh Creation fill site platform upon completion of the project. Whether a reach of containment dikes should be gapped or degraded shall be determined by the Engineer once construction of the Marsh Creation Fill Sites is complete. Location of gaps shall be determined by the Engineer. Spoil from dike degradation or gapping shall be used to fill any low lying areas over the containment dike borrow pits unless otherwise instructed by the Engineer. After spreading to marsh elevation, remaining spoil shall be placed in adjacent open water or as directed by the Engineer.

#### 4.7 Measurement and Payment

Payment for earthen containment dikes shall be made at the contract unit price per linear foot for Bid Item No. 4 "Earthen Containment Dikes". Price and payment shall constitute full compensation for furnishing all labor, materials, and equipment for construction, maintenance, and degradation of all required containment and performing all Work as specified herein. These dikes may not be required to meet the target elevation shown on the Plans, as directed by the Engineer.

## TS-5 HYDRAULIC DREDGING-SHORELINE RESTORATION

### 5.1 Scope

Hydraulic Dredging for Shoreline Restoration shall consist of excavating and satisfactorily placing dredged material at the designated Shoreline Restoration alignment located on the eastern shoreline of Lake Hermitage in accordance with these Specifications and in conformity to the lines, grades, and elevations shown on the Plans or as directed by the Engineer. Dredging to approximately an elevation -66.0 ft. NAVD 88 is anticipated. However, overdredging to maximum cut elevation -76.0 ft. NAVD 88 shall be permitted. The Mississippi River Borrow Area primarily consists of sandy material. However, the materials to be dredged may consist of gravels, silts, clays, muck, or shell. The Mississippi River Borrow Area geotechnical information is located in Appendix I. Additional materials such as logs, stumps, snags, tires, scrap, and other debris may be encountered within the specified limits of dredging and shall be removed and disposed of by the Contractor.

### 5.2 Method

The dredge equipment and attendant plant shall be in satisfactory operating condition, capable of efficiently performing the Work as set forth in the Plans and Specifications, and shall be subject to inspection by the Owner or Engineer prior to beginning the Work and at all times during construction. Ship traffic, waves, stage fluctuations, and weather conditions within the Borrow Area of the project can prove difficult for some equipment. The Contractor shall include an equipment protection plan for acceptance and approval by the Engineer in the Work Plan prior to the Pre-construction Conference. The Dredge Data Sheet, including a complete description of the equipment the Contractor intends to use for dredging (size, horsepower, production rate, draft, etc.) must be completed and submitted with the bid. The Dredge Data Sheet may be found in Appendix A.

### 5.3 Dredge Location Control

No dredging shall be performed except as depicted in the Plans. No hydraulic excavation may take place within five hundred feet (500') of any existing pipeline or submerged transmission line. The contact information for pipeline representatives near the borrow area is listed below:

Boardwalk Pipeline

Gerald Roser  
(504) 469-5903 ext. 236  
gerald.rosier@bwpmlp.com

The Contractor will be required to pay any costs, fines, or other expenses related to dredging outside of the borrow limits or permit violations resulting from Contractor negligence. If the Contractor does not pay costs, fines, or other expenses related to dredging outside of the borrow limits and/or permit limits, the Owner will deduct said costs, fines, and expenses from payments due the Contractor. Additionally, said costs, fines, and expenses may be recovered from the Contractor's bond for payment.

### 5.3.1 Horizontal Location

The Contractor is required to have electronic positioning equipment that will locate the dredge when operating in the borrow area. The Contractor shall keep this equipment functioning on the dredge at all times during construction and when the dredge is within one (1) mile of the borrow area. The Contractor is required to calibrate the equipment as required by the manufacturer. Proof of calibration shall be submitted to the Owner and Engineer. Continuous location of the dredge shall be monitored at all times during dredging operations. The location is to be computed by coordinates in the Louisiana State Plane South Coordinate System, NAD 1983 (Lambert Conformal Conic) with a range error not to exceed fifteen feet (15'). Positions shall be recorded at least every ten (10) minutes and furnished daily as part of the Contractor's Daily Quality control Reports, along with the track of the dredge in relation to the dredge site. The Contractor's method of location of the dredge shall be submitted to the Owner and Engineer for review and approval with the Contractor's Work Plan.

### 5.3.2 Dredging Elevations

The Contractor is also required to have a dredging depth indicator capable of gauging the depth being dredged at all times for each piece and type of dredging plant being utilized. The instrument may be a graph type paper or electronic recorder. The paper or depth record produced by this instrument shall be submitted daily with the Daily Quality Control Report. Flagging or marking the winch cables is not an acceptable option to fulfill this instrument requirement. The indicators shall be in plain view of Operators and Inspector(s) and be adjusted to the reference datum, NAVD 88 (Geoid 99). The Contractor shall use surveying equipment and methodology specified in TS-3.2 to achieve this vertical datum if possible. If the borrow area is out of the range of the specified equipment, the Contractor shall use measured tides to adjust dredging depth to the reference datum. Proposed tide correction methods and measurements must be submitted in the Contractor's Work Plan for review and approval by the Owner and Engineer. *The maximum depth of cut is shown on the Plans.*

## 5.4 Submerged Discharge Lines

Dredge discharge lines that cross a navigable channel must be submerged. Submerged pipelines and any anchors securing the pipeline shall rest on the channel and shall be marked in accordance with USCG requirements. Submerged lines shall at no time reduce the depth and width of the existing channel in which it is placed by more than one foot (1.0'). The depth of any pipeline crossing a navigation channel shall be submitted to the USCG for publication. All submerged pipelines installed shall be marked with fluorescent orange buoys and signs stating "DANGER SUBMERGED PIPELINE" every one hundred fifty feet (150') for the length of the pipeline. "DANGER SUBMERGED PIPELINE" signs shall also be placed at the beginning and end of all submerged pipelines and at all abrupt changes of direction. Unless otherwise specified by the USCG, submerged pipelines are considered to require special marks and shall have USCG approved flashing yellow lights. When the sub-

merged line is placed in shallow water, outside the navigable channel, where the possibility exists for small boats to cross over the submerged pipeline, the pipeline shall be marked with fluorescent orange buoys and signs stating "DANGER SUBMERGED PIPELINE" every one hundred fifty feet (150') throughout the length of the submerged pipeline. Costs incurred by the Contractor for compliance with this section should be included in Bid Item No. 1, "Mobilization and Demobilization". A description of discharge line placement shall be included in the Work Plan.

#### 5.5 Borrow Area Cut Sequences and USACE Restrictions

The Contractor must submit a proposed borrow area cut sequence with the initial Work Plan for approval by the Owner and Engineer prior to dredging operations. The proposed borrow area has been designed based on USACE restrictions. Side slopes of excavation must be no steeper than 1(V):5(H), per USACE restrictions. River excavation must proceed from landside to riverside limits to minimize the possibility of overburden failure of the bank per USACE regulations. If material is dredged outside of the area delineated on the Plans, the Contractor may be subject to deductions set forth in GP-47 Non-Conforming and Unauthorized Work. If the dredge slurry pipeline is to be placed parallel to the Mississippi River Levee, it shall be located at least forty feet (40') from the toe of the levee.

Dredge pipe installation, removal of the dredge pipe, and work over the levee is limited to when the stage of the Mississippi River is below elevation **+11.0' NGVD 1929** on the Carrollton Gage, at New Orleans, Louisiana, as per the Department of the Army Permit. Any barge within one-hundred feet (100') of the Mississippi River levee must be sufficiently spudded down when the river stage is above +11.0' NGVD 1929 on the Carrollton Gage at New Orleans, Louisiana. Any damage to the levee, batture, and/or bank resulting from the Contractor's activities shall be repaired at the Contractor's expense. All disturbed areas on the levee crown and slopes shall be restored to pre-project conditions and to the satisfaction of the West Bank Levee District. The Contractor shall assure that work does not impede or interfere with navigation on the Mississippi River and shall maintain ongoing coordination with the River Pilots Association and the United States Coast Guard.

#### 5.6 Material Placement

The Contractor shall take all precautions necessary to prevent discharge material from flowing into adjacent properties and onto areas outside the construction limits. Any material that is deposited other than as indicated on the Plans or as approved by the Engineer may be required, by the Engineer, to be removed and deposited in approved areas at the Contractor's expense. Excess runoff of dredged material onto adjacent marshes shall be prevented by maintaining a sufficient distance from the discharge pipe to the edge of the existing marsh or through controlling discharge flow rates.

The Contractor shall, prior to placement of Shoreline Restoration fill, remove all snags, trees, stumps, driftwood, sharp objects, and similar debris lying within the limits of the Shoreline Restoration template. All material removed shall be disposed of in areas provided by and at the expense of the Contractor and approved by the Engineer. Grading and other construction equipment may be used throughout the construction of the Shoreline Restoration alignment. However, equipment shall not be

permitted outside the limits of the Shoreline Restoration alignment.

#### 5.7 Restoration of Marsh Damages

The Contractor will be responsible for the restoration of any damages caused by unnecessary and/or careless operation during construction of the Shoreline Restoration alignment. Restoration may include the placement of additional dredged material to project elevations within the areas of damage at the expense of the Contractor and will be performed at the discretion and direction of the Engineer.

#### 5.8 Dewatering

The construction sequencing of the Shoreline Restoration alignment shall be determined as necessary for dewatering purposes. The Contractor shall provide temporary facilities, such as training dikes, turbidity screens, spill boxes, weirs, sedimentation berms, etc. necessary to dewater the material placed along the Shoreline Restoration alignment. Temporary controls shall be removed by the Contractor upon completion of the Work at the Contractor's expense. The Contractor shall include proposed dewatering locations and methodology in the Work Plan, which shall be submitted to the Engineer for approval prior to construction.

#### 5.9 Pipeline Leaks

The Contractor shall maintain a tight discharge pipeline at all times. The joints shall be so constructed as to preclude spillage and leakage. If leaks occur, they shall be promptly repaired. The Contractor will transport the Engineer or his Inspector to the leak repair site for visual inspection. Failure to repair leaks or change the method of operation which causes excessive material loss, as determined by the Engineer, during transport to discharge site will result in suspension of dredging operations and require prompt repair or change of operation to prevent leakage as a prerequisite to the resumption of dredging.

#### 5.10 Slope Adjustment

Should the Contractor encounter difficulty attaining the Shoreline Restoration alignment slope delineated in the Plans, the Contractor may request and/or the Engineer may elect to change the construction slope. The placed volume amounts for each payment section will remain unaltered by this change in slope. No additional compensation will be provided to the Contractor. A slope adjustment may be made only **once** during the construction of this project. A set of revised construction drawings delineating the change in construction slope and new slope break stationing will be provided to the Contractor.

#### 5.11 Tolerances

Placement of hydraulic fill material on the Shoreline Restoration alignment shall be as close to the elevations and templates shown on the Plans as possible, with vertical tolerances as follows:

**Minimum Elevation = +3.0' NAVD 88**

**Maximum Elevation = +4.0' NAVD 88**

Any material placed above the template may be left in place at the discretion of the Engineer. Material placed above the maximum elevation of +4.0' NAVD 88 may not be subject to payment. The Engineer reserves the right to require specific portions of the Shoreline Restoration alignment to be at or near target elevation, in order to maximize the amount of shoreline restored, should funding or dredged material properties prevent the entire fill area from reaching the target elevation. The Contractor will be made aware of such situations in writing by the Engineer during construction.

#### 5.12 Acceptance

A reach of the Shoreline Restoration alignment may be considered for acceptance when the entire crown has reached and maintained an elevation between +3.0' and +4.0' NAVD 88 for a period of seven (7) days after hydraulic dredging is terminated in the reach being considered for payment. Acceptance will be based on the surveyed sections as per TS-3, estimated to the nearest +0.1'.

If the average elevation of the inspected cell after seven (7) days is below **the elevation of +3.0 ft. NAVD 88**, the Engineer will require the Contractor to place additional material prior to final payment. If the average elevation of the inspected cell is greater than **the elevation of +4.0 ft. NAVD88**, the Engineer may require material to be removed at the expense of the Contractor.

#### 5.13 Measurement and Payment

Payment for Hydraulic Dredging-Shoreline Restoration will be made at the contract unit price per cubic yard of fill placed on the Shoreline Restoration alignment shown on the Plans for Bid Item No. 5, "Hydraulic Dredging-Shoreline Restoration". The price per cubic yard for Shoreline Restoration reaches will be paid to the Contractor upon acceptance of surveys and the volume calculations as specified in TS-3.4.3. Payment will be authorized only for material placement (1) within the Shoreline Restoration fill template (with tolerances) specified in TS-5.11, and (2) for one-time slope adjustment if allowed as specified in TS-5.10. There will be no payment for placing quantities in excess of the lines, grades, and elevations shown on the plans and stated in these specifications. Price and payment shall constitute full compensation for furnishing all plant, labor, materials, and equipment for dredging, satisfactory placement of dredged material into designated areas, all operations necessary for containment and dewatering of spoil material, and performing all Work as specified herein.

### TS-6 HYDRAULIC DREDGING-MARSH CREATION

#### 6.1 Scope

Hydraulic Dredging for Marsh Creation shall consist of excavating and satisfactorily placing dredged material at the designated Marsh Creation Fill Sites in accordance with these Specifications and in conformity to the lines, grades, and elevations shown on the Plans or as directed by the Engineer. Dredging to approximately an elevation

-66.0 ft. NAVD 88 is anticipated. However, overdredging to maximum cut elevation -76.0 ft. NAVD 88 shall be permitted. The Mississippi River Borrow Area primary consists of sandy material. However, the materials to be dredged may consist of gravels, silts, clays, muck, or shell. The Mississippi River Borrow Area geotechnical information can be found in the design geotechnical report located in Appendix I. Additional materials such as logs, stumps, snags, tires, scrap, and other debris may be encountered within the specified limits of dredging and shall be removed and disposed of by the Contractor.

## 6.2 Method

The dredge equipment and attendant plant shall be in satisfactory operating condition, capable of efficiently performing the Work as set forth in the Plans and Specifications, and shall be subject to inspection by the Owner or Engineer prior to beginning the Work and at all times during construction. Ship traffic, waves, stage fluctuations, and weather conditions within the Borrow Area of the project can prove difficult for some equipment. The Contractor shall include an equipment protection plan for acceptance and approval by the Engineer in the Work Plan prior to the Pre-construction Conference. The Dredge Data Sheet, including a complete description of the equipment the Contractor intends to use for dredging (size, horsepower, production rate, draft, etc.) must be completed and submitted with the bid. The Dredge Data Sheet may be found in Appendix A.

## 6.3 Dredge Location Control

No dredging shall be performed except as depicted in the Plans. No hydraulic excavation may take place within five hundred feet (500') of any existing pipeline or submerged transmission line. The contact information for pipeline representatives near the borrow area is listed below:

Boardwalk Pipeline  
Gerald Roser  
(504) 469-5903 ext. 236  
gerald.rosier@bwpmlp.com

The Contractor will be required to pay any costs, fines, or other expenses related to dredging outside of the borrow limits or permit violations resulting from Contractor negligence. If the Contractor does not pay costs, fines, or other expenses related to dredging outside of the borrow limits and/or permit limits, the Owner will deduct said costs, fines, and expenses from payments due the Contractor. Additionally, said costs, fines, and expenses may be recovered from the Contractor's bond for payment.

### 6.3.1 Horizontal Control

The Contractor is required to have electronic positioning equipment that will locate the dredge when operating in the borrow area. The Contractor shall keep this equipment functioning on the dredge at all times during construction and when the dredge is within one (1) mile of the borrow area. The Contractor is required to calibrate the equipment as required by the manufacturer. Proof of calibration shall be submitted to the Owner and Engineer.

Continuous location of the dredge shall be monitored at all times during dredging operations. The location is to be computed by coordinates in the Louisiana State Plane South Coordinate System, NAD 1983 (Lambert Conformal Conic) with a range error not to exceed fifteen feet (15'). Positions shall be recorded at least every ten (10) minutes and furnished daily as part of the Contractor's Daily Quality Control Reports, along with the track of the dredge in relation to the dredge site. The Contractor's method of documenting the location of the dredge shall be submitted to the Owner and Engineer for review and approval with the Contractor's Work Plan.

### 6.3.2 Dredging Elevations

The Contractor is also required to have a dredging depth indicator capable of gauging the depth being dredged at all times for each piece and type of dredging plant being utilized. The instrument may be a graph type paper or electronic recorder. The paper or depth record produced by this instrument shall be submitted daily with the Daily Quality Control Report. Flagging or marking the winch cables is not an acceptable option to fulfill this instrument requirement. The indicators shall be in plain view of Operators and Inspector(s) and be adjusted to the reference datum, NAVD 88 (Geoid 99). The Contractor shall use surveying equipment and methodology specified in TS-3.2 Accuracy and Methodology to achieve this vertical datum if possible. If the borrow area is out of the range of the specified equipment, the Contractor shall use measured tides to adjust dredging depth to the reference datum. Proposed tide correction methods and measurements must be submitted in the Contractor's Work Plan for review and approval by the Owner and Engineer. *The maximum depth of cut is shown on the Plans.*

## 6.4 Submerged Discharge Lines

Dredge discharge lines that cross a navigable channel must be submerged. Submerged pipelines and any anchors securing the pipeline shall rest on the channel and shall be marked in accordance with USCG requirements. Submerged lines shall at no time reduce the depth and width of the existing channel in which it is placed by more than one foot (1.0'). The depth of any pipeline crossing a navigation channel shall be submitted to the USCG for publication. All submerged pipelines installed shall be marked with fluorescent orange buoys and signs stating "DANGER SUBMERGED PIPELINE" every one hundred fifty feet (150') for the length of the pipeline. "DANGER SUBMERGED PIPELINE" signs shall also be placed at the beginning and end of all submerged pipelines and at all abrupt changes of direction. Unless otherwise specified by the USCG, submerged pipelines are considered to require special marks and shall have USCG approved flashing yellow lights. When the submerged line is placed in shallow water, outside the navigable channel, where the possibility exists for small boats to cross over the submerged pipeline, the pipeline shall be marked with fluorescent orange buoys and signs stating "DANGER SUBMERGED PIPELINE" every one hundred fifty feet (150') throughout the length of the submerged pipeline. Costs incurred by the Contractor for compliance with this section should be included in Bid Item No. 1, "Mobilization and Demobilization". A description of discharge line placement shall be included in the Work Plan.

## 6.5 Borrow Area Cut Sequence and USACE Restrictions

The Contractor must submit a proposed borrow area cut sequence with the initial Work Plan for approval by the Owner and Engineer prior to dredging operations. The proposed borrow area has been designed based on USACE restrictions. Side slopes of excavation must be no steeper than 1(V):5(H), per USACE restrictions. River excavation must proceed from landside to riverside limits to minimize the possibility of overburden failure of the bank per USACE regulations. If material is dredged outside of the area delineated on the Plans, the Contractor may be subject to deductions set forth in GP-47 Non-Conforming and Unauthorized Work. If the dredge slurry pipeline is to be placed parallel to the Mississippi River Levee, it shall be located at least forty feet (40') from the toe of the levee.

Dredge pipe installation, removal of the dredge pipe, and work over the levee is limited to when the stage of the Mississippi River is below elevation **+11.0' NGVD 1929** on the Carrollton Gage, at New Orleans, Louisiana, as per the Department of the Army Permit. Any barge within one-hundred feet (100') of the Mississippi River levee must be sufficiently spudded down when the river stage is above +11.0' NGVD 1929 on the Carrollton Gage at New Orleans, Louisiana. Any damage to the levee, batture, and/or bank resulting from the Contractor's activities shall be repaired at the Contractor's expense. All disturbed areas on the levee crown and slopes shall be restored to pre-project conditions and to the satisfaction of the West Bank Levee District. The Contractor shall assure that work does not impede or interfere with navigation on the Mississippi River and shall maintain ongoing coordination with the River Pilots Association and the United States Coast Guard.

## 6.6 Material Placement

The Contractor shall take all precautions necessary to prevent discharge material from flowing into adjacent properties and onto areas outside the construction limits. Any material that is deposited other than as indicated on the Plans or as approved by the Engineer may be required, by the Engineer, to be removed and deposited in approved areas at the Contractor's expense. Excess runoff of dredged material onto adjacent marshes shall be prevented by maintaining a sufficient distance from the discharge pipe to Earthen Containment Dikes or through controlling discharge flow rates.

The Contractor may be required by the Engineer to operate the dredge at a specified lower production rate and/or to temporarily suspend dredging operations for up to two days to allow the material to settle and dewater thereby ensuring project elevation and layout is obtained. Effluent control shall be maintained by the use of spill-boxes/dewatering structures placed at the Contractor's discretion. All costs associated with this discharge control should be contained within the Bid Item No. 6, "Hydraulic Dredging-Marsh Creation". If the Contractor is required by the Engineer to stop dredging, **no** additional payments will be granted until dredging activities are allowed to continue. The cost for this downtime should be included in the Contractor's bid.

The Engineer reserves the right to vary the width and grade of the Marsh Creation template from the lines and grades shown on the Plans. The cross sections shown on the Plans were used for the purpose of calculating Bid quantities of marsh fill. Pay

quantities will be based on pre- and post-construction surveys in accordance to TS-3.

6.7 Restoration of Marsh Damages

The Contractor will be responsible for the restoration of any damages caused by unnecessary and/or careless operation during construction of the Marsh Creation Fill Sites. Restoration may include the placement of additional dredged material to project elevations within the areas of damage at the expense of the Contractor and will be performed at the discretion and direction of the Engineer. All Construction Corridors in the marsh creation area(s) shall be repaired by pumping additional material into the area to natural marsh elevation.

6.8 Dewatering

The construction sequencing of the Marsh Creation Fill Sites shall be determined as necessary for dewatering purposes. The Contractor shall provide temporary facilities, such as training dikes, turbidity screens, spill boxes, weirs, sedimentation berms, etc. necessary to dewater the material placed in the marsh creation area. Temporary controls shall be removed by the Contractor upon completion of the Work at the Contractor's expense. The Contractor shall include proposed dewatering locations and methodology in the Work Plan, which shall be submitted to the Engineer for approval prior to construction.

6.9 Pipeline Leaks

The Contractor shall maintain a tight discharge pipeline at all times. The joints shall be so constructed as to preclude spillage and leakage. If leaks occur, they shall be promptly repaired. The Contractor will transport the Engineer or his Inspector to the leak repair site for visual inspection. Failure to repair leaks or change the method of operation which causes excessive material loss, as determined by the Engineer, during transport to discharge site will result in suspension of dredging operations and require prompt repair or change of operation to prevent leakage as a prerequisite to the resumption of dredging.

6.10 Tolerance

Placement of hydraulic fill material on the Marsh Creation Fill Sites shall be as close to the elevations and templates shown on the Plans as possible, with vertical tolerances as follows:

**Minimum Elevation = +1.5 ft. NAVD 88**

**Maximum Elevation = +2.0 ft. NAVD 88**

The Engineer reserves the right to require specific portions of the Marsh Creation Fill Sites to be at or near target elevation, in order to maximize the area restored, should funding or dredged material properties prevent the entire fill area from reaching the target elevation. The Contractor will be made aware of such situations in writing by the Engineer during construction.

#### 6.11 Grade Stakes

The Engineer may require the Contractor to install grade stakes within the Marsh Creation Fill to monitor fill elevations. No more than six (6) grade stakes will be installed at each Marsh Creation Fill Site. The stakes shall be embedded at least six feet (6') into the soil or at a depth sufficient to resist the stakes being moved by fill material placement, tides, or weather. The grade stakes shall be surveyed and maintained throughout construction. Materials, flagging, and markings for the grade stakes shall be approved by the Engineer before installation. After final acceptance of the Marsh Creation Fill Site, the grade stakes shall be removed as directed by the Engineer. Payment for this item shall be included in contract lump sum price for Bid Item No. 1, "Mobilization and Demobilization".

#### 6.12 Acceptance

The marsh creation area will be considered for acceptance when the marsh platform has reached and maintained an elevation between +1.5' and +2.0' NAVD 88 for a period of seven (7) days after material placement operations of that area has terminated. Acceptance will be based on the surveyed marsh fill elevation as per TS-3, estimated to the nearest +0.1'. Acceptance surveys shall consist of transects as described in TS-3.4 (Process Surveys). The average volume contained in each cell shall be calculated if the process survey elevations are accepted by the Engineer. The volume for each cell shall be calculated using the average end area method as per TS-3.4, or other method approved by the Engineer. Volume calculations shall be submitted to the Engineer for verification. The Engineer shall determine whether or not to accept the in-place volume within three (3) days.

All payment surveys will be performed by the Contractor and witnessed by the Engineer. If the average elevation of the inspected cell after seven (7) days is below **the elevation of +1.5 ft. NAVD 88**, the Engineer will require the Contractor to place additional material prior to final payment. If the average elevation of the inspected cell is greater than **the elevation of +2.0 ft. NAVD 88**, the Engineer may require material to be removed at the expense of the Contractor. Should funding or dredged material properties prevent the entire fill area to reach the target elevation, the Engineer reserves the right to require portions of the project area to be at or near target elevation through use of training dikes or other such methods, in order to maximize the amount of emergent marsh created. The Contractor will be made aware of such instances in writing by the Engineer during construction.

#### 6.13 Measurement and Payment

Payment for marsh creation will be made at the contract unit price per cubic yard of fill placed in the marsh fill area shown on the Plans for Bid Item No. 6, "Hydraulic Dredging-Marsh Creation". The price per cubic for Marsh Creation cells will be paid to the Contractor upon acceptance of surveys and the volume calculations as specified in TS-3.4.4. Payment will be authorized only for material placement within the Marsh Creation Fill Sites and fill template (with tolerances) specified in TS-6.10.

There will be no payment for placing quantities in excess of the lines, grades, and elevations shown on the Plans and stated in these Specifications. Price and payment shall constitute full compensation for furnishing all plant, labor, materials, and equipment for dredging, satisfactory placement of dredged material into designated areas, all operations necessary for containment and dewatering of spoil material, and performing all Work as specified herein.

The Contractor may request partial payments. The volume included in the partial payment will be determined by the survey cross sections for the fill area that are submitted by the Contractor and approved by the Engineer. All surveys and visual inspections shall be performed when the Engineer or Inspector is present. The Contractor shall submit copies of all field survey data to the Engineer prior to payment for processing purposes.

## TS-7 SETTLEMENT PLATES

### 7.1 Scope

The Contractor shall furnish all of the materials, labor, and equipment necessary to construct, install, survey, and maintain the settlement plate in accordance with the Plans and these Specifications.

### 7.2 Materials

Settlement plate shall be fabricated with a four foot (4') by four foot (4') by one fourth inch (1/4") steel plate with a three inch (3") diameter galvanized riser pipe attached to the center of the plate with a threaded coupling. The pipe riser shall be a minimum of three feet (3') above the fill (Shoreline Restoration and Marsh Creation) to facilitate elevation readings. The top will be closed with a threaded galvanized cap. After fabrication, the plates shall be hot-dipped galvanized.

### 7.3 Zinc Coating

Zinc coating shall be applied in a manner and thickness quality conforming to ASTM A 123. In any case where zinc coating becomes damaged, the damaged area shall be re-galvanized with a suitable low-melting zinc base alloy as recommended by the American Hot-Dip Galvanizers Association. One coat of a vinyl wash primer followed by red top coat shall be applied over the zinc coat. All painting shall conform to Section 811 and 1008 of the Louisiana Standard Specifications for Roads and Bridges, 2006 edition.

### 7.4 Installation

The settlement plate must be placed and surveyed prior to placement of Marsh Creation and/or Shoreline Restoration fill material. The settlement plate shall be surveyed as specified in TS-3. The settlement plate shall be installed at the Shoreline Restoration alignment and within the Marsh Creation Fill Sites at the locations shown on the Plans or as directed by the Owner and Engineer. The settlement plate must be placed such that the vertical pipe conforms to a vertical plumb standard of no more than 10.5° from true vertical. The settlement plate shall also be marked with brightly colored flagging or reflector tape. The Contractor shall exercise care when placing any

construction materials in the vicinity of the settlement plate. Any damaged settlement plate shall be replaced by the Contractor at no expense to the Owner. Damaged settlement plates are defined as plates which would not accurately represent elevation of the project feature in question as determined by the Owner and Engineer. Leveling of the plate bed shall be accomplished by removing the minimum amount of earth or debris necessary to produce an even 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.

#### 7.5 Maintenance

The Contractor shall maintain the settlement plate until the Work is completed. Any damaged settlement plate shall be repaired or replaced by the Contractor at no expense to the Owner.

#### 7.6 Measurement and Payment

Payment for this item will be made at the contract unit price per each for Bid Item No. 7, "Settlement Plate". Price and payment shall constitute full compensation for furnishing all labor, materials, and equipment for construction and maintenance of all required settlement plates and performing all work specified herein. No payment shall be made for settlement plates that are rejected or damaged due to fault or negligence by the Contractor.

### TS-8 EARTHEN TERRACES

#### 8.1 Scope

The Contractor shall furnish all of the materials, labor, and equipment necessary to construct the Earthen Terraces in accordance with the Specifications and in conformity to the lines, grades, elevations, and tolerances shown on the Plans.

#### 8.2 Method

No access dredging, or dredging beyond the designated Earthen Terrace borrow areas, shall be allowed. All dredge work to be performed shall be done with a marsh buggy backhoe. Material from the borrow areas will be used for the construction of the terraces in accordance with the plans. Borrow material shall not be brought in from outside the project area for the construction of the terraces.

#### 8.3 Material

Earthen Terraces shall be erected to the lines, grades, and elevations specified in the drawings. The earthen terraces shall be constructed using in-situ material from the borrow areas shown on Plan Sheet 7. Geotechnical boring logs showing material characteristics can be found in Appendix I (boring locations are shown on Plan Sheets 6).

#### 8.4 Material Placement

Earthen Terraces shall be constructed in accordance with cross sections and layouts as indicated on Plan Sheet 7 and Plan Sheet 12. If unexpected soil conditions are encountered which are not favorable for construction, necessary design revisions shall be determined by the Engineer. Dredged material shall be deposited in the placement areas shown on the Plans. No equipment shall be placed on existing marsh outside of the permitted fill and construction areas. Unless approved by the Engineer through revised Coastal Use and U.S. Army Corps of Engineer Permits, any material that is deposited elsewhere than as indicated on the Plans shall be required to be removed and deposited in approved areas at the Contractor's expense. At no time during construction shall the contractor track across existing vegetation, marsh, or pipeline locations.

#### 8.5 Access

All equipment for Earthen Terrace construction shall access the project area via state water bottoms or the Jefferson Canal. Access to the internal areas shall be through open water to the extent possible. Proposed access routes for equipment used to facilitate the construction of the containment dikes shall be submitted in the Work Plan for approval. Any access route that requires travel across existing marsh must first be approved by the Engineer. Additional details for construction access are described in TS-2.

#### 8.6 Tolerance

Placement of in-situ material for construction of the Earthen Terraces shall be as close to the elevations and templates shown on the Plans as possible, with vertical tolerances as follows:

**Minimum Elevation = +3.0 ft. NAVD 88**

**Maximum Elevation = +3.5 ft. NAVD 88**

#### 8.7 Measurement and Payment

Payment for earthen terraces will be made at the contract unit price per linear foot for Bid Item No. 8 "Earthen Terraces". Price and payment shall constitute full compensation for furnishing all labor, materials, and equipment for construction of the earthen terraces and performing all Work as specified herein

### TS-9 LIGHTED AIDS TO NAVIGATION

#### 9.1 General Description

Lighted aids to navigation shall be deployed prior to commencement of any dredging operations. Lighted aids to navigation are required to maintain safe working conditions for construction in navigable waters. The Contractor shall provide, install, maintain, and remove lighted aids as specified herein at no direct pay. Any damage to existing U.S. Coast Guard or private navigation aids caused by the Contractor shall

be repaired by the Contractor to U.S. Coast Guard standards at no expense to the Owner.

#### 9.2 Installation

Lighted dredging aids to navigation shall be installed prior to any dredging equipment entering the borrow area or placing any pipeline from the borrow area to the fill areas. Any submerged dredge pipeline not covered by at least 20 feet of water must be marked with yellow buoys displaying a yellow 2.5 second flashing light. The aids to navigation shall be lighted for 24-hour operation. The Contractor shall notify the U.S. Coast Guard in accordance with subparagraph "Notice of Intent to Dredge". The notification shall contain maps, latitude/longitude coordinates, and descriptions of lighted aids for inclusion in the Notice to Mariners.

#### 9.3 Operation and Maintenance

The Contractor shall operate and maintain all the lighted aids. Should lighted dredging aids to navigation leave positioned locations, the Contractor shall reposition within 24 hours. If any of the buoys are not maintained in the proper location, the Contractor shall cease dredging operations until the buoys are maintained, replaced, or repositioned.

#### 9.4 Removal

The Contractor shall remove all lighted dredging aids to navigation, piles, chains, anchors, etc. from the project area upon completion of this project.

#### 9.5 Location for Installation

Lighted dredging aids to navigation shall be installed at the tabulated points of intersection and at five hundred foot (500') minimum spacings that define Work limits in the borrow area. The appropriate type as per the USCG buoys shall be installed with the above marking and lighting scheme.

### TS-10 WATER DISCHARGE

#### 10.1 Turbidity Control

The Contractor is required to discharge water from the marsh fill area into Lake Hermitage or surrounding wetland areas to avoid impoundment of water. The Contractor must provide a turbidity control plan detailing means and methods for any discharge of water outside the project footprint, including, if applicable, a description of any water control structures proposed for use. The plan must contain methods to limit turbidity and sedimentation in open water. Turbidity curtains shall be used at all outflow areas. The turbidity control plan must be submitted to the Engineer seven (7) days prior to the pre-construction conference.

#### 10.2 Water Control Structures

The Contractor may use any number or design of water control structures for water discharge provided the structure is of sufficient size to discharge an appropriate vo-

lume of water. The rate of discharge must be manually controllable with the ability to completely shut off discharge through the structure. The turbidity control plan should include the quantity and type of water control structure and describe the method and timing of removal of any proposed water control structures. The cost of any water control structures associated with dewatering discharge shall be included in Bid Item No. 6, "Hydraulic Dredging-Marsh Creation".

#### TS-11 WORK AREA AND TEMPORARY FENCING

The construction and borrow area limits available to the Contractor for accomplishing the work are shown in the Plans. The Contractor shall accomplish the Work in such a manner so as to minimize disruption to boat traffic. The Contractor will be required to exclude the public, for safety purposes, from the work areas in the immediate vicinity of the hydraulic fill placement, grading and transporting operations, or any other area, which may be dangerous to the public. The storage areas shall be kept neat, orderly and in a safe manner. Temporary fencing and cautionary signage shall be used by the Contractor, if necessary, to exclude the public from work areas and storage areas.

#### TS-12 VESSEL-SHORE TRANSFERS

For shore-to-vessel and vessel-to-shore transfers of personnel and supplies, the Contractor may utilize any commercial, public, or private facility for shallow draft vessels. It is the responsibility of the Contractor to obtain the required permission from the facility owner and to pay any costs associated with the use of the sites. The Contractor shall be responsible for any damages caused by the use of any site for landing and transfers, and shall maintain navigation through all navigable waterways and boat ramps. The Contractor shall use any landing site, transfer area, or staging area at their own risk. For informational purposes, the Contractor will be required to inform the Engineer of the site that the Contractor will be using for vessel-shore transfers. Temporary docks and landing facilities may be used. Details on these features should be included in the Work Plan for review and approval by the Engineer.

#### TS-13 FINAL CLEAN-UP

Final clean-up shall include the removal of the Contractor's plant and all equipment or materials either for disposal or reuse. The Contractor shall remove all non-perishable debris, trash, and garbage from the site of work prior to final acceptance. Plant and/or equipment or materials to be disposed of shall only be disposed of in a manner and at locations approved by the Engineer. Unless otherwise approved in writing by the Engineer, the Contractor is not permitted to abandon pipelines, cables, pipeline supports, pontoons, or other equipment or materials in the disposal area, pipeline access areas, water areas, underwater in the Mississippi River, Lake Hermitage, or in any harbors, passes, or inlets, or other areas adjacent to the Work site. Any stakes or other markers placed by the Contractor must be removed as a part of the final clean-up. All stakes, including grade stakes, placed during the fill for the Marsh Creation and Shoreline Restoration operation shall be completely removed and shall not be left buried in the fill. Upon completion of the final clean-up (ie. removal of all stakes, debris, and equipment), the Work area shall be redressed to eliminate any undrained pockets, ridges, and depressions in the hydraulic fill surfaces prior to final acceptance; the contractor shall use a dragged pipe for this task.

### **END OF PART III – TECHNICAL SPECIFICATIONS**

**APPENDIX A**

**BID PROPOSAL ATTACHMENTS**

**ACKNOWLEDGEMENT OF ADDENDA FORM**

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

**Lake Hermitage Marsh Creation (BA-42)  
Interpretation or Clarification by Engineer**

CONTRACTOR: \_\_\_\_\_

LICENSE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

SUBJECT: \_\_\_\_\_

SUMMARY OF MATTER BY CONTRACTOR

---

INTERPRETATION OR CLARIFICATION OF MATTER BY ENGINEER

## **DREDGE DATA SHEET**

NOTE: All bids are to be accompanied by *Dredge Data Sheets*. The Contractor shall complete the FOLLOWING data sheets for the equipment proposed to perform the Work under this contract. Separate *Dredge Data Sheets* for each dredge are required if the Contractor plans to utilize multiple dredges. The dredge data sheet submittal shall constitute a certification that the described equipment is available to, and under control of, the Contractor.

The Dredge Data Sheet is **MANDATORY**. The Dredge Data Sheet is for informational purposes only and will not be used as a basis for award. The information submitted is pertinent to the evaluation of the proposed dredges and their capability to perform the Work as required and as agreed to by the bidder through the submittal of a proposal. The bidder may only omit data or information that he considers proprietary.

**DREDGE DATA SHEET**

**DREDGE INFORMATION:**

Owned: \_\_\_\_\_ Leased: \_\_\_\_\_ Leased From: \_\_\_\_\_

Dredge name: \_\_\_\_\_

Minimum width of channel in which dredge can successfully operate and make a 180 degree turn:

Maximum draft of dredge: \_\_\_\_\_

Loaded freeboard: \_\_\_\_\_

Minimum depth in which the dredge can successfully operate: \_\_\_\_\_

Depth range to which dredge will dig:

Maximum \_\_\_\_\_ Minimum: \_\_\_\_\_

Maximum effective dredge swing, in degrees: \_\_\_\_\_

Length of dredge spuds: \_\_\_\_\_

Length and beam of dredge hull: \_\_\_\_\_

Length of dredge ladder: \_\_\_\_\_

Inside diameter of pump discharge: \_\_\_\_\_

Inside diameter of pump suction inlet: \_\_\_\_\_

Suction lift (Elevation of main dredge pump relative to the water surface level): \_\_\_\_\_

Diameter of pump impeller eye: \_\_\_\_\_

Outside diameter of pump impeller: \_\_\_\_\_

Brake horsepower and corresponding engine RPMs (during dredging operations) applied to pump impeller at rated drive of the prime mover, during dredging operations: \_\_\_\_\_

Cutter head type and diameter: \_\_\_\_\_

Brake horsepower applied to cutter head during dredging operations: \_\_\_\_\_

Pump engine(s) horsepower and corresponding RPM: \_\_\_\_\_

Completion date of each dredge pump engine re-build: \_\_\_\_\_

Expected production rate for this project:

Beach and Dune Fill \_\_\_\_\_ cubic yards/day

Marsh Fill \_\_\_\_\_ cubic yards/day

Will a booster pump be required to complete this work? If yes, please specify horsepower.

\_\_\_\_\_  
\_\_\_\_\_



**APPENDIX B**

**DAVIS-BACON ACT PREVAILING WAGE DETERMINATIONS**

General Decision Number: LA100008 07/22/2011 LA8

Superseded General Decision Number: LA20080008

State: Louisiana

Construction Type: Heavy

Counties: Jefferson, Orleans, Plaquemines, St Bernard, St Charles, St James, St John the Baptist and St Tammany Counties in Louisiana.

HEAVY CONSTRUCTION PROJECTS (Includes flood control, water & sewer lines, and water wells. Also includes elevated storage tanks in all listed parishes except Plaquemines and St. James. Excludes industrial construction-chemical processing, power plants, and refineries.)

Modification Number	Publication Date
0	03/12/2010
1	05/21/2010
2	06/25/2010
3	07/23/2010
4	09/10/2010
5	11/12/2010
6	12/03/2010
7	01/21/2011
8	05/27/2011
9	06/17/2011
10	07/01/2011
11	07/22/2011

\* CARP1846-006 07/01/2011

	Rates	Fringes
CARPENTER (formbuilding/formsetting).....	\$ 21.81	7.35
Millwright/Piledriverman.....	\$ 21.56	6.85

-----  
ELEC0130-005 06/01/2011

JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES, AND ST. JOHN THE BAPTIST PARISHES

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 26.75	9.19

-----  
ELEC1077-002 09/01/2010

ST. TAMMANY PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 21.50	6.74

---

ENGI0406-018 07/01/2009

	Rates	Fringes
OPERATOR: Power Equipment		
Bulldozer.....	\$ 21.26	6.70
Mechanic.....	\$ 23.31	6.70

---

PLAS0567-003 07/01/2009

JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JOHN THE BAPTIST, and ST. TAMMANY PARISHES

	Rates	Fringes
Cement Mason/Concrete Finisher....	\$ 23.06	4.24

---

PLAS0812-003 06/01/2004

ST. JAMES PARISH

	Rates	Fringes
Cement Mason/Concrete Finisher....	\$ 21.85	0.00

---

PLUM0060-002 12/01/2010

JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES (Southeastern Portion), ST. JOHN THE BAPTIST, and ST. TAMMANY PARISHES

	Rates	Fringes
Plumbers (excluding pipe laying).....	\$ 25.77	9.78

---

PLUM0198-005 07/01/2011

ST. JAMES PARISH (Northwestern Portion)

	Rates	Fringes
PLUMBER (excluding pipe laying).....	\$ 24.09	9.68

---

SULA2004-007 05/13/2004

	Rates	Fringes
CARPENTER (all other work).....	\$ 13.75	2.60

Laborers:

Common/Landscape.....	\$ 9.88	0.00
Fence.....	\$ 11.24	0.00
Flagger.....	\$ 8.58	0.00
Mason Tender.....	\$ 7.25	0.00
Pipelayer.....	\$ 9.84	0.00

PIPEFITTER (excluding pipelaying).....	\$ 17.52	4.51
---	----------	------

Power equipment operators:

Backhoe/Excavator.....	\$ 14.42	0.00
Crane.....	\$ 16.34	3.30
Dragline.....	\$ 16.50	0.00
Front End Loader.....	\$ 13.89	0.00
Oiler.....	\$ 10.03	0.00

Truck drivers:

Dump.....	\$ 11.01	0.00
Pickup.....	\$ 12.25	0.00

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests  
for summaries of surveys, should be with the Wage and Hour  
Regional Office for the area in which the survey was conducted  
because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

General Decision Number: LA100011 07/22/2011 LA11

Superseded General Decision Number: LA20080011

State: Louisiana

Construction Type: Heavy Elevated Storage Tank

Counties: Acadia, Allen, Ascension, Assumption, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Cameron, Catahoula, Claiborne, Concordia, De Soto, East Baton Rouge, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson Davis, La Salle, Lafayette, Lafourche, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Ouachita, Plaquemines, Pointe Coupee, Rapides, Red River, Richland, Sabine, St Helena, St James, St Landry, St Martin, St Mary, Tangipahoa, Tensas, Terrebonne, Union, Vermilion, Vernon, Washington, Webster, West Baton Rouge, West Carroll, West Feliciana and Winn Counties in Louisiana.

ELEVATED STORAGE TANKS (Does not include JEFFERSON, ORLEANS, ST. BERNARD, ST. CHARLES, ST. JOHN THE BAPTIST, AND ST. TAMMANY PARISHES)

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	05/21/2010
3	06/04/2010
4	07/02/2010
5	07/23/2010
6	08/13/2010
7	08/27/2010
8	09/03/2010
9	09/10/2010
10	11/12/2010
11	12/03/2010
12	01/21/2011
13	02/11/2011
14	03/18/2011
15	05/13/2011
16	06/17/2011
17	07/01/2011
18	07/22/2011

BOIL0037-002 01/01/2011

Acadia, Allen, Assumption, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Cameron, Claiborne, De Soto, Evangeline, Grant, Iberia, Jackson, Jefferson, Jefferson Davis, Lafayette, Lafourche, Lincoln, Natchitoches, Orleans, Plaquemines, Rapides, Red River, Sabine, St Bernard, St Charles, St James, St John the Baptist, St Landry, St Martin, St Mary, St Tammany, Tangipahoa, Terrebonne, Union, Vermilion, Washington, Webster, and Winn Parishes

	Rates	Fringes
BOILERMAKER.....	\$ 25.73	17.62

-----  
BOIL0582-002 01/01/2011

ASCENSION, AVOYELLES, CALDWELL, CATAHOULA, CONCORDIA, EAST  
BATON ROUGE, EAST CARROLL, EAST FELICIANA, FRANKLIN, IBERVILLE,  
LA SALLE, LIVINGSTON, MADISON, MOREHOUSE, OUACHITA, POINTE  
COUPEE, RICHLAND, ST. HELENA, TENSAS, WEST BATON ROUGE, WEST  
CARROLL, AND WEST FELICIANA PARISHES

	Rates	Fringes
BOILERMAKER.....	\$ 25.73	16.12

-----  
BRLA0001-003 06/01/2005

	Rates	Fringes
Bricklayer, Stonemason		
AREA 2.....	\$ 20.55	5.75
AREA 3.....	\$ 19.95	6.35
AREA 4.....	\$ 20.25	6.05

AREA DEFINITIONS:

AREA 1 - Lake Charles Chapter Parishes: Acadia, Allen,  
Avoyelles, Beauregard, Calcasieu, Cameron, Catahoula,  
Concordia, Evangeline, Grant, Jefferson Davis, La Salle,  
Natchitoches, Pointe Coupee, Rapides, Sabine, St. Landry,  
Vernon, and Winn

AREA 2 - Baton Rouge Chapter Parishes: Ascension, Assumption,  
East Baton Rouge, East Feliciana, Iberia, Iberville,  
Lafayette, Livingston, St. Helena, St. Martin, St. Mary,  
Tangipahoa, Vermilion, Washington, West Baton Rouge, and  
West Feliciana

AREA 3 - Shreveport Chapter Parishes: Bienville, Bossier,  
Caddo, Caldwell, Claiborne, De Soto, East Carroll,  
Franklin, Jackson, Lincoln, Madison, Morehouse, Ouachita,  
Red River, Richland, Tensas, Union, Webster, and West  
Carroll

AREA 4 - New Orleans Chapter Parishes: Lafourche,  
Plaquemines, St. James, and Terrebonne

-----  
BRLA0001-009 06/01/2005

	Rates	Fringes
Pointer, caulker and cleaner		
AREA 1.....	\$ 19.50	5.10

AREA 2.....	\$ 20.55	5.75
AREA 3.....	\$ 19.95	6.35
AREA 4.....	\$ 20.25	6.05

AREA DEFINITIONS:

AREA 1 - Lake Charles Chapter Parishes: Acadia, Allen, Avoyelles, Beauregard, Calcasieu, Cameron, Catahoula, Concordia, Evangeline, Grant, Jefferson Davis, La Salle, Natchitoches, Pointe Coupee, Rapides, Sabine, St. Landry, Vernon, and Winn

AREA 2 - Baton Rouge Chapter Parishes: Ascension, Assumption, East Baton Rouge, East Feliciana, Iberia, Iberville, Lafayette, Livingston, St. Helena, St. Martin, St. Mary, Tangipahoa, Vermilion, Washington, West Baton Rouge, and West Feliciana

AREA 3 - Shreveport Chapter Parishes: Bienville, Bossier, Caddo, Caldwell, Claiborne, De Soto, East Carroll, Franklin, Jackson, Lincoln, Madison, Morehouse, Ouachita, Red River, Richland, Tensas, Union, Webster, and West Carroll

AREA 4 - New Orleans Chapter Parishes: Lafourche, Plaquemines, St. James, and Terrebonne

-----  
 CARP0720-002 07/01/2006

ASCENSION, ASSUMPTION, AVOYELLES, EAST BATON ROUGE, EAST FELICIANA, IBERIA, IBERVILLE, LIVINGSTON, POINTE COUPEE, ST. HELENA, ST. JAMES (North of the Mississippi River), TANGIPAHOA, WEST BATON ROUGE, AND WEST FELICIANA PARISHES

	Rates	Fringes
MILLWRIGHT.....	\$ 27.39	3.21

-----  
 CARP0764-002 07/01/2006

BIENVILLE, BOSSIER, CADDO, CATAHOULA, CALDWELL, CLAIBORNE, CONCORDIA, DE SOTO, EAST CARROLL, FRANKLIN, GRANT, JACKSON, LASALLE, LINCOLN, MADISON, MOREHOUSE, NATCHITOCHEs, OUACHITA, RAPIDES, RED RIVER, RICHLAND, SABINE, TENSAS, UNION, WEBSTER, WEST CARROLL, AND WINN PARISHES

	Rates	Fringes
CARPENTER.....	\$ 17.25	5.02
MILLWRIGHT.....	\$ 20.50	5.02
PILEDRIVERMAN.....	\$ 20.00	5.02

-----  
 CARP1075-003 01/01/2011

ALLEN, BEAUREGARD, CALCASIEU, CAMERON, JEFFERSON DAVIS, AND

VERNON PARISHES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 23.26	5.00
-----		
CARP1075-007 01/01/2011		

ACADIA, EVANGELINE, LAFAYETTE, ST. LANDRY, ST. MARTIN, ST. MARY, AND VERMILION PARISHES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 23.26	5.00
-----		
CARP1098-002 01/01/2010		

ASCENSION, ASSUMPTION, AVOYELLES, EAST BATON ROUGE, EAST FELICIANA, IBERIA, IBERVILLE, LIVINGSTON, POINT COUPEE, ST. HELENA, TANGIPAHOA, WEST BATON ROUGE, AND WEST FELICIANA PARISHES

	Rates	Fringes
CARPENTER.....	\$ 2425.00	7.29
-----		
* CARP1846-004 07/01/2011		

LAFOURCHE, PLAQUEMINES, ST. JAMES (South of the Mississippi River), TERREBONNE, and WASHINGTON PARISHES

	Rates	Fringes
Carpenter; Millwright; Piledrivermen.....	\$ 21.81	7.35
-----		
ELEC0130-002 06/01/2011		

ASSUMPTION, LAFOURCHE, PLAQUEMINES, ST. JAMES, ST. MARTIN (Southern Segment Only), ST. MARY (Northeast of the Atchafalaya River), AND TERREBONNE PARISHES

	Rates	Fringes
Electrician & Cable Splicer.....	\$ 26.75	9.19
-----		
ELEC0194-003 09/03/2009		

BIENVILLE, BOSSIER, CADDO, CLAIBORNE, DE SOTO, NATCHITOCHE (Northeast of the Red River), RED RIVER, and WEBSTER PARISHES

	Rates	Fringes
ELECTRICIAN		
Lineman and Heavy		
Equipment Operator.....	\$ 24.15	8.73

-----  
ELEC0446-003 03/01/2011

CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MADISON,  
MOREHOUSE, OUACHITA, RICHLAND, TENSAS, UNION, AND WEST CARROLL  
PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 20.60	1%+8.81

-----  
ELEC0576-004 03/01/2011

AVOUELLES, CATAHOULA, CONCORDIA, EVANGELINE, GRANT, LA SALLE,  
NATCHITOCHE (Southwest of Red River), RAPIDES, SABINE, VERNON,  
AND WINN PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 23.50	5.70

-----  
\* ELEC0861-005 07/01/2011

ACADIA, ALLEN, BEAUREGARD, CALCASIEU, CAMERON, IBERIA,  
JEFFERSON DAVIS, LAFAYETTE, ST. MARTIN (Northern Segment Only),  
ST. MARY (Southwest of Atchafalaya River), AND VERMILION  
PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 23.70	1%+9.94

-----  
ELEC0995-004 01/01/2011

ASCENSION, EAST BATON ROUGE, EAST FELICIANA, IBERVILLE,  
LIVINGSTON, POINTE COUPEE, ST. HELENA, ST. LANDRY, WEST BATON  
ROUGE, AND WEST FELICIANA PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 22.68	8.41

-----  
ELEC1077-001 09/01/2010

TANGIPAHOA and WASHINGTON PARISHES

Rates	Fringes
-------	---------

ELECTRICIAN (includes low voltage wiring).....\$ 21.50 6.74

-----  
 ENGI0406-006 07/01/2010

ACADIA, ALLEN, AVOYELLES, BEAUREGARD, BIENVILLE, BOSSIER, CADDO, CALCASIEU, CALDWELL, CAMERON, CATAHOULA, CLAIBORNE, CONCORDIA, DESOTO, EAST CARROLL, EVANGELINE, FRANKLIN, GRANT, JACKSON, JEFFERSON DAVIS, LASALLE, LINCOLN, MADISON, MOREHOUSE, NATICHITOCHEs, OUACHITA, RAPIDES, RED RIVER, RICHLAND, SABINE, ST. LANDRY, TENSAS, UNION, VERNON, WEBSTER, WEST CARROLL, and WINN PARISHES

	Rates	Fringes
Power Equipment Operators		
Heavy Equipment Operator....	\$ 24.90	7.95
Light Equipment Operator....	\$ 21.36	7.95
Oiler.....	\$ 16.78	7.95
Unit Operator.....	\$ 17.25	6.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

Heavy Equipment Operator - crane, all types; derricks; deck winches (2); hi-ho and similar type equipment; three drum or more stabilizers; pulls, all types; concrete mixer on yard and over; all pavers; ditching or trenching machines (track type); mechanics and equipment welders; well point systems; hoist, two drums or more; hoist, one drum forty vertical feet or more; scrapers; bulldozers, rubber-tired or track, other than farm-type; scoopmobiles; motor patrol; gradall; rollers on hot mix; asphalt paving machines; front-end loaders other than farm-type; one cubic yard or over; shovels and backhoes, all types and equivalent equipment; piledriver; and side-boom cats.

Light Equipment Operator - single and two drum stabilizers; front-end loaders under one cubic yard; a-frame truck when handling steel or pipe; finishing machines (concrete); power subgrades; two tractors (crawler-type); one drum hoist under forty vertical feet; fireman; concrete spreader; pugmill; bituminous distributor on surface treatment and equivalent equipment; bull floats and equivalent equipment; job greaseman; unit operator; work boats not requiring licensed operators; inboard and outboard motored crew boats; concrete mixer under one yard; spray curing machines; rollers on subgrade; one air compressor over 125 cubic feet; form graders; asphalt finisher screedman; pump over four inches; scale operators; crusher; concrete jointing machines; concrete saw; tack machines and equivalent equipment; pump crete; electric elevator (inside); oiler drivers; farm-type, rubber-tired tractors with attachments except backhoes; kolum buff and similar equipment; forklifts, 10-ton capacity and under; mechanic helper; batch plant operator; oiler on crane using air to drive piles; and fireman operating steam valve.

-----  
ENGI0406-008 07/01/2010

ASCENSION, EAST BATON ROUGE, EAST FELICIANA, IBERIA, IBERVILLE,  
LAFAYETTE, LIVINGSTON, POINTE COUPEE, ST. HELENA, ST. MARTIN,  
TANGIPAHOA, VERMILION, WASHINGTON, WEST BATON ROUGE, and WEST  
FELICIANA PARISHES

	Rates	Fringes
Power Equipment Operators		
Heavy Equipment Operator....\$ 23.00		6.95
Light Equipment Operator....\$ 20.53		6.95
Oiler.....\$ 17.36		6.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

Heavy Equipment Operator - crane, all types; derricks; deck winches (2); hi-ho and similar type equipment; three drum or more stabilizers; pulls, all types; concrete mixer on yard and over; all pavers; ditching or trenching machines (track type); mechanics and equipment welders; well point systems; hoist, two drums or more; hoist, one drum forty vertical feet or more; scrapers; bulldozers, rubber-tired or track, other than farm-type; scoopmobiles; motor patrol; gradall; rollers on hot mix; asphalt paving machines; front-end loaders other than farm-type; one cubic yard or over; shovels and backhoes, all types and equivalent equipment; piledriver; and side-boom cats.

Light Equipment Operator - single and two drum stabilizers; front-end loaders under one cubic yard; a-frame truck when handling steel or pipe; finishing machines (concrete); power subgrades; two tractors (crawler-type); one drum hoist under forty vertical feet; fireman; concrete spreader; pugmill; bituminous distributor on surface treatment and equivalent equipment; bull floats and equivalent equipment; job greaseman; unit operator; work boats not requiring licensed operators; inboard and outboard motored crew boats; concrete mixer under one yard; spray curing machines; rollers on subgrade; one air compressor over 125 cubic feet; form graders; asphalt finisher screedman; pump over four inches; scale operators; crusher; concrete jointing machines; concrete saw; tack machines and equivalent equipment; pump crete; electric elevator (inside); oiler drivers; farm-type, rubber-tired tractors with attachments except backhoes; kolum buff and similar equipment; forklifts, 10-ton capacity and under; mechanic helper; batch plant operator; oiler on crane using air to drive piles; and fireman operating steam valve.

-----  
ENGI0406-009 07/01/2010

ASCENSION, LAFOURCHE, PLAQUEMINES, ST. JAMES, ST. MARY, and  
TERREBONNE PARISHES

	Rates	Fringes
Power Equipment Operators		
Heavy Equipment Operator....\$	21.76	6.95
Light Equipment Operator....\$	17.14	6.95
Oiler.....\$	13.99	6.95
Unit Operator.....\$	17.25	6.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

Heavy Equipment Operator - crane, all types; derricks; deck winches (2); hi-ho and similar type equipment; three drum or more stabilizers; pulls, all types; concrete mixer on yard and over; all pavers; ditching or trenching machines (track type); mechanics and equipment welders; well point systems; hoist, two drums or more; hoist, one drum forty vertical feet or more; scrapers; bulldozers, rubber-tired or track, other than farm-type; scoopmobiles; motor patrol; gradall; rollers on hot mix; asphalt paving machines; front-end loaders other than farm-type; one cubic yard or over; shovels and backhoes, all types and equivalent equipment; piledriver; and side-boom cats.

Light Equipment Operator - single and two drum stabilizers; front-end loaders under one cubic yard; a-frame truck when handling steel or pipe; finishing machines (concrete); power subgrades; two tractors (crawler-type); one drum hoist under forty vertical feet; fireman; concrete spreader; pugmill; bituminous distributor on surface treatment and equivalent equipment; bull floats and equivalent equipment; job greaseman; unit operator; work boats not requiring licensed operators; inboard and outboard motored crew boats; concrete mixer under one yard; spray curing machines; rollers on subgrade; one air compressor over 125 cubic feet; form graders; asphalt finisher screedman; pump over four inches; scale operators; crusher; concrete jointing machines; concrete saw; tack machines and equivalent equipment; pump crete; electric elevator (inside); oiler drivers; farm-type, rubber-tired tractors with attachments except backhoes; kolum buff and similar equipment; forklifts, 10-ton capacity and under; mechanic helper; batch plant operator; oiler on crane using air to drive piles; and fireman operating steam valve.

Unit Operator - minor equipment such as pumps, air compressors, welding machines, light plants, well point systems, etc.

-----  
IRON0058-002 06/01/2010

PLAQUEMINES PARISH, LAFOURCHE, LIVINGSTON, ST. JAMES, TANGIPAHOA, TERREBONNE, and WASHINGTON PARISHES (West of a straight line drawn from the Louisiana-Mississippi border, east of the city limits of Warrenton, Louisiana, southwest through Hammond, Louisiana to the Gulf of Mexico)

	Rates	Fringes
IRONWORKER.....	\$ 19.85	7.67

-----  
 IRON0623-002 06/01/2010

ASCENSION, ASSUMPTION, AVOYELLES, EAST BATON ROUGE, EAST FELICIANA, IBERIA, IBERVILLE, POINTE COUPEE, ST. HELENA, ST. MARTIN, ST. MARY, WEST BATON ROUGE, AND WEST FELICIANA PARISHES;

ACADIA, EVANGELINE, LAFAYETTE, ST. LANDRY, AND VERMILION PARISHES (East of a line drawn from the meeting point of the boundaries of the Parishes of Avoyelles, Evangeline and Rapides, southeast along the western city limits of Abbeville to the Gulf of Mexico);

CATAHOULA, CONCORDIA, AND LA SALLE PARISHES (South of a line drawn from Natchez through the city of Cottonport to the Rapides Parish line, then west along the southern border of Rapides Parish);

LAFOURCHE, TANGIPAHOA, TERREBONNE, AND WASHINGTON PARISHES (West of a straight line drawn from the Louisiana-Mississippi border, west of the city limits of Warrenton, southwest through Hammond to the Gulf of Mexico);

LIVINGSTON AND ST. JAMES PARISHES (West of a straight line drawn from the Louisiana-Mississippi border, west of the city limits of Warrenton, southwest through Hammond to the Gulf of Mexico):

	Rates	Fringes
IRONWORKER.....	\$ 19.91	7.32

-----  
 IRON0623-008 06/01/2010

BOSSIER, CADDO, DE SOTO, RED RIVER, & WEBSTER PARISHES AND BIENVILLE, CLAIBORNE, NATCHITOCHE, & WINN PARISHES (West of a line drawn directly south from the Arkansas-Louisiana border through the cities of Arcadia and Cloutierville); SABINE PARISH (North of a line drawn from the Natchitoches Parish boundary west through the city of Peason to the Texas-Louisiana border):

	Rates	Fringes
IRONWORKER.....	\$ 19.91	7.32

-----  
 IRON0623-011 06/01/2010

ALLEN, BEAUREGARD, CALCASIEU, CALDWELL, CAMERON, EAST CARROLL, FRANKLIN, GRANT, JACKSON, JEFFERSON DAVIS, LINCOLN, MOREHOUSE, OUACHITA, RAPIDES, RICHLAND, TENSAS, UNION, VERNON, AND WEST CARROLL PARISHES; ACADIA, EVANGELINE, LAFAYETTE, ST. LANDRY,

AND VERMILION PARISHES (Southwest of Rapides Parish & west of a line south of the westernmost border between Rapides & Evangeline); BIENVILLE, CLAIBORNE, NATCHITOCHEs, AND WINN PARISHES (East of a line drawn directly south from the Arkansas-Louisiana border through the cities of Arcadia & Cloutierville); CATAHOULA, CONCORDIA, AND LA SALLE PARISHES (North of a line drawn from Natchez through the city of Cottonport to the Rapides Parish line); and MADISON PARISH (Except the cities of Mound, Delta & adjacent areas)

	Rates	Fringes
IRONWORKER.....	\$ 19.91	7.32
-----		
IRON0623-014 06/01/2010		

MADISON PARISH (Cities of Mound & Delta & Adjacent Areas)

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 19.80	7.43
-----		
LABO0207-003 07/01/2006		

ALLEN, BEAUREGARD, CALCASIEU, CAMERON, JEFFERSON DAVIS, AND VERNON PARISHES

	Rates	Fringes
LABORER.....	\$ 12.79	1.73
-----		
LABO0689-001 07/01/2006		

LAFOURCHE, PLAQUEMINES, ST. JAMES, TERREBONNE, AND WASHINGTON PARISHES

	Rates	Fringes
LABORER		
Lafourche and Plaquemines		
Parishes.....	\$ 11.19	1.73
St. James and Washington		
Parishes.....	\$ 10.00	1.73
Terrebonne Parish.....	\$ 12.79	1.73
-----		
LABO0692-002 05/01/2005		

BIENVILLE, BOSSIER, CADDO, CLAIBORNE, DE SOTO, RED RIVER, SABINE, AND WEBSTER PARISHES

	Rates	Fringes
LABORER.....	\$ 12.00	2.10

-----  
LABO0762-002 01/01/2005

ACADIA, AVOYELLES, CALDWELL, CATAHOULA, CONCORDIA, EAST  
CARROLL, EVANGELINE, GRANT, IBERIA, JACKSON, LA SALLE,  
LAFAYETTE, LINCOLN, MADISON, MOREHOUSE, NATCHITOCHEs, OUACHITA,  
RAPIDES, RICHLAND, ST. LANDRY, ST. MARTIN, ST. MARY, TENSAS,  
UNION, VERMILION, WEST CARROLL, AND WINN PARISHES

	Rates	Fringes
LABORER.....	\$ 11.00	3.50

-----

LABO1177-002 09/01/2005

ASCENSION, EAST BATON ROUGE, EAST FELICIANA, IBERVILLE,  
LIVINGSTON, POINTE COUPEE, ST. HELENA, WEST BATON ROUGE and  
WEST FELICIANA PARISHES; ASSUMPTION PARISH (North of a line  
drawn from the southern limits of the town of St. James in St.  
James Parish to the northern limits of the town of  
Napoleonville in Assumption Parish and then directly west to  
the parish line); ST. JAMES PARISH (Excluding portion on the  
west bank to and including the town of Vacherie); TANGIPAHOA  
PARISH (South and west of a line running from the western  
parish line to a point directly east, which touches the  
northern limits of the town of Independence, then directly  
south to Lake Pontchartrain):

	Rates	Fringes
LABORER.....	\$ 15.00	2.77

-----

PAIN1244-007 04/01/2005

NEW ORLEANS AREA - ASCENSION, ASSUMPTION, CONCORDIA, EAST BATON  
ROUGE, EAST FELICIANA, IBERIA, IBERVILLE, LAFAYETTE, LAFOURCHE,  
LIVINGSTON, PLAQUEMINES, POINTE COUPEE, ST. HELENA, ST. JAMES,  
ST. LANDRY, ST. MARTIN, ST. MARY, TANGIPAHOA, TERREBONNE,  
VERMILION, WASHINGTON, WEST BATON ROUGE, AND WEST FELICIANA  
PARISHES

	Rates	Fringes
PAINTER.....	\$ 15.88	4.32

-----

PAIN1244-008 09/01/2003

LAKE CHARLES AREA - ACADIA, ALLEN, BEAUREGARD, CALCASIEU,  
CAMERON, EVANGELINE, AND JEFFERSON DAVIS PARISHES

	Rates	Fringes
PAINTER.....	\$ 15.00	3.17

-----  
PAIN1244-009 02/01/2004

SHREVEPORT AREA - AVOYELLES, BIENVILLE, BOSSIER, CADDO,  
CALDWELL, CATAHOULA, CLAIBORNE, DE SOTO, EAST CARROLL,  
FRANKLIN, GRANT, JACKSON, LA SALLE, LINCOLN, MADISON,  
MOREHOUSE, NATCHITOCHEs, OUACHITA, RAPIDES, RED RIVER,  
RICHLAND, SABINE, TENSAS, UNION, VERNON, WEBSTER, WEST CARROLL,  
AND WINN PARISHES

	Rates	Fringes
PAINTER.....	\$ 13.50	2.65

-----

PLAS0487-003 04/01/2004

ALLEN, AVOYELLES, BEAUREGARD, BIENVILLE, BOSSIER, CADDO,  
CALCASIEU, CALDWELL, CAMERON, CATAHOULA, CLAIBORNE, CONCORDIA,  
DE SOTO, EAST CARROLL, EVANGELINE, FRANKLIN, GRANT, JACKSON,  
JEFFERSON DAVIS, LA SALLE, LINCOLN, MADISON, MOREHOUSE,  
NATCHITOCHEs, OUACHITA, RAPIDES, RED RIVER, RICHLAND, SABINE,  
TENSAS, UNION, VERNON, WEBSTER, WEST CARROLL, AND WINN PARISHES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 13.42	0.00

-----

PLAS0812-002 06/01/2004

ACADIA, ASCENSION, ASSUMPTION, EAST BATON ROUGE, EAST  
FELICIANA, IBERIA, IBERVILLE, LAFAYETTE, LAFOURCHE, LIVINGSTON,  
PLAQUEMINES, POINTE COUPEE, ST. HELENA, ST. JAMES, ST. LANDRY,  
ST. MARTIN, ST. MARY, TANGIPAHOA, TERREBONNE, VERMILION,  
WASHINGTON, WEST BATON ROUGE, AND WEST FELICIANA PARISHES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 21.85	0.00

-----

PLUM0060-004 12/01/2010

LAFOURCHE, PLAQUEMINES, ST. JAMES (Southeastern Portion),  
TANGIPAHOA (Cities of Robert, Hammond, Ponchatoula, Tickfaw,  
Baptist & Pumpkin Center) TERREBONNE, and WASHINGTON PARISHES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 25.77	9.78

-----

PLUM0106-004 06/01/2011

ACADIA. ALLEN. BEAUREGARD. CALCASIEU. CAMERON. IBERIA (West of

-----, -----, -----, -----, -----, -----  
Hwy 31 and Hwy 83), JEFFERSON DAVIS, LAFAYETTE, ST. LANDRY, ST.  
MARTIN (West of Hwy #31 and Hwy 83), and VERMILION PARISHES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 24.00	11.65

-----  
PLUM0141-002 08/01/2010

BIENVILLE, BOSSIER, CADDO, CLAIBORNE, DE SOTO, RED RIVER,  
SABINE & WEBSTER PARISHES; NATCHITOCHEs, and VERNON PARISHES  
(Northwest of a line drawn from Natchitoches to Anacoco  
through Bellwood & north of Hwy #111 between Anacoco &  
Haddens); and WINN PARISH (West of a line drawn from Winnfield  
to the junction of the Parish boundaries of Winn, Bienville &  
Jackson)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 24.52	10.43

-----  
PLUM0198-003 07/01/2011

ASCENSION, ASSUMPTION, EAST BATON ROUGE, EAST FELICIANA, IBERIA  
(East of Hwy 31 & Hwy 83), IBERVILLE, LIVINGSTON, POINTE  
COUPEE, ST. HELENA, ST. JAMES (Northwestern Portion), ST.  
MARTIN (East of Hwy 31 & Hwy 83), ST. MARY, TANGIPAHOA  
(Excluding Cities of Robert, Hammond, Ponchatoula, Tickfaw,  
Baptist & Pumpkin Center), WEST BATON ROUGE, and WEST FELICIANA  
PARISHES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 24.09	9.68

-----  
PLUM0247-002 05/01/2011

AVOYELLES, CATAHOULA, CONCORDIA, GRANT, LA SALLE, NATCHITOCHEs  
(City limits of Natchitoches, Hwy #6 to Hagedwood & Hwy #117),  
RAPIDES, and VERNON (Ft. Polk & Hwy #117, south to Leesville)  
PARISHES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 24.30	8.60

-----  
\* PLUM0659-001 07/01/2011

CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MADISON,  
MOREHOUSE, OUACHITA, RICHLAND, TENSAS, UNION, WEST CARROLL, AND  
WINN (North of Hwy #84) PARISHES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 23.10	8.45
-----		
ROOF0123-002 10/01/2006		

ALLEN, ASSUMPTION, BEAUREGARD, BIENVILLE, BOSSIER, CADDO, CALCASIEU, CALDWELL, CAMERON, CATAHOULA, CLAIBORNE, CONCORDIA, DE SOTO, EAST CARROLL, EVANGELINE, FRANKLIN, GRANT, JACKSON, JEFFERSON DAVIS, LAFOURCHE, LASALLE, LINCOLN, MADISON, MOREHOUSE, NATCHITOCHEs, OUACHITA, PLAQUEMINES, RAPIDES, RED RIVER, RICHLAND, SABINE, ST. JAMES, ST. MARTIN (Southern Portion), ST. MARY, TENSAS, TERREBONNE, UNION, VERMILION, VERNON, WASHINGTON, WEBSTER, WEST CARROLL, AND WINN PARISHES

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 17.72	5.31
-----		
ROOF0317-002 12/01/2010		

ACADIA, ASCENSION, AVOYELLES, EAST BATON ROUGE, EAST FELICIANA, IBERIA, IBERVILLE, LAFAYETTE, LIVINGSTON, POINTE COUPEE, ST. HELENA, ST. LANDRY, ST. MARTIN (Northern Portion), TANGIPAHOA, WEST BATON ROUGE, AND WEST FELICIANA PARISHES

	Rates	Fringes
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 19.12	5.40
-----		
TEAM0005-002 10/01/2003		

ACADIA, ASCENSION, ASSUMPTION, EAST BATON ROUGE, EAST FELICIANA, EVANGELINE, IBERIA, IBERVILLE, LAFAYETTE, LIVINGSTON, POINTE COUPEE, ST. HELENA, ST. JAMES, ST. LANDRY, ST. MARTIN, ST. MARY, TANGIPAHOA, VERMILION, WASHINGTON, WEST BATON ROUGE, AND WEST FELICIANA PARISHES

	Rates	Fringes
TRUCK DRIVER 3 Tons; up to but not including 5 tons.....	\$ 11.35	
5 Tons & over; including but not limited to Winch, Dempsey, Dumpster, Lowboy, Semi-Trailer, Euclid, Tournapull & Similar Equipment Used for		

Equipment used for

Transporting Material.....\$ 11.52  
 Fuel.....\$ 11.35  
 Larger trucks to carry  
 capacity of rear axles  
 50,000 lbs. & over.....\$ 11.65  
 Over 1 ton; up to but not  
 including 3 tons.....\$ 11.23  
 Pickup.....\$ 10.98  
 Winch with "A" frame when  
 used for transporting  
 material.....\$ 11.48

-----  
TEAM0270-001 11/01/2003

LAFOURCHE, PLAQUEMINES, AND TERREBONNE PARISHES

	Rates	Fringes
--	-------	---------

TRUCK DRIVER

1 1/2 Tons up to but not including 3 tons.....	\$ 12.70	
3 Tons up to but not including 5 tons.....	\$ 12.75	
5 Tons & over.....	\$ 13.01	
Up to 1 1/2 tons.....	\$ 12.59	

-----  
TEAM0568-002 11/01/2003

ALLEN, AVOYELLES, BEAUREGARD, BIENVILLE, BOSSIER, CADDO,  
CALCASIEU, CALDWELL, CAMERON, CATAHOULA, CLAIBORNE, CONCORDIA,  
DE SOTO, EAST CARROLL, FRANKLIN, GRANT, JACKSON, JEFFERSON  
DAVIS, LA SALLE, LINCOLN, MADISON, MOREHOUSE, NATCHITOCHE,  
OUACHITA, RAPIDES, RED RIVER, RICHLAND, SABINE, TENSAS, UNION,  
VERNON, WEBSTER, WEST CARROLL, AND WINN PARISHES

	Rates	Fringes
--	-------	---------

TRUCK DRIVER

GROUP 1.....	\$ 9.87	
GROUP 2.....	\$ 9.95	
GROUP 3.....	\$ 10.20	
GROUP 4.....	\$ 10.35	
GROUP 5.....	\$ 10.50	
GROUP 6.....	\$ 10.70	
GROUP 7.....	\$ 11.05	

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1 - Pickup; Spotter & Dumper of Dirt, Gravel, etc.

GROUP 2 - Stake Body; Flatbed

GROUP 3 - Single Axle Dump & Water Truck; Transit Mix, up to  
& including 3 yds.

GROUP 4 - Tandem Axle Dump, Batch & Water Truck over 3 tons:

GROUP 4 - Tandem Axle Dump, Batch & Water Truck Over 3 Cons,  
Pickup with Trailer

GROUP 5 - Miss. Wagon, Float, Tractor Trailer; Rubber Tired  
Tractor & Wobble Wheels

GROUP 6 - Euclid; Lowboy; Dempsey Dumpster; Koehring Dump; 5  
Axle Truck; Transit Mix Over 3 yds.

GROUP 7 - Forklift

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

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

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

-----  
WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

200 CONSTITUTION AVENUE, N.W.

Washington, DC 20210

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

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

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

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

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

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

=====

END OF GENERAL DECISION



FOOTNOTE: Fourteen paid vacation days and eight paid holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day & Christmas Day provided the employee has one year of service.

-----

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

=====

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

-----

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

-----

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

General Decision Number: LA100016 07/22/2011 LA16

Superseded General Decision Number: LA20080016

State: Louisiana

Construction Type: Heavy Industrial

Counties: Acadia, Ascension, Bossier, Caddo, Calcasieu, East Baton Rouge, Jefferson, Lafayette, Lafourche, Livingston, Orleans, Ouachita, Plaquemines, Rapides, St Bernard, St Charles, St James, St John the Baptist, St Landry, St Martin, St Tammany, Terrebonne and Webster Counties in Louisiana.

HEAVY CONSTRUCTION PROJECTS (Industrial, Processing Plants, and Refineries)

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	05/21/2010
3	06/04/2010
4	07/02/2010
5	07/23/2010
6	08/13/2010
7	08/27/2010
8	09/03/2010
9	09/10/2010
10	11/12/2010
11	12/03/2010
12	01/21/2011
13	02/11/2011
14	03/18/2011
15	05/13/2011
16	06/17/2011
17	07/01/2011
18	07/22/2011

BOIL0037-001 01/01/2011

Acadia, Bossier, Caddo, Calcasieu, Jefferson, Lafayette, Lafourche, Orleans, Plaquemines, Rapides, St Bernard, St Charles, St James, St John the Baptist, St Landry, St Martin, St Tammany, Terrebonne, and Webster Parishes

	Rates	Fringes
BOILERMAKER.....	\$ 25.73	17.62
-----		

BOIL0582-001 01/01/2011

ASCENSION, EAST BATON ROUGE, LIVINGSTON, AND OUACHITA PARISHES

Rates	Fringes
-------	---------

BOILERMAKER.....\$ 25.73 16.12

-----  
CARP0720-001 07/01/2006

ASCENSION, EAST BATON ROUGE, LIVINGSTON, AND ST. JAMES (North  
of the Mississippi River) PARISHES

Rates Fringes

MILLWRIGHT.....\$ 27.39 3.21

-----  
CARP0764-001 07/01/2006

BOSSIER, CADDO, OUACHITA, WEBSTER, AND RAPIDES PARISHES

Rates Fringes

CARPENTER (including drywall  
hanging/framing, metal studs,  
and formsetting/formbuilding)....\$ 17.25 5.02  
MILLWRIGHT.....\$ 20.50 5.02

-----  
CARP1075-001 01/01/2011

CALCASIEU PARISH

Rates Fringes

CARPENTER (including drywall  
hanging/framing, metal studs,  
and formsetting/formbuilding)....\$ 23.26 5.00

-----  
CARP1075-006 01/01/2011

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

Rates Fringes

CARPENTER (including drywall  
hanging/framing, metal studs,  
and formsetting/formbuilding)....\$ 23.26 5.00

-----  
CARP1098-001 01/01/2010

ASCENSION, EAST BATON ROUGE, LIVINGSTON, AND ST. JAMES (North  
of the Mississippi River) PARISHES

Rates Fringes

CARPENTER (including drywall  
hanging/framing, metal studs,  
and formsetting/formbuilding)....\$ 24.25 7.29

-----  
\* CARP1846-003 07/01/2011

JEFFERSON, LAFOURCHE, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES (South of the Mississippi River), ST. JOHN THE BAPTIST, ST. TAMMANY, and TERREBONNE PARISHES

	Rates	Fringes
CARPENTER (including drywall hanging/framing, metal studs, and formsetting/formbuilding).....	\$ 21.81	7.35
MILLWRIGHT.....	\$ 21.56	6.85

-----  
ELEC0130-004 06/01/2011

JEFFERSON, LAFOURCHE, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES, ST. JOHN THE BAPTIST, ST. MARTIN (Southern Portion), AND TERREBONNE PARISHES

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 26.75	9.19

-----  
ELEC0194-008 03/04/2010

BOSSIER, CADDO, and WEBSTER PARISHES

	Rates	Fringes
ELECTRICIAN (including low voltage wiring) Lineman and Heavy Equipment Operator.....	\$ 24.50	8.74

-----  
ELEC0446-005 03/01/2011

OUACHITA PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 20.60	1%+8.81

-----  
ELEC0576-007 03/01/2011

RAPIDES PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 23.50	5.70

-----  
\* ELEC0861-007 07/01/2011

ACADIA, CALCASIEU, LAFAYETTE, AND ST. MARTIN (Northern Portion)

PARISHES

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 23.70	1%+9.94
-----		
ELEC0995-007 01/01/2011		

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

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 22.68	8.41
-----		
ELEC1077-004 09/01/2010		

ST. TAMMANY PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 21.50	6.74
-----		
ENGI0406-016 07/01/2010		

	Rates	Fringes
Power equipment operators: (Acadia, Bossier, Caddo, Calcasieu, Lafayette, Ouachita, Rapides, St. Landry, St. Martin, and Webster Parishes)		
Crane, 50 to 150 tons.....	\$ 25.15	7.95
Crane, below 50 tons.....	\$ 24.90	7.95
Crane, over 150 tons.....	\$ 25.40	7.95
Power equipment operators: (Ascension, Livingston, and St. James Parishes)		
Crane, 50 to 150 tons.....	\$ 25.15	7.95
Crane, below 50 tons.....	\$ 24.65	7.95
Crane, over 150 tons.....	\$ 26.15	7.95
Power equipment operators: (Lafourche, St. Bernard, St. Charles, St. John the Baptist, St. Tammany, and Terrebonne Parishes)		
Crane, 50 to 150 tons.....	\$ 25.15	7.95
Crane, below 50 tons.....	\$ 24.65	7.95
Crane, over 150 tons.....	\$ 26.15	7.95
Power Equipment Operators (East and West Baton Rouge)		
Crane, 50 to 150 tons.....	\$ 25.15	7.95
Crane, below 50 tons.....	\$ 24.65	7.95

Crane, over 150 tons.....	\$ 26.15	7.95
Power equipment operators: (Orleans, Jefferson, Plaquemines)		
Crane, 50 to 150 tons.....	\$ 25.15	7.95
Crane, below 50 tons.....	\$ 24.65	7.95
Crane, over 150 tons.....	\$ 26.15	7.95

-----  
IRON0058-005 06/01/2010

JEFFERSON, LAFOURCHE, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES (Southeastern Portion), ST. JOHN THE BAPTIST, ST. TAMMANY, and TERREBONNE PARISHES

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 19.85	7.67

-----  
IRON0623-004 06/01/2010

ASCENSION, EAST BATON ROUGE, LAFAYETTE (Eastern Portion), LIVINGSTON, ST. JAMES (Northwestern Portion), ST. LANDRY, and ST. MARTIN PARISH

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 19.91	7.32

-----  
IRON0623-009 06/01/2010

BOSSIER, CADDO, AND WEBSTER PARISHES

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 19.91	7.32

-----  
IRON0623-013 06/01/2010

ACADIA, CALCASIEU, LAFAYETTE (Western Portion), OUACHITA, AND RAPIDES PARISHES

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 19.91	7.32

-----  
LABO0207-004 07/01/2006

CALCASIEU PARISH

Rates	Fringes
-------	---------

Laborer, common.....\$ 12.79 1.73

LABO0689-002 07/01/2006

JEFFERSON, LAFOURCHE, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES, ST. JOHN THE BAPTIST, ST. TAMMANY, AND TERREBONNE PARISHES

Rates Fringes

Laborer, common
Jefferson, Orleans, St. Bernard, and Terrebonne Parishes.....\$ 12.79 1.73
Lafourche, Plaquemines, St. Charles, and St. John the Baptist Parishes.....\$ 11.19 1.73
St. James and St. Tammany Parishes.....\$ 10.00 1.73

LABO0692-001 05/01/2005

BOSSIER, CADDO, AND WEBSTER PARISHES

Rates Fringes

Laborer, common.....\$ 12.00 2.10

LABO0762-001 01/01/2005

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

Rates Fringes

Laborer, common.....\$ 11.00 3.50

LABO1177-001 09/01/2005

ASCENSION, EAST BATON ROUGE, AND LIVINGSTON PARISHES

Rates Fringes

Laborer, common.....\$ 15.00 2.77

PAIN1244-003 04/01/2005

NEW ORLEANS AREA - ASCENSION, EAST BATON ROUGE, JEFFERSON, LAFAYETTE, LAFOURCHE, LIVINGSTON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES, ST. JOHN THE BAPTIST, ST. LANDRY, ST. MARTIN, ST. TAMMANY, AND TERREBONNE PARISHES

Rates Fringes

PAINTER (brush, roller,  
spray, and sandblaster).....\$ 15.88 4.32

-----  
PAIN1244-004 09/01/2003

LAKE CHARLES AREA - ACADIA AND CALCASIEU PARISHES

	Rates	Fringes
PAINTER (brush, roller, spray, and sandblaster).....\$ 15.00		3.17

-----  
PAIN1244-005 02/01/2004

SHREVEPORT AREA - BOSSIER, CADDO, OUACHITA, RAPIDES, AND  
WEBSTER PARISHES

	Rates	Fringes
PAINTER (brush, roller, spray, and sandblaster).....\$ 13.50		2.65

-----  
PLUM0060-001 12/01/2010

JEFFERSON, LAFOURCHE, ORLEANS, PLAQUEMINES, ST. BERNARD, ST.  
CHARLES, ST. JAMES (Southeastern Portion), ST. JOHN THE  
BAPTIST, ST. TAMMANY, AND TERREBONNE PARISHES

	Rates	Fringes
PIPEFITTER (excluding HVAC pipe).....\$ 25.77		9.78
PLUMBER (including HVAC pipe and setting system).....\$ 25.77		9.78

-----  
PLUM0106-001 06/01/2011

ACADIA, CALCASIEU, LAFAYETTE, ST. LANDRY, and ST. MARTIN  
(Western Portion) PARISHES

	Rates	Fringes
PLUMBER/PIPEFITTER (including HVAC pipe and setting system)....\$ 24.00		11.65

-----  
PLUM0141-001 08/01/2010

BOSSIER, CADDO, and WEBSTER PARISHES

	Rates	Fringes
PLUMBER/PIPEFITTER (including HVAC pipe and setting system)....\$ 24.52		10.43

-----  
PLUM0198-001 07/01/2011

ASCENSION, EAST BATON ROUGE, LIVINGSTON, ST. JAMES  
(Northwestern Portion), AND ST. MARTIN (Eastern Portion)  
PARISHES

	Rates	Fringes
PLUMBER/PIPEFITTER (including HVAC pipe and setting system)....\$	24.09	9.68

-----

PLUM0247-001 05/01/2011

RAPIDES PARISH

	Rates	Fringes
PLUMBER/PIPEFITTER (including HVAC pipe and setting system)....\$	24.30	8.60

-----

\* PLUM0659-003 07/01/2011

OUACHITA PARISH

	Rates	Fringes
PLUMBER/PIPEFITTER (including HVAC pipe and setting system)....\$	23.10	8.45

-----

SULA2004-005 05/19/2004

	Rates	Fringes
Cement Mason/Concrete Finisher...\$	16.89	2.45
Power Equipment Operator Oiler.....\$	11.16	3.09

-----

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

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

-----

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

-----  
WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

**APPENDIX C**

**BA-42 LANDRIGHTS MEMORANDUM**

June 28, 2011

Memorandum

To: Andrew Beall, CED Project Manager  
From: Joyce M. Montgomery, CRD Land Specialist III  
RE: Landrights Completion  
Lake Hermitage Marsh Creation Project BA-42

The CRD Land Section has completed all landrights necessary to proceed to construction contracting on the above referenced project. The following information is being transmitted via this memorandum, or has already been forwarded to you under separate memorandum:

<input checked="" type="checkbox"/> <i>Servitude Agreement(s)</i>	<input type="checkbox"/> <i>Mineral Operations Agreement(s)</i>
<input checked="" type="checkbox"/> <i>Pipeline Agreement(s)</i>	<input checked="" type="checkbox"/> <i>Grant of Particular Use</i>
<input type="checkbox"/> <i>Oil/Gas Operator Agreement(s)</i>	<input checked="" type="checkbox"/> <i>State Land Office Letter of No Objection</i>
<input type="checkbox"/> <i>Memorandum(s) of Agreement</i>	<input type="checkbox"/> <i>Assignment of Rights to Federal Sponsor</i>
<input checked="" type="checkbox"/> <i>CWPPRA Section 303(e) approval</i>	<input checked="" type="checkbox"/> <i>Landrights Certification Letter</i>
<input type="checkbox"/> <i>Right(s) of Entry for Construction</i>	<input type="checkbox"/> <i>Surface Lease</i>

Please note the following information that will need to be included in the contract specifications and/or for future monitoring, operations and maintenance site visits:

**I. BRADISH JOHNSON COMPANY, LTD: expires June 30, 2044**

***Sections 14 (LESS NW/4 of the NW/4), 15, 16, 17, 18, 19, and 20, T18S-R26E;  
and all of Fractional Section 25, T17S - R26E, all in Plaquemines Parish,  
Louisiana.***

- a. The right to plant or cause the growth of vegetation in, on, over, and across said Lands, including the right to nourish, replenish and maintain said vegetation;
- b. The right to plug, close, or fill selected channels, canals, ditches, streams, or waterbodies located on said Lands;
- c. The right to deposit dredged sediment and/or fill material on, over, and across said Lands by either natural or mechanical means, including the right to alter land and/or water contours and undertake management practices to enhance or extend the beneficial use of dredged material or sediment deposition for wetland creation, restoration and enhancement;
- d. The right to construct and maintain fencing material to encourage the deposition of sand/sediment on said Lands;

- e. The right to relocate, alter, replace or remove appropriate pipelines, utility lines, facilities or other structures in, on, under, and across said Lands;
- f. The right to post warning signs or notices on or near appropriate Project features on said Lands, as may be deemed necessary by STATE;
- g. The right to alter or remove structures and/or appurtenances constructed on said Lands by STATE pursuant to the Projects;
- h. The right to enter said Lands for the purpose(s) of conducting surveys, inspections and investigations required by STATE to evaluate the effectiveness of the Projects and Project features, including maintaining/improving wetland and/or restored land quantity and quality;
- i. The right to enter and traverse said Lands to access Project features located on adjacent Lands;
- j. The right to make modifications to the above, but only insofar as changes pertain to materials for Project features and minor changes to project feature locations, as may be deemed necessary by STATE to fully and properly implement and maintain the Projects.
- k. The right to locate a slurry pipeline across said Lands to transport sediments from the Mississippi River to the marsh creation sites as shown on Exhibit A.

## **II. DEFELICE LAND COMPANY, L.L.C.: expires June 9, 2044**

*All of Sections 23, 24, 26, 27, and 28, T17S-R26E, all of Sections 11, 13, and 47, and the NW/4 of Section 14, T18S-R26E, Plaquemines Parish, Louisiana.*

- a. The right to plant or cause the growth of vegetation in, on, over, and across said Lands, including the right to nourish, replenish and maintain said vegetation;
- b. The right to plug, close, or fill selected channels, canals, ditches, streams, or waterbodies located on said Lands;
- c. The right to deposit dredged sediment and/or fill material on, over, and across said Lands by either natural or mechanical means, including the right to alter land and/or water contours and undertake management practices to enhance or extend the beneficial use of dredged material or sediment deposition for wetland creation, restoration and enhancement;
- d. The right to construct and maintain fencing material to encourage the deposition of sand/sediment on said Lands;

- e. The right to relocate, alter, replace or remove appropriate pipelines, utility lines, facilities or other structures in, on, under, and across said Lands;
- f. The right to post warning signs or notices on or near appropriate Project features on said Lands, as may be deemed necessary by STATE;
- g. The right to alter or remove structures and/or appurtenances constructed on said Lands by STATE pursuant to the Project;
- h. The right to enter said Lands for the purpose(s) of conducting surveys, inspections and investigations required by STATE to evaluate the effectiveness of the Project and Project features, including maintaining/improving wetland and/or restored land quantity and quality;
- i. The right to enter and traverse said Lands to access Project features located on adjacent Lands;
- j. The right to make modifications to the above, but only insofar as changes pertain to materials for Project features and minor changes to project feature locations, as may be deemed necessary by STATE to fully and properly implement and maintain the Project.

### III. PLAQUEMINES PARISH GOVERNMENT: perpetual

#### *Tract 1:*

*Those Portions of Sections 4 & 5, T17S-R26E, Plaquemines Parish, Louisiana acquired by Plaquemines Parish Commission Council through sale from Occidental Petroleum Corporation dated August 16, 1972, recorded November 30, 1972, at COB 386, Folio 531, Entry 86, of the Clerk of Court records of Plaquemines Parish, Louisiana, and*

#### *Tract 2:*

#### JEFFERSON CANAL PARCEL

*Commence at the NGS Monument S 393, said point having a NAD 83 coordinate of N: 397,299.06, E: 3,758,442.18; thence proceed S58°01'41"E a distance of 9,542.31 feet to the point of beginning, A; thence proceed S62°05'36"E a distance of 230.90 feet to a point, B; thence proceed S49°21'07"W a distance of 153.44 feet to a point, C; thence proceed S24°21'23"W a distance of 502.18 feet to a point, D; thence proceed S23°43'19"W a distance of 494.78 feet to a point, E; thence proceed S26°00'51"W a distance of 500.46 feet to a point, F; thence proceed S30°09'15"W a distance of 502.77 feet to a point, G; thence proceed S23°29'47"W a distance of 499.42 feet to a point, H; thence proceed S24°55'02"W a distance of 499.49 feet to a point, I; thence proceed S24°22'24"W a distance of 502.17 feet to a point, J; thence proceed*

*S23°38'02"W a distance of 502.38 feet to a point, K; thence proceed  
 S27°39'17"W a distance of 396.45 feet to a point, L; thence proceed  
 S09°41'25"W a distance of 176.91 feet to a point, M; thence proceed  
 S42°00'13"W a distance of 214.38 feet to a point, N; thence proceed  
 S34°16'28"W a distance of 227.17 feet to a point, O; thence proceed  
 S28°46'34"W a distance of 500.43 feet to a point, P; thence proceed  
 S39°08'28"W a distance of 489.93 feet to a point, Q; thence proceed  
 S49°48'34"W a distance of 431.65 feet to a point, R; thence proceed  
 N56°41'18"W a distance of 255.29 feet to a point, S; thence proceed  
 N54°48'56"E a distance of 494.79 feet to a point, T; thence proceed  
 N43°52'35"E a distance of 426.59 feet to a point, U; thence proceed  
 N32°53'25"E a distance of 505.47 feet to a point, V; thence proceed  
 N21°15'39"E a distance of 363.88 feet to a point, W; thence proceed  
 N26°19'54"E a distance of 199.37 feet to a point, X; thence proceed  
 N25°06'09"E a distance of 438.03 feet to a point, Y; thence proceed  
 N25°53'45"E a distance of 501.34 feet to a point, Z; thence proceed  
 N25°37'55"E a distance of 499.87 feet to a point, AA; thence proceed  
 N25°28'42"E a distance of 496.38 feet to a point, BB; thence proceed  
 N24°52'38"E a distance of 500.86 feet to a point, CC; thence proceed  
 N24°19'03"E a distance of 500.99 feet to a point, DD; thence proceed  
 N25°39'08"E a distance of 502.08 feet to a point, EE; thence proceed  
 N24°43'22"E a distance of 499.44 feet to a point, FF; thence proceed  
 N27°19'33"E a distance of 447.91 feet to a point, GG; thence proceed  
 N32°08'17"E a distance of 198.52 feet the point of beginning, A; All of which  
 comprises Jefferson Canal Parcel as shown on the Jefferson Canal Boundary  
 Survey Plat – LDSP Marsh Creation Project, and contains an area of 1,256,706  
 square feet or 28.85 acres not including the Grand Bayou area that contains  
 49,731 square feet or 1.14 acres, Section 4, T17S-R26E & T18S-R26E, and  
 Section 5 T17S–R26E, as shown on Exhibit B. All in Plaquemines Parish,  
 Louisiana.*

- a. The right to permanently place a culvert under LA Hwy. 23 and under the utilities that run along the Hwy. 23; and
- b. The right to temporarily locate a dredge pipeline from the Mississippi River westward over the levee, through a culvert under the LA Hwy. 23, under the Plaquemines Parish waterline, under the Atmos Gas line, and across PPG Property shown on Exhibit A, but only under the condition that STATE obtains prior permission from any lessee and owner of said levee, LA Hwy. 23, the waterline, and the gas line, and further provided that STATE indemnifies and holds harmless PPG from and against all costs, expenses and damages of any type as a result of STATE's operations; and
- c. The right to construct, locate, maintain, and service required monitoring devices and equipment on PPG Property; and

- d. The right to post warning signs or notices on or near appropriate project features on PPG Property, as may be deemed necessary by STATE; and
- e. The right to alter or remove project features and/or appurtenances constructed on PPG Property by STATE pursuant to the Project(s); and
- f. The right to enter PPG Property for the purpose(s) of conducting surveys, inspections and investigations required by STATE to evaluate the effectiveness of the Project(s) and project features, including maintaining/improving wetland and/or restored land quantity and quality; and
- g. The right to enter and traverse PPG Property to access project features located on adjacent Lands; and
- h. The right to make modifications to the above, but only insofar as changes pertain to materials for Project features and minor changes to project feature locations, as may be deemed necessary by STATE to fully and properly implement and maintain the Project(s), but only with PPG's prior written consent; and
- i. The right to relocate, alter, replace, or remove appropriate pipelines, utility lines, facilities, or other structures in, on, under, and across said Lands.
- j. The right to modify, upgrade, and improve siphon structures, including adding pump or priming stations including housing for same, but only with PPG's prior written consent.
- k. The right to use PPG property at the Jefferson Canal for staging to fully and properly implement and maintain the Project(s).

#### **IV. Shell Pipeline Company LP expires June 26, 2036**

1. The STATE agrees not to unreasonably interfere with the rights of SPLC under the Pipeline Right-of-Way.
2. A minimum of forty-eight hours prior to commencing any activities across or within 25 feet of either side of SPLC's pipeline, STATE or its contractor will be responsible to notify Louisiana One Call at 811 or 1-800-272-3020 and SPLC's Houma, Maintenance Supervisor, Kevin Arceneaux, at telephone number 985-873-3429 (office) or 985-790-2868 (cell) so Mr. Arceneaux or his designated alternate can be present during the operations.
3. SPLC hereby consents to the construction of the Project pursuant to the plans and specifications.
4. SPLC agrees that, for ordinary inspection, maintenance and repair activities within the Pipeline Right-of-Way, no structures, improvements, constructions, and/or appurtenances constructed by the STATE pursuant to the Project shall be adjusted, removed and/or interfered with by SPLC or anyone holding rights by, through or under SPLC, without the prior

coordination and approval of the STATE, which approval shall not be unreasonably withheld or delayed.

5. SPLC agrees that, for emergency activities within the Pipeline Right-of-Way that necessitate immediate action, SPLC shall notify the State of such emergency as soon as possible, but no later than twenty-four (24) hours after SPLC is made aware of the event necessitating the action. Notice to the STATE may be given in person or by telephone to Rudy Simoneaux, Project Engineer, Phone 225-342-6750, P. O. Box 44027, Baton Rouge, LA 70804-4027.

6. STATE, its successors, assigns or transferees shall be responsible for repair or replacement of any damage to existing pipeline markers and/or signs, test leads, vent pipes, any other associated pipeline apparatus (including the bulkheads), any fences, roads, bridges, or other facilities located on said Lands which might be damaged by STATE, its successors, assigns or transferees.

7. SPLC agrees that, STATE has the right to post warning signs or notices on or near appropriate Project features on said Lands, as may be deemed necessary by STATE, so long as the signs or notices do not interfere with SPLC's ability to inspect and maintain its pipeline. The placement of any warning signs and notices is subject to the notification requirement contained in Item 2 above.

8. SPLC agrees that STATE has the right to enter said Lands for the purpose(s) of conducting surveys, inspections and investigations required by STATE to evaluate the effectiveness of the Project and Project features, including maintaining/improving wetland and/or restored land quantity and quality.

9. To the extent permitted by Louisiana law, STATE shall, indemnify, and hold harmless GRANTORS against and from all costs, expenses, claims, demands, penalties, suits, fines, and actions of any kind and nature arising from the Project and caused by the actions and fault of STATE or its agents, employees, contractors, successors, assigns and transferees, including any court costs and reasonable and actual litigation expenses and attorneys' fees. However, nothing herein shall be construed as indemnifying or holding GRANTORS or any third person not a party hereto harmless against its own fault or negligence or that of its agents, employees, contractors, successors, assigns and transferees. Should work on said Lands be performed via contract, STATE shall ensure that the contractor lists GRANTORS as additional insured on any policies carried by the contractor, including completed operations coverage. The STATE acknowledges, declares and stipulates that GRANTORS have provided this Agreement at no cost to the STATE under the provisions of La. R.S. 49:214.6.10 C, as amended by 2010 Acts No. 734. This clause shall survive the term of this agreement.

10. STATE acknowledges that La. R.S. 49:214.5.5 provides that no rights whatsoever shall be created in the public, whether such rights be in the nature of ownership, servitude or use, with respect to any private lands or waters utilized, enhanced, created, or otherwise affected by activities of any governmental agency, local, state, or federal, or any person contracting with same for the performance of any activities, funded in whole or in part, by expenditures from the Project. The STATE further agrees that in the event legal proceedings are instituted by any

person seeking recognition of a right of ownership, servitude, or use in or over private property solely on the basis of the expenditure of funds from the Coastal Protection and Restoration Fund or expenditure of federal funds, that the State shall indemnify and hold harmless the owner of such property for any costs, expense, or loss related to such proceeding, including court costs and attorney fees. To the extent permitted by La. R.S. 49:214.5.5, the servitude and right-of-way rights granted herein shall be considered real rights and covenants running with the land.

11. This Agreement shall become effective upon the date of the signature of STATE, and shall remain in effect for a term of twenty-five (25) years from the date that construction begins unless sooner released by STATE.

## V. STATE OF LOUISIANA

*Sections 4, 23, 24, 26, and 27, T17S-R26E; and Sections 13 and 14, T18S-R26E; all in Plaquemines Parish, Louisiana.*

1. The Owner hereby grants to Grantee an irrevocable right to enter and use, within the project footprint and limits, upon the State-owned seashore, State lands and State water bottoms within the areas described specifically in the attached Exhibit A.
2. This Grant of Particular Use is solely for the purposes of entry, construction (including, but not limited to, mining of dredge material), access, and survey work of the "Project", as particularly described within the project footprint and limits, and attached hereto as Exhibit A, including all appurtenances thereto and the underground appurtenances; reserving, however, to the Owner, its successors, and assigns all such rights and privileges as may be used without interfering with or abridging the rights herein granted; subject, however, to existing easements for public utilities, and pipelines.
3. This Grant of Particular Use includes the right of ingress and egress on other State-owned seashore, State lands and State water bottoms not described herein, provided such ingress and egress is necessary and not otherwise conveniently available to the Grantee, and provided that the Grantee gives sufficient notice to the Owner of the need for such ingress and egress.
4. All tools, equipment, and other property (excluding project features) taken upon or placed upon the State-owned seashore, State lands and State water bottoms by the Grantee or its contractor(s) shall remain the property of the Grantee or its contractor(s). All such tools, equipment, and other property shall be removed by the Grantee or its contractor(s) within sixty days of completion of the work.
5. The Grantee agrees to act in a reasonable manner in conducting its activities on the property covered by this Grant of Particular Use.
6. This Grant of Particular Use applies to officers and employees of the Grantee, and to its agents, representatives, and private contractors. This Grant of Particular Use obviates the necessity for the OCPR and/or its contractors, employees and assigns to acquire any other permits from the State Land Office in order to proceed with the work described herein.

The Grantee agrees to include the following paragraph to alert contractors that they must contact the State Land Office:

Pursuant to the Permits and Responsibilities clause, you are required to contact the Administrator of the State Land Office or his representative at (225) 342-4575, to notify the Office when construction will commence on the State-owned seashore, State lands and/or State water bottoms.

7. The State of Louisiana may own or claim and specifically reserves the right to claim any of the seashore, land, and water bottoms within all tracts shown on Exhibit A.

The land and waterbottoms affected by this grant of particular use are further described as Sections 4, 23, 24, 26, and 27, T17S-R26E; and Sections 13 and 14, T18S-R26E; all in Plaquemines Parish, Louisiana, as shown on Exhibit A. Also included is a borrow area within the Mississippi River. The dredge material from said borrow area will be conveyed, via pipeline, in, on, under and/or across/through state waterbottoms identified as Grand Bayou, Lake Hermitage, and other small unnamed Bayous and deposited along the lake rim of Lake Hermitage and in fill sites all as shown on Exhibit A.

8. The State-owned seashore, State land and State water bottom usage affected by this Grant of Particular Use is as follows:

- a. The right to access, construct, and survey the Project named in Paragraph One (1) of this Grant of Particular Use.
- b. The right to post signs or notices on or near appropriate project features on the State-owned seashore, State lands and State water bottoms, as may be necessary for reasons of public safety or identification,
- c. The right to alter or remove structures and/or appurtenances constructed on the State-owned seashore, State lands and State water bottoms pursuant to the Project named in Paragraph One (1) of this Grant of Particular Use.
- d. The right to patrol and police the State-owned seashore, State lands and State water bottoms during the period of this Grant of Particular Use.

9. The following restrictions apply:

A. CPRA agrees to act in a reasonable manner in conducting their activities on the property covered by this Grant of Particular Use.

B. To the extent required by and pursuant to La. R.S. 49:214.6.10, the State of Louisiana shall be held free and harmless from claims, for loss or damages to rights, arising as a consequence of this authorization from any diversions of freshwater or sediment, depositing of dredged or other materials, integrated coastal protection, or any other actions, taken for the purpose of management, preservation, enhancement, creation, protection, or restoration of coastal wetlands, water bottoms, or related renewable

resources. This provision does not impose an indemnification obligation upon OCPR or its contractors.

C. CPRA shall include the language of the above two paragraphs, which are labeled “A” and “B”, in any transfer or assignment of the right to use granted herein, and shall require the transferee or assignee to include and require said language in any subsequent transfer or assignment. Failure to do so shall not negate the protection provided the State of Louisiana and CPRA and all these entities’ agents and employees in La. R.S. 49:214.6.10. The restrictions in paragraphs A, B, and C above are not intended to contravene Louisiana law

10. In the event of non-compliance with any of the above stipulations, the Owner shall notify the Grantees of any such non-compliance by certified mail directed to: Chairman, Coastal Protection and Restoration Authority, 1051 North Third Street, Baton Rouge, LA 70802. Thereafter, the Grantees shall have one hundred twenty (120) days from receipt of the certified mailing to achieve compliance. Should the Grantees fail to achieve compliance within those one hundred twenty days, this Grant of Particular Use shall become null and void.
11. This Grant of Particular Use may be transferred or assigned to the agents, employees, and contractors of Grantee for the same purposes and upon the same terms as with respect to the Grantee.
12. Nothing herein shall constitute a waiver of any interests, claims, rights, actions, remedies, or privileges otherwise available to Owner or Grantees.
13. Exercise of the rights of entry conveyed herein in any manner by CPRA and/or its agents, employees, and contractors constitutes acceptance of the rights granted by this Authorization and any and all terms, restrictions, and conditions set forth herein.

Provided herein is contact information for landowners within the designated project and the project feature(s) located on their property, including monitoring stations:

- I. **DEFELICE FAMILY COMPANY**  
Mr. Bob DeFelice  
P.O. Box 696  
Belle Chasse, LA 70037-0696  
Bus: (504) 362-3766  
E-mail: [aodiver@aol.com](mailto:aodiver@aol.com)
- II. **BRADISH JOHNSON**  
Nathaniel P. Phillips, Atty.  
826 Union St. - Ste. 200  
New Orleans, LA 70112  
Bus: (504) 525-2985  
E-mail: [natphillipsjr@gnoproperty.com](mailto:natphillipsjr@gnoproperty.com)

**III. PLAQUEMINES PARISH GOVERNMENT**

Mr. Billy Nungesser, President  
8056 Hwy 23  
Belle Chasse, LA 70037  
Bus: (504) 297-5000  
FAX: (504) 274-2463  
E-mail: [bnungesser@plaqueminesparish.com](mailto:bnungesser@plaqueminesparish.com)

**IV. SHELL PIPELINE COMPANY LP**

Ms. Jamie Honses  
One Shell Square, #4146  
701 Poydras Street  
New Orleans, LA 70139  
Bus: (504) 728-4340  
E-mail: [Jamie.Honses@Shell.com](mailto:Jamie.Honses@Shell.com)

**V. STATE LAND OFFICE**

Mr. Charles St. Romain  
Public Lands Administrator  
(225) 342-4575

If you have any questions, please contact me as soon as possible. Thank you for your attention to this matter.

c: Monitoring Manager – Bill Boshart  
Construction Engineer – Barry Richard  
Project Engineer – Rudy Simoneaux

**APPENDIX D**

**PERMITS**

BOBBY JINDAL  
GOVERNOR



SCOTT A. ANGELLE  
SECRETARY

State of Louisiana  
DEPARTMENT OF NATURAL RESOURCES  
OFFICE OF COASTAL RESTORATION AND MANAGEMENT

March 11, 2009

Kristi Cantu  
Office of Coastal Protection and Restoration  
P. O. Box 44027  
Baton Rouge, LA 70804

RE: **C20090038** Coastal Zone Consistency  
**USFWS**  
Lake Hermitage Marsh Creation CWPPRA Project BA-42, **Plaquemines Parish,**  
**Louisiana**

Dear Ms. Cantu:

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 1920, as amended. The project as proposed in the application is consistent with the LCRP.

If you have any questions concerning this information request, please contact Brian Marcks of the Consistency Section at (225)342-7939 or 1-800-267-4019.

Sincerely yours,

A handwritten signature in cursive script that reads "Karl L. Moy for".

Jim Rives  
Administrator

JR/JH/bgm

cc:

James F. Boggs, USFWS, Lafayette  
Pete Serio, COE-NOD  
Rick Hartman, NMFS  
Frank Cole, CMD FI  
Albertine Kimble, Plaquemines Parish

NO

02011353

Three(3) copies of the drawings must accompany the utility permit application  
Four (4) copies of the drawings must accompany the Interstate utility permit application

Permit Number  
CONTROL 002 SECTION 03

ENTERED IN COMPUTER FILE

INITIAL AND DATE

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
PROJECT PERMIT  
(Required by State Law)  
R.S. 48:381  
Rev 01/06

This permit shall be available at the site where and when work is being done.

Whereas Office of Coastal Protection and Restoration  
(Print or type name of applicant)

hereinafter termed applicant, requests a permit for the use and occupancy of the right-of-way of State

Highway No. LA 23 in Plaquemines Parish, located as follows:  
from: \_\_\_\_\_ Lat: 29.5707 Long: 89.8035  
to: \_\_\_\_\_ Lat: 29.5702 Long: 89.8038  
(in Decimal Degrees, e.g. Lat-30.459, Long -91.178)

for the installation, operation and maintenance of the following described project (use additional sheets as necessary):

42" jacked casing pipe to facilitate the placement of a temporary dredge slurry pipeline used to create 534 acres of marsh (32" HDPE pipe approximately 190' in length).

Estimated number of times this facility will be accessed each year after construction has been completed, including meter readings: \_\_\_\_\_

Please read all provisions prior to signing this permit.  
Failure to conform to the provisions of this permit shall result in DOTD revoking said permit.  
By signing this permit, the applicant acknowledges receiving a copy of all rules and regulations.

Permit is subject to the following conditions (use additional sheets as necessary):

\_\_\_\_\_

RECOMMENDED FOR APPROVAL:  
(Check box if review required.)  
Stewart A. Richard 4-16-09  
 District Permit Specialist / Date

District Traffic Operations Engineer / Date  
 District Maintenance Engineer / Date  
 District Engineer Administrator / Date

Permit must be signed by the owner or lessee of the property.  
Contractor may NOT acquire permit

(Signed) John Monzon  
(Owner) John Monzon  
(Name of Person Signing Permit)

(Title) 450 Laurel St. Ste 1501  
(Street or P.O. Box) Batou Rouge, La  
(City or Town) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) 70801

(Telephone Number) \_\_\_\_\_  
(E-mail Address - optional) \_\_\_\_\_

Applicant must notify District Permit Specialist at phone number: (504) 437-3130 prior to beginning work and after work is completed.

Issue Date: 4/16/09  
Expiration Date: 10/16/09

MICHAEL J. STACK, P.E., P.L.S.  
APPROVED: [Signature]  
DISTRICT ADMINISTRATOR

HEADQUARTERS

DISTRICT

PERMITTEE

FIRST: That, the rights and privileges granted herein shall be nonexclusive and shall not be construed to be any broader than those expressly set out in Acts of the Legislature of the State of Louisiana, regardless of the language used in this permit and that any facilities placed on the highway right-of-way shall be placed in accordance with existing laws and the standards of the Department.

SECOND: That, all facilities thereto, after having been erected, shall at all times be subject to inspection and the right is reserved to require such changes, additions, repairs, relocations and removal as may at anytime be considered necessary to permit the relocation, reconstruction, widening and maintaining of the highway and to provide proper and safe protection to life and property on or adjacent to the highway, or in the interest of safety to traffic on the highway and that the cost of making such changes, additions, repairs and relocations shall be borne by the applicant, and that all of the cost of the work to be accomplished under this permit shall be borne by the permittee who agrees to hold the Department harmless therefor.

THIRD: That, the proposed facilities or their operation or their maintenance shall not unreasonably interfere with the facilities or the operation or maintenance of the facilities of other persons, firms or corporations previously issued permits of use and occupancy, and the proposed facilities shall not be dangerous to persons or property using or occupying the highway or using facilities constructed under previously granted permits of use and occupancy; and that the Department's records of prior permits are available, it being the duty of the applicant to determine the existence and location of all facilities within the highway right of way.

FOURTH: That, installations within the highway right-of-way shall be in accordance with applicable provisions contained in the following: AASHTO Guide for Accommodating Utilities within Highway Right of Way, Code of Federal Regulations 23 (CFR 23), National Electrical Safety Code C2, 1996 Federal Telecommunications Act. Those facilities not included in the above mentioned documents shall be in accordance with accepted practice. Where standards of the Department exceed those of the above cited codes, the standards of the Department shall apply. The Department reserves the right to modify its policies as may be required if conditions warrant.

FIFTH: That, data relative to the proposed location, relocation and design of fixtures or appurtenances as may be required by the Department shall be furnished to the Department by the applicant free of cost, and that the applicant shall make any and all changes or additions necessary to make the proposed facilities thereto satisfactory to the Department.

SIXTH: That, cutting and trimming of trees, shrubs, etc., shall be in accordance with the Department's EDSM IV.2.1.6 and Vegetation Manual, as revised.

SEVENTH: That, the applicant agrees to defend, indemnify, and hold harmless the Department and its duly appointed agents and employees from and against any and all claims, suits, liabilities, losses, damages, costs or expenses, including attorneys' fees sustained by reason of the exercise of this permit, whether or not the same may have been caused by the negligence of the Department, its agents or employees, provided, however, that the provisions of this last clause (whether or not the same may have been caused by the negligence of the Department, its agents or employees) shall not apply to any personal injury or property damage caused by the sole negligence of the Department, its agents or employees, unless such sole negligence shall consist or shall have consisted entirely and only of negligence in the granting of a project permit or project permits.

EIGHTH: That, the applicant is the owner of the facility for which a permit is requested, and is responsible for maintenance of such: and any permit granted by the Department is granted only insofar as the Department had the power and right to grant the same.

NINTH: That, any permit granted by the Department is subject to revocation at any time.

TENTH: That, signing for warning and protection of traffic in instances where workmen, equipment or materials are in close proximity to the roadway surfacing, shall be in accordance with requirements contained in the Department's Manual on Uniform Traffic Control Devices. No vehicles, equipment and/or materials shall operate from, or be parked, stored or stock piled on any highway, median, or in an area extending from the outer edge of the shoulder of the highway on one side to the outer edge of the shoulder of the highway on the opposite side or in the median of any divided highway.

ELEVENTH: That, all provisions and standards contained herein relative to the installation of utilities shall apply to future operation, service and maintenance of utilities.

TWELFTH: That, drainage in highway side and cross ditches must be maintained at all times. The entire highway right of way affected by work under a permit must be restored to as good a condition as existed prior to beginning work to the complete satisfaction of the Department's R/W Permit Engineer.

THIRTEENTH: Any non-metallic or non-conductive underground facility must be installed with a non-corrosive metallic wire or tape placed directly over and on the center of the facility for its entire length within highway right-of-way. Wire or tape must be connected to all facilities.

FOURTEENTH: Prior to performing any excavations, the applicant is required to call Louisiana One Call. If installing any underground facilities such as cable or conduits, the applicant must be a member of Louisiana One Call.

#### STANDARDS FOR THE INSTALLATION OF FACILITIES ON STATE HIGHWAYS

##### GENERAL

- (1) All materials and workmanship shall conform to the requirements of the applicable industry code and to Department specifications.
- (2) All safety precautions for the protection of the traveling public must be observed. Undue delay to traffic will not be tolerated.
- (3) All excavations within the limits of the right-of-way shall be backfilled and tamped in six inch layers to the density of the adjacent undisturbed soil. Where sod is removed or destroyed, it shall be replaced within one week. Where existing spoil material is, at the discretion of the Department, unsuitable for backfill, select material shall be furnished in lieu thereof and the existing material disposed of by approved methods.
- (4) Any clearing and grubbing which may be required by the applicant shall be represented by a plan covering any such actions as well as erosion control measures which may be required to vegetate the area under such clearing and grubbing. The applicant is authorized to retain all cleared timber. The applicant shall follow-up with an erosion control, seeding plan approved by DOTD.
- (5) Access to the lines shall be first from the land side, second from the interchange (longitudinally) and third from the highway (to be approved in each instance).
- (6) Repairs under the roadway will not be allowed if such repairs necessitate open cutting the highway. If a problem occurs with a line crossing, the utility company must install a new crossing. The utility company must bear 100% of the cost.
- (7) The DOTD District Permit Office shall be contacted and notified and shall give approval whenever the cable must be accessed, including routine maintenance. For routine maintenance, three (3) days' notice shall be given. In emergency situations, as much notice as possible must be given.
- (8) Repeater boxes shall be placed as far outside of the right-of-way as possible, unless where otherwise approved by the Department, and in an area that will allow easy access for maintenance.
- (9) Parallel installations shall be located on a uniform alignment to the right-of-way line and within six (6) inches of the approved alignment.

HEADQUARTERS

DISTRICT

PERMITTEE

PIPE DATA SHEET  
FOR PROPOSED INSTALLATIONS

02011353

STATE PROJECT NO. \_\_\_\_\_ PERMIT NO. \_\_\_\_\_

HIGHWAY NO. \_\_\_\_\_ CONTROL SECTION \_\_\_\_\_

OWNER OF PROPOSED FACILITY \_\_\_\_\_

DATA	CARRIER PIPE	CASING (if used)
Contents to be handled	sand/water	carrier pipe
Pipe Material	HDPE	Steel
Specification & Grade of Pipe		
Outside Diameter (inches)	32"	43 1/4"
Wall Thickness (inches)	1"	5/8"
Yield Strength (PSI)		35,000 psi
Maximum Operating Pressure (PSIG) (Not Design Pressure)	less than 200 psi	
Class Location (for gas lines)		
Type of Joint (welded, mechanical joint, etc.)	fused	welded
Method of Installation (bore, open cut)		jack
Location (crossing or parallel)		Crossing
Min. Depth beneath roadway surface		11' from top of casing
Min. Depth beneath ditches or drainage structures		
Coating Material		coat for epoxy- polyamide paint 1008.04
Cathodic Protection		

This proposed installation is in compliance with Department Standards.

  
\_\_\_\_\_  
DISTRICT UTILITY & PERMIT SPECIALIST

BOBBY JINDAL  
GOVERNOR



HAROLD LEGGETT, PH.D.  
SECRETARY

**State of Louisiana**  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
ENVIRONMENTAL SERVICES

MAR 31 2009

Louisiana Office of Coastal Protection & Restoration  
P.O. Box 44027  
Baton Rouge, LA 70804

Attention: Kristi Cantu, Agent for U.S. Fish & Wildlife Service

RE: Water Quality Certification (WQC 090223-01/AI 163350/CER 20090001)  
Corps of Engineers Permit (MVN-2009-0264-EFF)  
Plaquemines Parish

Dear Ms. Cantu:

The Department has reviewed your application to dredge waterbottoms, excavate land, install a sediment pipeline & place spoil and fill material for the Lake Hermitage Marsh Creation Project, in the vicinity of Lake Hermitage, Louisiana.

The requirements for Water Quality Certification have been met in accordance with LAC 33:IX.1507.A-E. Based on the information provided in your application, we have determined that the placement of the fill material will not violate the water quality standards of Louisiana provided for under LAC 33:IX.Chapter 11. Therefore, the Department has issued a Water Quality Certification.

Sincerely,

A handwritten signature in black ink, appearing to read "T. F. Harris".

Thomas F. Harris  
Administrator  
Waste Permits Division

TFH/jjp

c: Corps of Engineers- New Orleans District

Site Copy

# DEPARTMENT OF THE ARMY PERMIT

Permittee: United States Department of Fish and Wildlife Service

Permit No.: MVN-2009-0264-EFF

Issuing Office: New Orleans District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: Excavate and deposit fill to implement the Lake Hermitage Marsh Creation Project (CWPPRA- BA-42) for the purpose of marsh creation and restoration, in accordance with the drawings enclosed in 15 sheets, dated January 2009.

Project Location: In Plaquemines Parish, Section 23 and 17, T-17 and 18S, R-26E, at Long. 89.85098 & Lat. 29.55226, located off of LA Highway 23 in Lake Hermitage, Louisiana.

### General Conditions:

1. The time limit for completing the work authorized ends on **May 31, 2014**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Special Conditions: Pages 4 and 5.**

**Further Information:**

**1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:**

- Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- Section 404 of the Clean Water Act (33 U.S.C. 1344).
- Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

**2. Limits of this authorization.**

- a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

**3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:**

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.



**SPECIAL CONDITIONS  
MVN-2009-0264-EFF**

7. The authorization does not obviate the permittee from obtaining other necessary approvals from pertinent federal, state, and/or local authorities.
8. The proposed project shall be confined to the areas shown on the attached drawings. Mechanized land clearing or filling in wetlands for access and/or project construction, unless expressly identified on the attached drawings, is not authorized. Any alterations or changes in scope of the proposed project which would have unavoidable impacts to wetland areas not considered under this authorization would require a separate Department of the Army permit review and decision, prior to commencing that work.
9. The permittee shall provide this office with a copy of any generated post construction surveys, monitoring reports, post-ground photography, and/or post aerial photography, obtained after project completion.
10. In accordance with the permit drawings, dredge material deposited into existing vegetative wetland areas and/or tidal marsh shall be placed in a manner conducive to the re-establishment, nourishment, and/or enhancement of that habitat.
11. The permittee shall notify this office in writing within five working days after construction has been completed.
12. The permittee shall assure that contractors, foremen, and/or workers associated with project implementation are equally cognizant of the conditions and restrictions associated with this approval.
13. If archaeological materials and/or human remains are discovered during ground disturbing activities you shall cease and desist all activities in the project area and contact this office and Mr. Philip Rivet of the Louisiana Office of Cultural Development, Division of Archaeology at (225) 342-8160.
14. The permittee is aware that future site visits and inspections may be conducted to the project area by this office and/or other resource agencies, to assess project compliance with this authorization and requirements associated herewith.
15. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
16. Your use of the permitted activity must not interfere with the public's right to free navigation on all navigable waters of the United States.
17. You must install and maintain, at your expense, any safety lights, signs and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, on your authorized facilities.

18. If the proposed project, or future maintenance work, involves the use of floating construction equipment (barge mounted cranes, barge mounted pile driving equipment, floating dredge equipment, dredge discharge pipelines, etc.,) in the waterway, you are advised to notify the U.S. Coast Guard so that a Notice to Mariners, if required, may be prepared. Notification, with a copy of your permit approval and drawings, should be mailed to the U.S. Coast Guard, Sector New Orleans Command Center, 201 Hammond Highway, Metairie, Louisiana 70005, about 1 month before you plan to start work. Telephone inquiries can be directed to (504) 846-5923.

19. The limits of permissible excavations in the river shall be adhered to in accordance with drawing depicted as Attachment I of this authorization.

20. Work shall only be performed while the stage of the Mississippi River is below elevation +11 feet on the Carrollton gage, at New Orleans, Louisiana. Information concerning current river stages may be obtained on our web site at [www.mvn.usace.arm.mil](http://www.mvn.usace.arm.mil). Please note that because this is a flow failure area, a waiver to perform work when the stage of the river is above +11 feet will not be allowed.

20. Any damage to the levee and/or bank resulting from the permittee's activities shall be repaired at the permittee's expense.

21. The proposed work shall not restrict the Levee District's maintenance operations or any potential flood fight activities at the levee.

22. All disturbed areas on the levee crown and slopes shall be restored to its original condition and to the satisfaction of this District.

23. The levee crown ramp over the pipeline crossing shall be surfaced with 7-inches of crushed limestone for the full length and width of the ramp.

24. All materials associated with the proposed levee work must be removed from the area upon completion of the project and the area must be returned to its original state of existence or better.

25. Should changes in the location or section of the existing levee and/or river, or in the generally prevailing condition in the vicinity, be required in the future in the public interest, the applicant shall make changes in the project concerned, or in the arrangement therefore, as may be necessary to satisfactorily meet the situation and shall bear the cost therefore.

26. The Chitimacha Tribe of Louisiana has stated that the project area is part of the aboriginal Chitimacha homelands. If during the course of work at the site, prehistoric and/or historic aboriginal cultural materials are discovered, the applicant will contact the Chitimacha Tribe of Louisiana at P.O. Box 661, Charenton, LA 70523, and the Army Corps of Engineers, New Orleans District Regulatory Branch (MVN). MVN will initiate the required Federal, State, and Tribal coordination to determine the significance of the cultural materials and the need, if applicable, for additional cultural resource investigations.

**APPENDIX E**

**DAILY PROGRESS REPORT TEMPLATE**

## DAILY CONTRACTOR PROGRESS/QUALITY CONTROL REPORT

Date: \_\_\_\_\_ Report No. \_\_\_\_\_  
(Report is due by 12:00 p.m. of the following day)

**Project:** Lake Hermitage Marsh Creation (BA-42)

**Weather:** (Clear) (P. Cloudy) (Cloudy) (Precipitation: \_\_\_\_\_)

**Temperature:** Min. \_\_\_\_\_ Max. \_\_\_\_\_

**Wind Speed:** \_\_\_\_\_ mph Direction \_\_\_\_\_

**Wave Height at:**

Borrow Site: \_\_\_\_\_ feet

Fill Area: \_\_\_\_\_ feet

Wave Direction: \_\_\_\_\_

**Location of discharge:** Station \_\_\_\_\_

**Fill Operations Complete To:** Fill Site \_\_\_\_\_, Station \_\_\_\_\_

**Contractor/SUB-Contractor and area of responsibility:**

1. **Work Performed Today:** (Indicate location and description of work performed. Provide beach/dune or marsh fill advance over last 24 hours. Attach dredge position printouts and plot to this report.)
  
  
  
  
  
  
  
  
  
  
2. **Results of Surveillance:** (Include satisfactory work completed or deficiencies with action to be taken.)
  
  
  
  
  
  
  
  
  
  
3. **Buoy Check:** Were submerged pipeline buoys checked today (Yes/No)? \_\_\_\_\_  
Did buoys require resetting (Yes/No)? \_\_\_\_\_

4. Water Quality Monitoring: Was water quality monitoring conducted today in compliance with project permit requirements of the Louisiana Department of Natural Resources Permit No. \_\_\_\_\_ and water quality protection laws, and the results provided to the Engineer (Yes/No)? \_\_\_\_\_
  
5. Verbal Instructions Received: (List any instructions given by the OWNER or ENGINEER, construction deficiencies, retesting required, etc., with action to be taken.)
  
6. Remarks: (Cover delays and any conflicts in Plans, specifications or instructions.)
  
7. Safety Inspection: (Report violations noted; corrective instructions given; and corrective actions taken.)
  
8. Equipment Data: (Indicate items of construction equipment other than hand tools at job site and whether or not used and if operable.)
  
9. Dredge Status: (Is the dredge working, not operating due to weather/sea state, or is it under repair?)
  
10. Avoidance of Overdredging: Do you certify that the dredge has excavated within the limits of the borrow areas, as shown in the Plans (Yes/No)? \_\_\_\_\_. Also, do you certify that the borrow area has not been excavated below the limit as shown in the Plans (Yes/No)? \_\_\_\_\_

11. Progress Summary:

	This Day	To Date
Worked Hours		
Downtime Hours (Explain Below)		
Length of Discharge Advance (Ft.)		
Volume Pumped (Estimated c.y.)		
Volume Pay (c.y. accepted sections only)		
Linear % Completed		

Explanation of Downtime:

Contractor's Verification: The above report is complete and correct and equipment used and work performed during this reporting period are in compliance with the contract drawings and specifications except as noted above.

---

Contractor's Approved Authorized Representative

Note: This form must include continuous plots of dredge locations and depths.

**APPENDIX F**

**LADOTD STANDARD SPECIFICATIONS; SECTION 728**

## **Section 728**

### **Jacked or Bored Pipe**

**728.01 DESCRIPTION.** This work consists of furnishing and installing pipe in embankments at the locations shown on the plans by jacking or boring in accordance with these specifications.

**728.02 MATERIALS.** Pipe and joint materials shall comply with Subsection 701.02. Corrugated metal pipe to be jacked or bored shall have corrugated bands a minimum of 24 inches (600 mm) wide with four lines of approved gasket material. These bands shall be secured by a minimum of four galvanized steel rods and lugs in accordance with the plans.

**728.03 CONSTRUCTION REQUIREMENTS.** In general, pipes 30 inches (750 mm) diameter and greater shall be jacked, and pipes less than 30 inches (750 mm) diameter shall be bored.

The work shall begin at the outfall end of pipe when possible. When the grade at the jacking or boring end is below ground surface, suitable pits or trenches shall be excavated for conducting operations and placing joints of pipe. Adequate sheeting and bracing shall be provided to prevent earth caving.

For pipe with bell joints, if the outside diameter of pipe bell exceeds the outside diameter of pipe barrel by more than 1 inch (25 mm), pipe shall be either cased or pressure grouted its full length. The casing shall be an approved type and size, and shall be furnished and installed by the contractor in accordance with these specifications. Pressure grouting shall be performed with approved materials placed by approved methods.

The method used shall be such as not to weaken or damage the embankment. The contractor shall furnish the engineer for approval a plan showing the proposed procedure, including backstop or jacking frame arrangement, pipe guides, position of jacks and jacking head. Approval of this plan shall not relieve the contractor from responsibility to obtain the desired result.

**(a) Jacking:** Heavy duty jacks suitable for forcing pipe through the embankment shall be provided. Even pressure shall be applied to all jacks and shall be transmitted to the pipe end through a jacking head. The jacking head shall be designed so that pressure is uniformly applied around the ring of the pipe. Backstop or jacking frame shall be adequate to resist pressure of the

jacks under load. Pipe shall be set on guides properly fastened together to support the pipe in the proper direction at correct grade. Suitable cushioning material, such as plywood, shall be provided between sections of concrete pipe.

Material shall be excavated ahead of the pipe and shall be removed through the pipe. Excavation shall not extend more than 24 inches (600 mm) beyond the forward end of pipe. When the character of embankment material dictates, the distance shall be reduced to prevent the embankment from being damaged. Excavated material shall be disposed of in accordance with Subsection 202.02.

Excavation on the underside of pipe, for at least 1/3 the circumference of pipe, shall conform to the contour and grade of the pipe. A clearance of not more than 2 inches (50 mm) may be provided for the upper half of pipe, tapered to zero at the point where excavation conforms to contour of pipe.

A steel cutting edge may be used around the forward end of pipe, constructed so that it will transmit pressures uniformly around the ring of the pipe.

Jacking shall continue without interruption, to prevent pipe from becoming firmly set in the embankment.

Pipe shall not vary horizontally or vertically by more than 1 inch in 10 feet (25 mm in 3 m) from established line and grade. Any variation shall be regular, and no abrupt changes in direction will be permitted. Any pipe damaged or misaligned in jacking operations shall be removed and replaced by the contractor at no direct pay.

**(b) Boring:** Boring shall be done mechanically, using a pilot hole approximately 2 inches (50 mm) in diameter. The pilot hole shall extend through the embankment and shall be checked for line and grade before boring begins. Variations from line and grade shall not exceed those specified for jacking. The pilot hole shall serve as centerline of the larger diameter hole to be bored.

The use of water and other fluids with boring operations will be permitted only to lubricate cuttings. Jetting will not be permitted.

In unconsolidated soil formations, a gel-forming colloidal drilling fluid consisting of at least 10 percent high-grade, bentonite may be used to consolidate cuttings of the bit, seal walls of the hole, and furnish lubrication for subsequent removal of cuttings and installation of pipe.

Overcutting in excess of 1 inch (25 mm) shall be remedied by pressure grouting the entire length of the installation.

Pipe shall be joined as specified in Section 701.

**728.04 MEASUREMENT.** Quantities of jacked or bored pipe for payment will be the design lengths as specified on the plans and adjustments thereto. Design quantities will be adjusted if the engineer makes changes to adjust to field conditions, if plan errors are proven, or if design changes are made. Required excavation, sheeting, bracing, falsework, casing, joint materials and grouting will not be measured for payment.

**728.05 PAYMENT.** Payment for jacked or bored pipe will be made at the contract unit price per linear foot (lin m) under:

<b>Item No.</b>	<b>Pay Item</b>	<b>Pay Unit</b>
728-01	Jacked or Bored Pipe (Size, Type, Class or Thickness)	Linear Foot (Lin m)

**APPENDIX G**

**DESIGN SURVEY DATA**

(Electronic only)

CPRA ftp site link:

<ftp://ftp.dnr.state.la.us/BA-42/Bidding%20Documents/Appendices/Appendix%20G%20-%20Design%20Survey%20Data/>

## **APPENDIX H**

### **MISSISSIPPI RIVER GEOPHYSICAL SURVEY DATA**

(Electronic only)

CPRA ftp site link:

<ftp://ftp.dnr.state.la.us/BA-42/Bidding%20Documents/Appendices/Appendix%20H%20-%20Mississippi%20River%20Geophysical%20Data/>

**APPENDIX I**

**DESIGN GEOTECHNICAL DATA**

(Electronic only)

CPRA ftp site link:

<ftp://ftp.dnr.state.la.us/BA-42/Bidding%20Documents/Appendices/Appendix%20I%20-%20Design%20Geotechnical%20Data/>

STATE OF LOUISIANA  
COASTAL PROTECTION AND RESTORATION AUTHORITY

INDEX TO SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES
3	PROJECT LAYOUT
4	BORROW AREA LAYOUT
5	SHORELINE RESTORATION LAYOUT
6	BASE BID - MARSH CREATION AREA LAYOUT
7	BASE BID - EARTHEN TERRACE LAYOUT
8	ADDITIVE/DEDUCTIVE ALTERNATE - MARSH CREATION AREA LAYOUT
9	PIPELINE CORRIDOR LAYOUT
10	BORROW AREA & SHORELINE RESTORATION TYPICAL SECTIONS
11	MARSH CREATION AREA A TYPICAL SECTION
12	MARSH CREATION AREA B TYPICAL SECTIONS
13	MISSISSIPPI RIVER LEVEE & HIGHWAY CROSSING SECTIONS
14	LIMESTONE ROAD CROSSING DETAILS
15	MISSISSIPPI RIVER LEVEE CROSSING DETAILS
16	DETAILS
17	SURVEY LAYOUT
18 - 23	BASE BID SECTIONS
24 - 25	ADDITIVE/DEDUCTIVE ALTERNATE SECTIONS
26 - 28	MISSISSIPPI RIVER SECTIONS

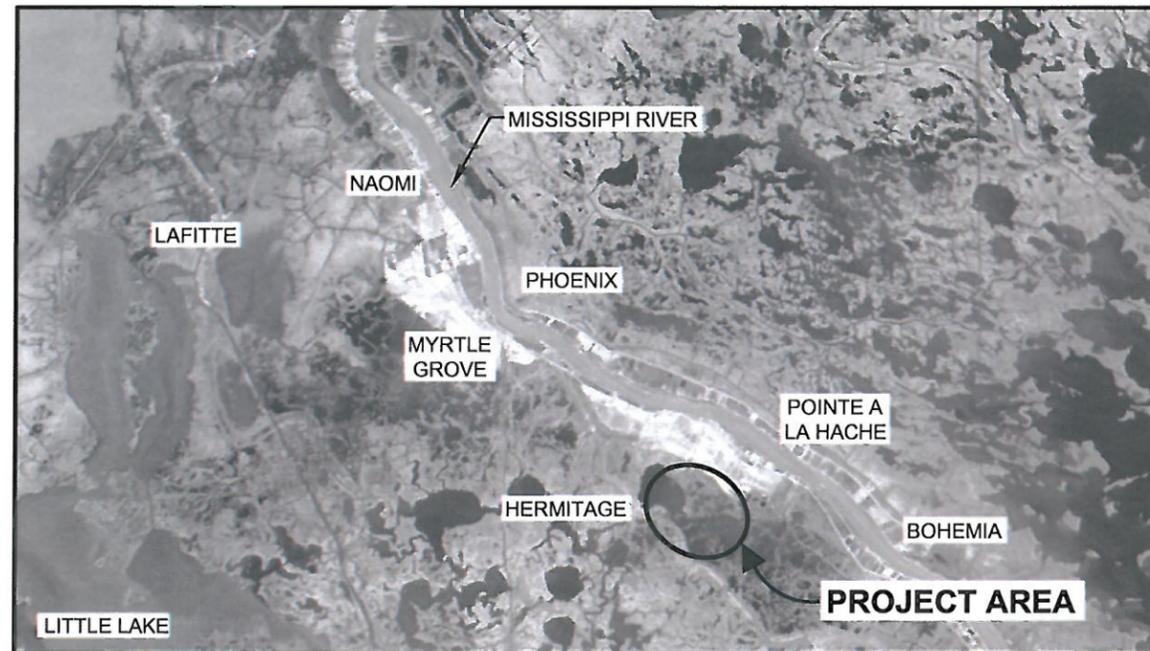
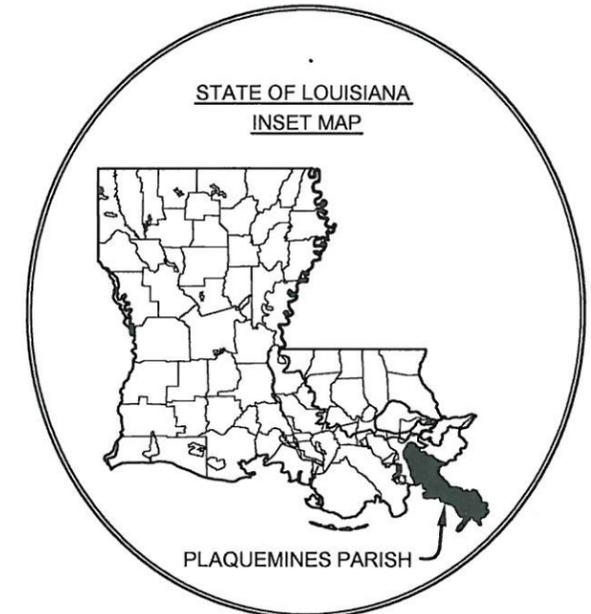
LAKE HERMITAGE  
MARSH CREATION

BA-42

PLAQUEMINES PARISH

FILE NUMBER: S 28170 DL

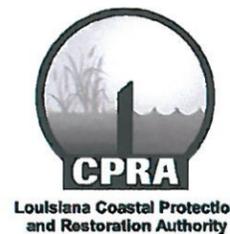
SOLICITATION NUMBER: 2246811



*[Signature]*  
\_\_\_\_\_  
CHIEF - RESTORATION DIVISION

*[Signature]*  
\_\_\_\_\_  
ENGINEER MANAGER

*[Signature]*  
\_\_\_\_\_  
PROJECT ENGINEER



LICENSURE CLASSIFICATION REQUIREMENTS  
MAJOR CATEGORY: HEAVY CONSTRUCTION  
SUBCLASSIFICATION: DREDGING

				COASTAL PROTECTION AND RESTORATION AUTHORITY 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801		LAKE HERMITAGE MARSH CREATION		TITLE SHEET
						STATE PROJECT NUMBER: BA-42		
				DRAWN BY: KRISTI CANTU		DESIGNED BY: RUDOLPH SIMONEAUX, P.E.		APPROVED BY: JERRY CARROLL, P.E.
REV.	DATE	DESCRIPTION	BY					SHEET 1 OF 28

## GENERAL NOTES

1. ALL ELEVATIONS ARE GIVEN IN THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) U.S. SURVEY FEET. ALL HORIZONTAL COORDINATES ARE GIVEN IN THE NORTH AMERICAN DATUM OF 1983 (NAD 83, LOUISIANA STATE PLANE SOUTH ZONE U.S. FEET).
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NAVIGATING FROM A NAVIGABLE WATER BODY TO THE PROJECT AREA. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR NAVIGATING WITHIN THE LIMITS OF THE PROJECT AREA AND DREDGING ONLY WITHIN THE LIMITS SHOWN ON THE PLANS. THE ENGINEER OR RESIDENT PROJECT REPRESENTATIVE SHALL MONITOR THE EQUIPMENT LOCATION DURING CONSTRUCTION.
3. ALL MARINE EQUIPMENT SHALL BE FLOATING AT ALL TIMES DURING THE TRANSIT TO AND FROM THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING LANDOWNERS AND PIPELINE/UTILITY OPERATORS AT LEAST 72 HOURS PRIOR TO MOBILIZATION. ALL PIPELINES AND UNDERGROUND UTILITIES SHALL BE MARKED WITH BUOYS OR FLAGGED STAKES BY THE CONTRACTOR. THE CONTRACTOR SHALL MAINTAIN BUOYS OR FLAGGED STAKES DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE CLEARANCES FROM THE PIPELINES SET FORTH IN PLANS AND SPECIFICATIONS. SEE SP-11 OF THE SPECIFICATIONS FOR ADDITIONAL INFORMATION. NO EXCAVATION IS ALLOWED WITHIN 50 FEET OF A PIPELINE UNLESS OTHERWISE STIPULATED IN AGREEMENT. THE FOLLOWING IS A LIST OF UTILITIES AND PIPELINE OPERATORS KNOWN TO HAVE PIPELINES IN THE VICINITY. PIPELINE LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATIONS. THE OWNER IS NOT LIABLE FOR EXACT LOCATIONS. THE CONTRACTOR MUST CALL LOUISIANA ONE CALL AT 1-800-272-3020 AT LEAST 5 WORKING DAYS PRIOR TO MOBILIZATION.
 

ENERGY LOUISIANA (OVERHEAD LINES)  
CONTACT: JOE GIAMMALVCA  
(504) 219-4207

PLAQUEMINES PARISH (WATER LINES)  
CONTACT: GENE FOX  
(504) 297-5414

ATMOS ENERGY (GAS LINES)  
1-888-286-6700

SHELL PIPELINE COMPANY LP  
CONTACT: JAMIE HONSES  
(504) 728-4340

BOARDWALK PIPELINE  
CONTACT: GERALD ROSER  
(504) 469-5903 EXT 236
4. PLANS AND SPECIFICATIONS ARE COMPLEMENTARY; WHAT IS REQUIRED IN ONE IS AS BINDING AS IF REQUIRED BY ALL. CLARIFICATIONS AND INTERPRETATIONS OF, OR NOTIFICATIONS OF MINOR VARIATIONS AND DEVIATIONS IN THE CONTRACT DOCUMENTS WILL BE ISSUED BY THE ENGINEER.
5. THE SURVEY DATA SHOWN ON THE PLANS IS BASED ON THE FIELD SURVEYS PERFORMED BETWEEN 02-06-2007 AND 04-12-2007 BY SIGMA CONSULTING GROUP, LLC FOR CPRA. ESTIMATED DESIGN QUANTITIES SHOWN ARE FOR BIDDING PURPOSES AND WERE BASED ON THESE SURVEYS. QUANTITIES WERE CALCULATED USING AVERAGE END AREA METHOD AND AUTOCAD DIGITAL TERRAIN MODELS. AN UPDATED PRE-CONSTRUCTION SURVEY SHALL BE PERFORMED AS PART OF THIS CONTRACT PER TS-3.3.
6. THE CONTRACTOR SHALL PERFORM A MAGNETOMETER SURVEY IN ALL AREAS OF EXCAVATION AND OTHER WORK THAT MAY POTENTIALLY DAMAGE OR INTERFERE WITH EXISTING INFRASTRUCTURE PRIOR TO ANY WORK.
7. THE MARSH CREATION SITES, TERRACE FIELD, SHORELINE RESTORATION ALIGNMENTS, AND MISSISSIPPI RIVER BORROW AREA MAY BE REVISED BY THE ENGINEER AT THE TIME OF CONSTRUCTION TO REFLECT CHANGES IN FIELD CONDITIONS.
8. THE GEOTECHNICAL INVESTIGATION AND ANALYSIS WERE PERFORMED FROM APRIL 12, 2007 TO APRIL 30, 2007 BY EUSTIS ENGINEERING SERVICES, LLC. THE LOCATIONS OF THE SOIL BORINGS ARE SHOWN ON PAGE 4, PAGE 5, AND PAGE 6 OF THE PLANS. THE FULL GEOTECHNICAL REPORT CAN BE FOUND IN THE APPENDIX I OF THE SPECIFICATIONS.
9. MEAN HIGH WATER (MHW) AND MEAN LOW WATER (MLW) WERE CALCULATED FROM THE LDNR GAGE BA04-17 LOCATED NEAR POINTE A LA HACHE, LA. ELEVATIONS ARE REFERENCED TO NAVD 88, US FEET. MHW=0.88' AND MLW =0.34'.

## SUMMARY OF ESTIMATED QUANTITIES

### BASE BID

ITEM No.	DESCRIPTION	UNIT	ESTIMATED <sup>3</sup> QUANTITY
1	MOBILIZATION AND DEMOBILIZATION	LUMP SUM	1
2	JACKED CASING PIPE AND PITS	LUMP SUM	1
3	CONSTRUCTION SURVEYS	LUMP SUM	1
4	EARTHEN CONTAINMENT DIKES <sup>1</sup>	LINEAR FOOT	34,268
5	HYDRAULIC DREDGING - SHORELINE RESTORATION <sup>2</sup>	CUBIC YARD	278,496
6	HYDRAULIC DREDGING - MARSH CREATION <sup>2</sup>	CUBIC YARD	3,725,784
7	MARSH FILL SETTLEMENT PLATES	EACH	4
8	EARTHEN TERRACES	LINEAR FOOT	7,300

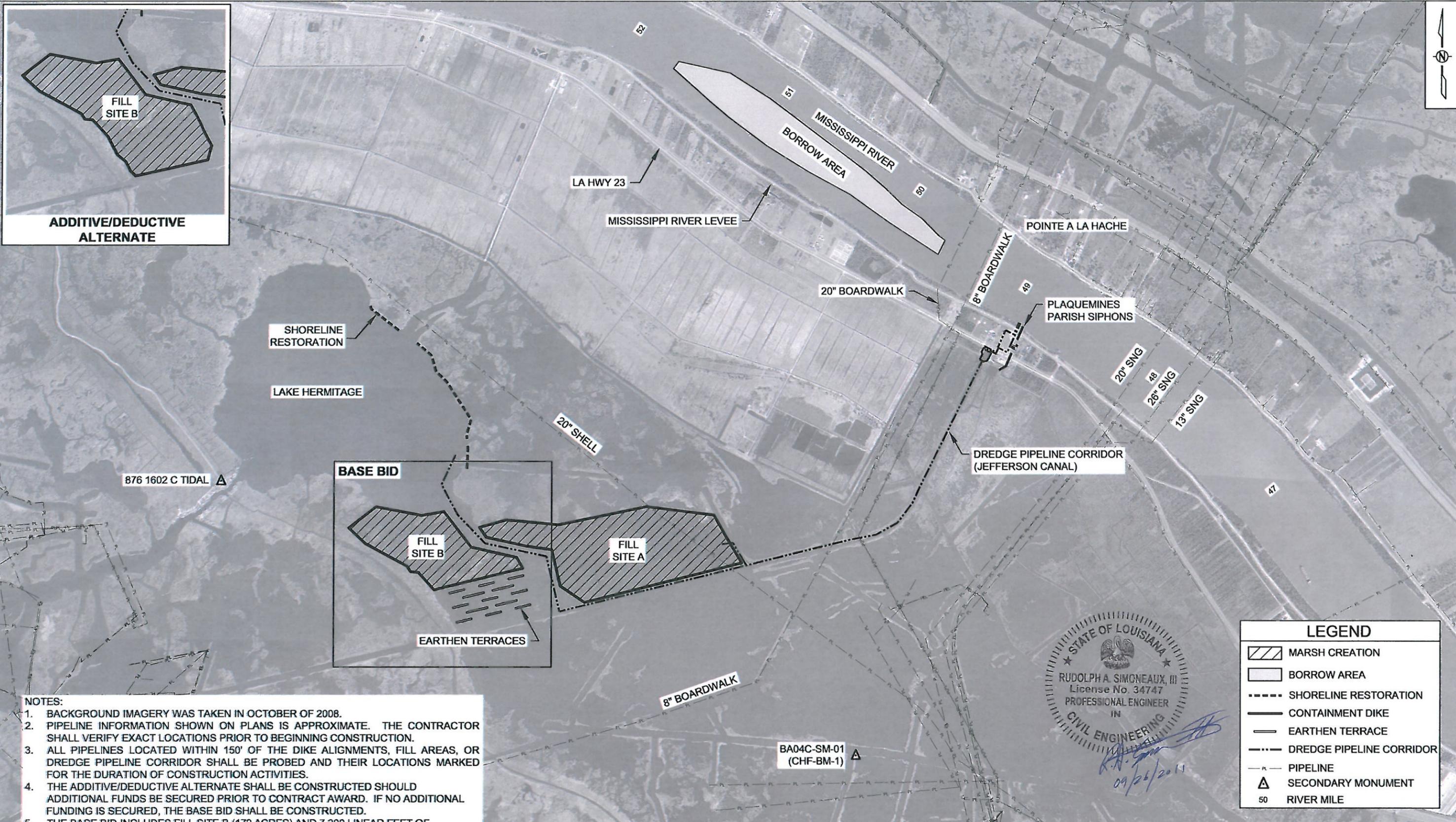
### ADDITIVE/DEDUCTIVE ALTERNATE

ITEM No.	DESCRIPTION	UNIT	ESTIMATED <sup>3</sup> QUANTITY
9	MOBILIZATION AND DEMOBILIZATION	LUMP SUM	1
10	CONSTRUCTION SURVEYS	LUMP SUM	1
11	HYDRAULIC DREDGING - MARSH CREATION <sup>1</sup>	CUBIC YARD	790,738
12	DEDUCTION - BASE BID EARTHEN CONTAINMENT DIKES	LINEAR FOOT	-3,009
13	EARTHEN CONTAINMENT DIKES <sup>2</sup>	LINEAR FOOT	5,898
14	MARSH FILL SETTLEMENT PLATES	EACH	1
15	DEDUCTION - BASE BID EARTHEN TERRACES	LINEAR FOOT	-7,300

1. THE LINEAR FEET OF CONTAINMENT DIKES WAS ESTIMATED FOR CONSTRUCTION USING AERIAL PHOTOGRAPHY, FIELD SURVEYS, AND AUTOCAD. THE OWNER RESERVES THE RIGHT TO REQUEST ADDITIONAL DIKES BE BUILT FOR CONSTRUCTION AT THE CONTRACTOR'S BID PRICE/LINEAR FOOT.
2. HYDRAULIC DREDGING QUANTITIES FOR MARSH CREATION AND SHORELINE RESTORATION ARE BASED ON IN PLACE VOLUME.
3. WHERE THE QUANTITY OF WORK WITH RESPECT TO ANY ITEM IS COVERED BY A UNIT PRICE, SUCH QUANTITIES ARE ESTIMATED QUANTITIES TO BE USED WHEN COMPARING BIDS AND THE RIGHT IS RESERVED BY THE OWNER TO INCREASE/DECREASE SUCH QUANTITIES AS MAY BE NECESSARY TO COMPLETE THE WORK AND/OR REMAIN WITHIN FUNDING LIMITS. IN THE EVENT OF MATERIAL UNDERRUNS/OVERRUNS BY LESS THAN TWENTY-FIVE PERCENT (25%), THE UNIT COSTS WILL BE USED TO DETERMINE PAYMENT TO THE CONTRACTOR.



				<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b>		LAKE HERMITAGE MARSH CREATION		GENERAL NOTES	
				450 LAUREL STREET BATON ROUGE, LOUISIANA 70801					
						STATE PROJECT NUMBER: BA-42			
						FEDERAL PROJECT NUMBER:		DATE: SEPTEMBER 2011	
REV.	DATE	DESCRIPTION	BY	DRAWN BY: KRISTI CANTU	DESIGNED BY: RUDOLPH SIMONEAUX, P.E.	APPROVED BY: JERRY CARROLL, P.E.		SHEET 2 OF 28	



- NOTES:**
1. BACKGROUND IMAGERY WAS TAKEN IN OCTOBER OF 2008.
  2. PIPELINE INFORMATION SHOWN ON PLANS IS APPROXIMATE. THE CONTRACTOR SHALL VERIFY EXACT LOCATIONS PRIOR TO BEGINNING CONSTRUCTION.
  3. ALL PIPELINES LOCATED WITHIN 150' OF THE DIKE ALIGNMENTS, FILL AREAS, OR DREDGE PIPELINE CORRIDOR SHALL BE PROBED AND THEIR LOCATIONS MARKED FOR THE DURATION OF CONSTRUCTION ACTIVITIES.
  4. THE ADDITIVE/DEDUCTIVE ALTERNATE SHALL BE CONSTRUCTED SHOULD ADDITIONAL FUNDS BE SECURED PRIOR TO CONTRACT AWARD. IF NO ADDITIONAL FUNDING IS SECURED, THE BASE BID SHALL BE CONSTRUCTED.
  5. THE BASE BID INCLUDES FILL SITE B (179 ACRES) AND 7,300 LINEAR FEET OF EARTHEN TERRACES.
  6. THE ADDITIVE/DEDUCTIVE ALTERNATE INCLUDES EXPANSION OF FILL SITE B (283 ACRES) IN LIEU OF THE EARTHEN TERRACES.



REV.	DATE	DESCRIPTION	BY

**COASTAL PROTECTION AND RESTORATION AUTHORITY**  
 450 LAUREL STREET  
 BATON ROUGE, LOUISIANA 70801

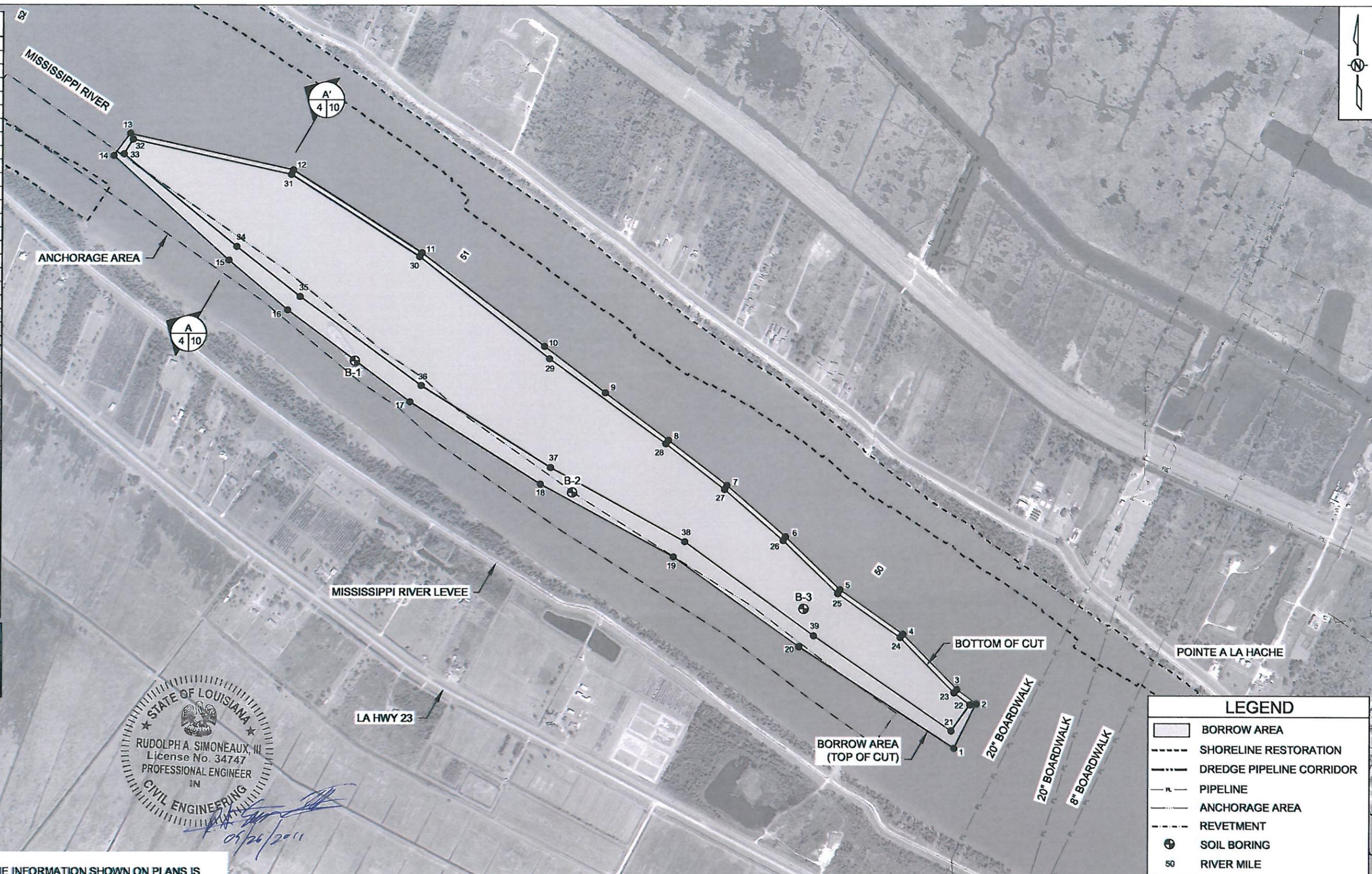
DRAWN BY: KRISTI CANTU    DESIGNED BY: RUDOLPH SIMONEAUX, P.E.

**LAKE HERMITAGE MARSH CREATION**  
 STATE PROJECT NUMBER: BA-42  
 FEDERAL PROJECT NUMBER:

APPROVED BY: JERRY CARROLL, P.E.

**PROJECT LAYOUT**  
 DATE: SEPTEMBER 2011  
 SHEET 3 OF 28

BORROW AREA		
TOP OF CUT		
	NORTHING	EASTING
1	395,694.12	3,765,118.90
2	396,158.78	3,765,349.82
3	396,308.90	3,765,148.27
4	396,886.54	3,764,582.71
5	397,350.34	3,763,922.37
6	397,903.33	3,763,350.47
7	398,438.55	3,762,738.49
8	398,908.23	3,762,125.21
9	399,403.47	3,761,462.17
10	399,887.00	3,760,825.00
11	400,863.67	3,759,542.88
12	401,726.96	3,758,197.87
13	402,109.34	3,756,496.84
14	401,875.91	3,756,322.95
15	400,783.06	3,757,530.95
16	400,263.67	3,758,143.81
17	399,305.93	3,759,424.62
18	398,448.15	3,760,788.84
19	397,690.98	3,762,180.80
20	396,753.86	3,763,494.45
BOTTOM OF CUT		
	NORTHING	EASTING
21	395,874.99	3,765,088.62
22	396,148.20	3,765,284.70
23	396,273.14	3,765,117.03
24	396,850.89	3,764,552.43
25	397,308.59	3,763,899.21
26	397,861.96	3,763,326.14
27	398,394.80	3,762,713.56
28	398,871.82	3,762,097.77
29	399,757.03	3,760,878.89
30	400,823.20	3,759,520.81
31	401,680.02	3,758,178.42
32	402,046.14	3,756,526.33
33	401,893.44	3,756,430.04
34	400,925.95	3,757,612.59
35	400,404.04	3,758,273.90
36	399,476.70	3,759,542.26
37	398,621.59	3,760,894.80
38	397,849.23	3,762,299.84
39	396,868.78	3,763,647.41
SOIL BORINGS		
	NORTHING	EASTING
B-1	399,732.70	3,758,845.83
B-2	398,361.46	3,761,120.71
B-3	397,148.89	3,763,542.89



STATE OF LOUISIANA  
 ★ ★ ★  
 RUDOLPH A. SIMONEAUX, III  
 License No. 34747  
 PROFESSIONAL ENGINEER  
 IN  
 CIVIL ENGINEERING  
*[Signature]*  
 09/26/2011

NOTE:  
 PIPELINE INFORMATION SHOWN ON PLANS IS APPROXIMATE. THE CONTRACTOR SHALL VERIFY EXACT LOCATIONS PRIOR TO BEGINNING CONSTRUCTION.

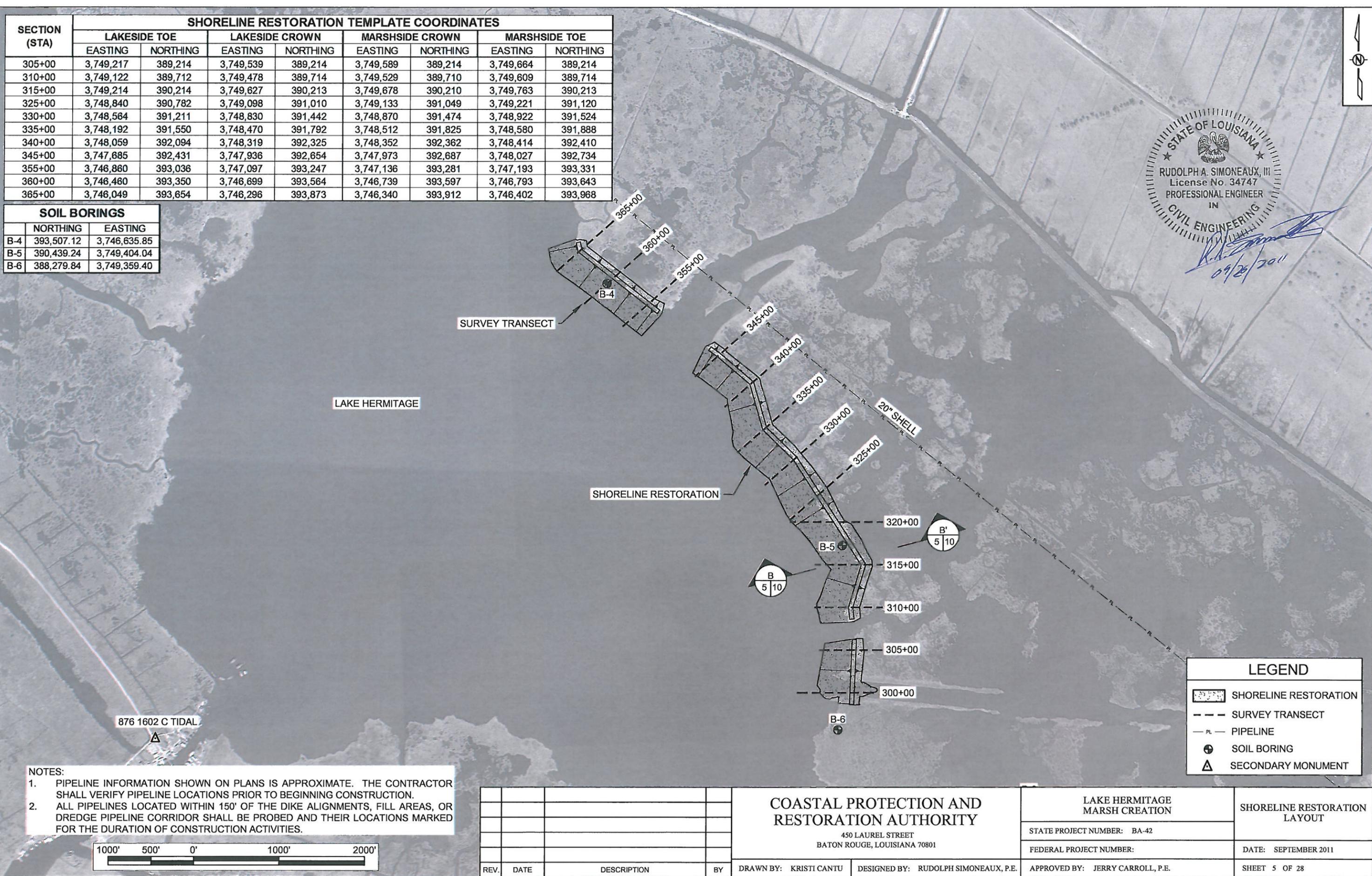
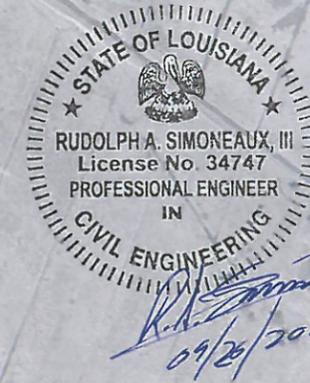


LEGEND	
	BORROW AREA
	SHORELINE RESTORATION
	DREDGE PIPELINE CORRIDOR
	PIPELINE
	ANCHORAGE AREA
	REVETMENT
	SOIL BORING
50	RIVER MILE

				<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801		LAKE HERMITAGE MARSH CREATION		BORROW AREA LAYOUT	
						STATE PROJECT NUMBER: BA-42		DATE: SEPTEMBER 2011	
REV.				DRAWN BY: KRISTI CANTU		APPROVED BY: JERRY CARROLL, P.E.		SHEET 4 OF 28	
DATE				DESIGNED BY: RUDOLPH SIMONEAUX, P.E.					
DESCRIPTION				BY					

SECTION (STA)	SHORELINE RESTORATION TEMPLATE COORDINATES							
	LAKESIDE TOE		LAKESIDE CROWN		MARSHSIDE CROWN		MARSHSIDE TOE	
	EASTING	NORTHING	EASTING	NORTHING	EASTING	NORTHING	EASTING	NORTHING
305+00	3,749,217	389,214	3,749,539	389,214	3,749,589	389,214	3,749,664	389,214
310+00	3,749,122	389,712	3,749,478	389,714	3,749,529	389,710	3,749,609	389,714
315+00	3,749,214	390,214	3,749,627	390,213	3,749,678	390,210	3,749,763	390,213
325+00	3,748,840	390,782	3,749,098	391,010	3,749,133	391,049	3,749,221	391,120
330+00	3,748,564	391,211	3,748,830	391,442	3,748,870	391,474	3,748,922	391,524
335+00	3,748,192	391,550	3,748,470	391,792	3,748,512	391,825	3,748,580	391,888
340+00	3,748,059	392,094	3,748,319	392,325	3,748,352	392,362	3,748,414	392,410
345+00	3,747,685	392,431	3,747,936	392,654	3,747,973	392,687	3,748,027	392,734
355+00	3,746,860	393,036	3,747,097	393,247	3,747,136	393,281	3,747,193	393,331
360+00	3,746,460	393,350	3,746,699	393,564	3,746,739	393,597	3,746,793	393,643
365+00	3,746,049	393,654	3,746,296	393,873	3,746,340	393,912	3,746,402	393,968

SOIL BORINGS		
	NORTHING	EASTING
B-4	393,507.12	3,746,635.85
B-5	390,439.24	3,749,404.04
B-6	388,279.84	3,749,359.40

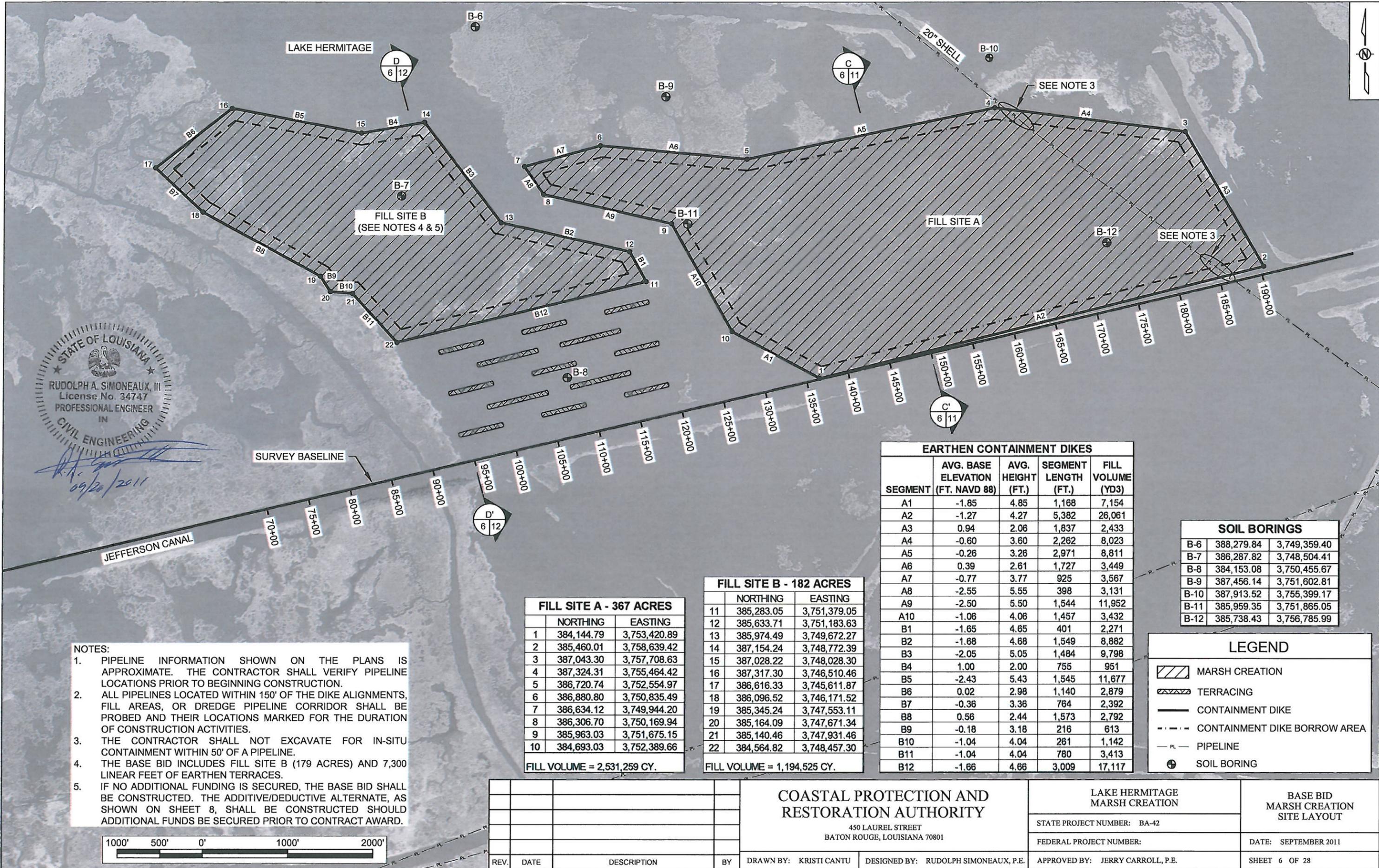


LEGEND	
	SHORELINE RESTORATION
	SURVEY TRANSECT
	PIPELINE
	SOIL BORING
	SECONDARY MONUMENT

NOTES:  
 1. PIPELINE INFORMATION SHOWN ON PLANS IS APPROXIMATE. THE CONTRACTOR SHALL VERIFY PIPELINE LOCATIONS PRIOR TO BEGINNING CONSTRUCTION.  
 2. ALL PIPELINES LOCATED WITHIN 150' OF THE DIKE ALIGNMENTS, FILL AREAS, OR DREDGE PIPELINE CORRIDOR SHALL BE PROBED AND THEIR LOCATIONS MARKED FOR THE DURATION OF CONSTRUCTION ACTIVITIES.



				<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b>		LAKE HERMITAGE MARSH CREATION		SHORELINE RESTORATION LAYOUT	
				450 LAUREL STREET BATON ROUGE, LOUISIANA 70801					
						STATE PROJECT NUMBER: BA-42			
						FEDERAL PROJECT NUMBER:		DATE: SEPTEMBER 2011	
REV.	DATE	DESCRIPTION	BY	DRAWN BY: KRISTI CANTU	DESIGNED BY: RUDOLPH SIMONEAUX, P.E.	APPROVED BY: JERRY CARROLL, P.E.		SHEET 5 OF 28	



STATE OF LOUISIANA  
 RUDOLPH A. SIMONEAUX, III  
 License No. 34747  
 PROFESSIONAL ENGINEER  
 IN  
 CIVIL ENGINEERING  
 09/20/2011

- NOTES:
- PIPELINE INFORMATION SHOWN ON THE PLANS IS APPROXIMATE. THE CONTRACTOR SHALL VERIFY PIPELINE LOCATIONS PRIOR TO BEGINNING CONSTRUCTION.
  - ALL PIPELINES LOCATED WITHIN 150' OF THE DIKE ALIGNMENTS, FILL AREAS, OR DREDGE PIPELINE CORRIDOR SHALL BE PROBED AND THEIR LOCATIONS MARKED FOR THE DURATION OF CONSTRUCTION ACTIVITIES.
  - THE CONTRACTOR SHALL NOT EXCAVATE FOR IN-SITU CONTAINMENT WITHIN 50' OF A PIPELINE.
  - THE BASE BID INCLUDES FILL SITE B (179 ACRES) AND 7,300 LINEAR FEET OF EARTHEN TERRACES.
  - IF NO ADDITIONAL FUNDING IS SECURED, THE BASE BID SHALL BE CONSTRUCTED. THE ADDITIVE/DEDUCTIVE ALTERNATE, AS SHOWN ON SHEET 8, SHALL BE CONSTRUCTED SHOULD ADDITIONAL FUNDS BE SECURED PRIOR TO CONTRACT AWARD.

**FILL SITE A - 367 ACRES**

	NORTHING	EASTING
1	384,144.79	3,753,420.89
2	385,460.01	3,758,639.42
3	387,043.30	3,757,708.63
4	387,324.31	3,755,464.42
5	386,720.74	3,752,554.97
6	386,880.80	3,750,835.49
7	386,634.12	3,749,944.20
8	386,306.70	3,750,169.94
9	385,963.03	3,751,675.15
10	384,693.03	3,752,389.66

FILL VOLUME = 2,531,259 CY.

**FILL SITE B - 182 ACRES**

	NORTHING	EASTING
11	385,283.05	3,751,379.05
12	385,633.71	3,751,183.63
13	385,974.49	3,749,672.27
14	387,154.24	3,748,772.39
15	387,028.22	3,748,028.30
16	387,317.30	3,746,510.46
17	386,616.33	3,745,611.87
18	386,096.52	3,746,171.52
19	385,345.24	3,747,553.11
20	385,164.09	3,747,671.34
21	385,140.46	3,747,931.46
22	384,564.82	3,748,457.30

FILL VOLUME = 1,194,525 CY.

**EARTHEN CONTAINMENT DIKES**

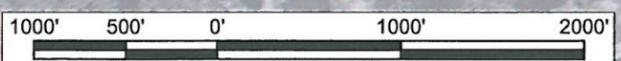
SEGMENT	AVG. BASE ELEVATION (FT. NAVD 88)	AVG. HEIGHT (FT.)	SEGMENT LENGTH (FT.)	FILL VOLUME (YD3)
A1	-1.85	4.85	1,168	7,154
A2	-1.27	4.27	5,382	26,061
A3	0.94	2.06	1,837	2,433
A4	-0.60	3.60	2,262	8,023
A5	-0.26	3.26	2,971	8,811
A6	0.39	2.61	1,727	3,449
A7	-0.77	3.77	925	3,567
A8	-2.55	5.55	398	3,131
A9	-2.50	5.50	1,544	11,952
A10	-1.06	4.06	1,457	3,432
B1	-1.65	4.65	401	2,271
B2	-1.68	4.68	1,549	8,882
B3	-2.05	5.05	1,484	9,798
B4	1.00	2.00	755	951
B5	-2.43	5.43	1,545	11,677
B6	0.02	2.98	1,140	2,879
B7	-0.36	3.36	764	2,392
B8	0.56	2.44	1,573	2,792
B9	-0.18	3.18	216	613
B10	-1.04	4.04	261	1,142
B11	-1.04	4.04	780	3,413
B12	-1.66	4.66	3,009	17,117

**SOIL BORINGS**

B-6	388,279.84	3,749,359.40
B-7	386,287.82	3,748,504.41
B-8	384,153.08	3,750,455.67
B-9	387,456.14	3,751,602.81
B-10	387,913.52	3,755,399.17
B-11	385,959.35	3,751,865.05
B-12	385,738.43	3,756,785.99

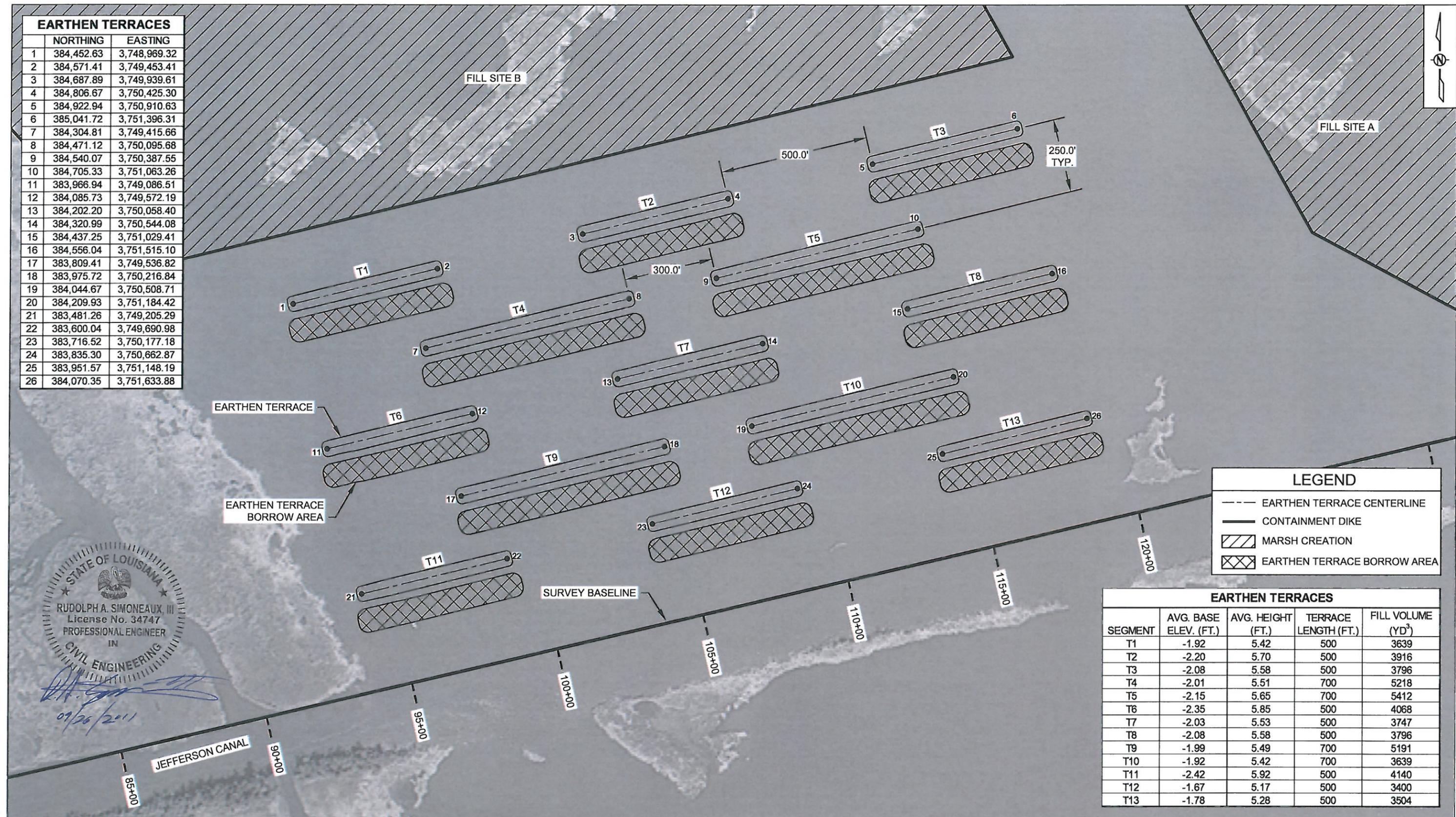
**LEGEND**

- MARSH CREATION
- TERRACING
- CONTAINMENT DIKE
- CONTAINMENT DIKE BORROW AREA
- PIPELINE
- SOIL BORING



COASTAL PROTECTION AND RESTORATION AUTHORITY 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801				LAKE HERMITAGE MARSH CREATION		BASE BID MARSH CREATION SITE LAYOUT
				STATE PROJECT NUMBER: BA-42		
REV. DATE DESCRIPTION BY				FEDERAL PROJECT NUMBER:		DATE: SEPTEMBER 2011
				DRAWN BY: KRISTI CANTU		DESIGNED BY: RUDOLPH SIMONEAUX, P.E.

EARTHEN TERRACES		
	NORTHING	EASTING
1	384,452.63	3,748,969.32
2	384,571.41	3,749,453.41
3	384,687.89	3,749,939.61
4	384,806.67	3,750,425.30
5	384,922.94	3,750,910.63
6	385,041.72	3,751,396.31
7	384,304.81	3,749,415.66
8	384,471.12	3,750,095.68
9	384,540.07	3,750,387.55
10	384,705.33	3,751,063.26
11	383,966.94	3,749,086.51
12	384,085.73	3,749,572.19
13	384,202.20	3,750,058.40
14	384,320.99	3,750,544.08
15	384,437.25	3,751,029.41
16	384,556.04	3,751,515.10
17	383,809.41	3,749,536.82
18	383,975.72	3,750,216.84
19	384,044.67	3,750,508.71
20	384,209.93	3,751,184.42
21	383,481.26	3,749,205.29
22	383,600.04	3,749,690.98
23	383,716.52	3,750,177.18
24	383,835.30	3,750,662.87
25	383,951.57	3,751,148.19
26	384,070.35	3,751,633.88



LEGEND	
---	EARTHEN TERRACE CENTERLINE
—	CONTAINMENT DIKE
▨	MARSH CREATION
▩	EARTHEN TERRACE BORROW AREA

EARTHEN TERRACES				
SEGMENT	AVG. BASE ELEV. (FT.)	AVG. HEIGHT (FT.)	TERRACE LENGTH (FT.)	FILL VOLUME (YD <sup>3</sup> )
T1	-1.92	5.42	500	3639
T2	-2.20	5.70	500	3916
T3	-2.08	5.58	500	3796
T4	-2.01	5.51	700	5218
T5	-2.15	5.65	700	5412
T6	-2.35	5.85	500	4068
T7	-2.03	5.53	500	3747
T8	-2.08	5.58	500	3796
T9	-1.99	5.49	700	5191
T10	-1.92	5.42	700	3639
T11	-2.42	5.92	500	4140
T12	-1.67	5.17	500	3400
T13	-1.78	5.28	500	3504

STATE OF LOUISIANA  
 RUDOLPH A. SIMONEAUX, III  
 License No. 34747  
 PROFESSIONAL ENGINEER  
 IN  
 CIVIL ENGINEERING  
 09/26/2011

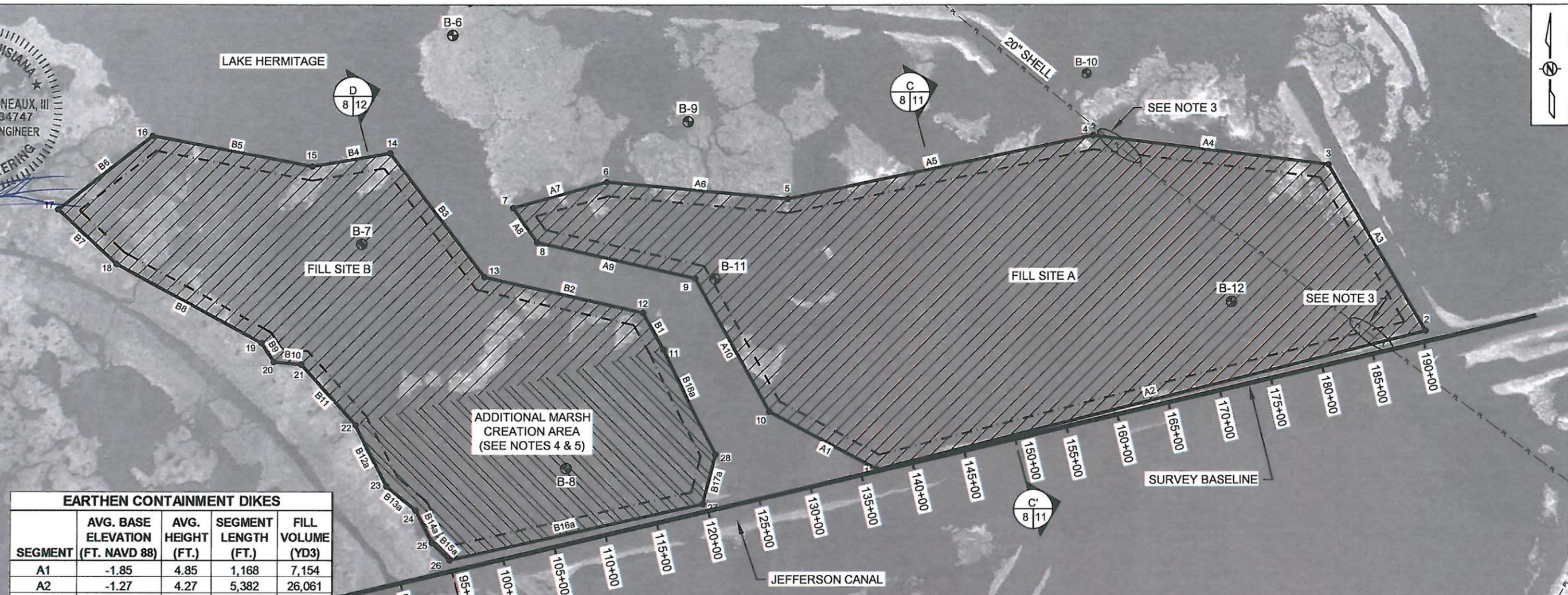
NOTE:  
 SEE EARTHEN TERRACE DETAIL ON SHEET 12.



				<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801		LAKE HERMITAGE MARSH CREATION		BASE BID - EARTHEN TERRACE LAYOUT	
						STATE PROJECT NUMBER: BA-42			DATE: SEPTEMBER 2011
						FEDERAL PROJECT NUMBER:			
REV.	DATE	DESCRIPTION	BY	DRAWN BY: KRISTI CANTU	DESIGNED BY: RUDOLPH SIMONEAUX, P.E.	APPROVED BY: JERRY CARROLL, P.E.	SHEET 7 OF 28		



04/26/2011



EARTHEN CONTAINMENT DIKES				
SEGMENT	AVG. BASE ELEVATION (FT. NAVD 88)	AVG. HEIGHT (FT.)	SEGMENT LENGTH (FT.)	FILL VOLUME (YD3)
A1	-1.85	4.85	1,168	7,154
A2	-1.27	4.27	5,382	26,061
A3	0.94	2.06	1,837	2,433
A4	-0.60	3.60	2,262	8,023
A5	-0.26	3.26	2,971	8,811
A6	0.39	2.61	1,727	3,449
A7	-0.77	3.77	925	3,567
A8	-2.55	5.55	398	3,131
A9	-2.50	5.50	1,544	11,952
A10	-1.06	4.06	1,457	3,432
B1	-1.65	4.65	401	2,271
B2	-1.68	4.68	1,549	8,882
B3	-2.05	5.05	1,484	9,798
B4	1.00	2.00	755	951
B5	-2.43	5.43	1,545	11,677
B6	0.02	2.98	1,140	2,879
B7	-0.36	3.36	764	2,392
B8	0.56	2.44	1,573	2,792
B9	-0.18	3.18	216	613
B10	-1.04	4.04	261	1,142
B11	-1.04	4.04	780	3,413
B12a	-1.00	4.00	654	2,810
B13a	-1.00	4.00	360	1,547
B14a	-1.10	4.10	345	1,551
B15a	-0.90	3.90	234	960
B16a	-1.20	4.20	2,461	11,561
B17a	-0.75	3.75	487	1,860
B18a	-1.95	4.95	1,114	709

SEE NOTE 6.

FILL SITE A - 367 ACRES		
	NORTHING	EASTING
1	384,144.79	3,753,420.89
2	385,460.01	3,758,639.42
3	387,043.30	3,757,708.63
4	387,324.31	3,755,464.42
5	386,720.74	3,752,554.97
6	386,880.80	3,750,835.49
7	386,634.12	3,749,944.20
8	386,306.70	3,750,169.94
9	385,963.03	3,751,675.15
10	384,693.03	3,752,389.66

FILL VOLUME = 2,531,259 CY.

FILL SITE B - 283 ACRES		
	NORTHING	EASTING
11	385,283.05	3,751,379.05
12	385,633.71	3,751,183.63
13	385,974.49	3,749,672.27
14	387,154.24	3,748,772.39
15	387,028.22	3,748,028.30
16	387,317.30	3,746,510.46
17	386,616.33	3,745,611.87
18	386,096.52	3,746,171.52
19	385,345.24	3,747,553.11
20	385,164.09	3,747,671.34
21	385,140.46	3,747,931.46
22	384,564.82	3,748,457.30
23	383,981.41	3,748,751.81
24	383,752.00	3,749,029.73
25	383,444.38	3,749,185.94
26	383,280.70	3,749,352.99
27	383,814.91	3,751,755.35
28	384,286.31	3,751,875.92

FILL VOLUME = 1,985,263 CY.

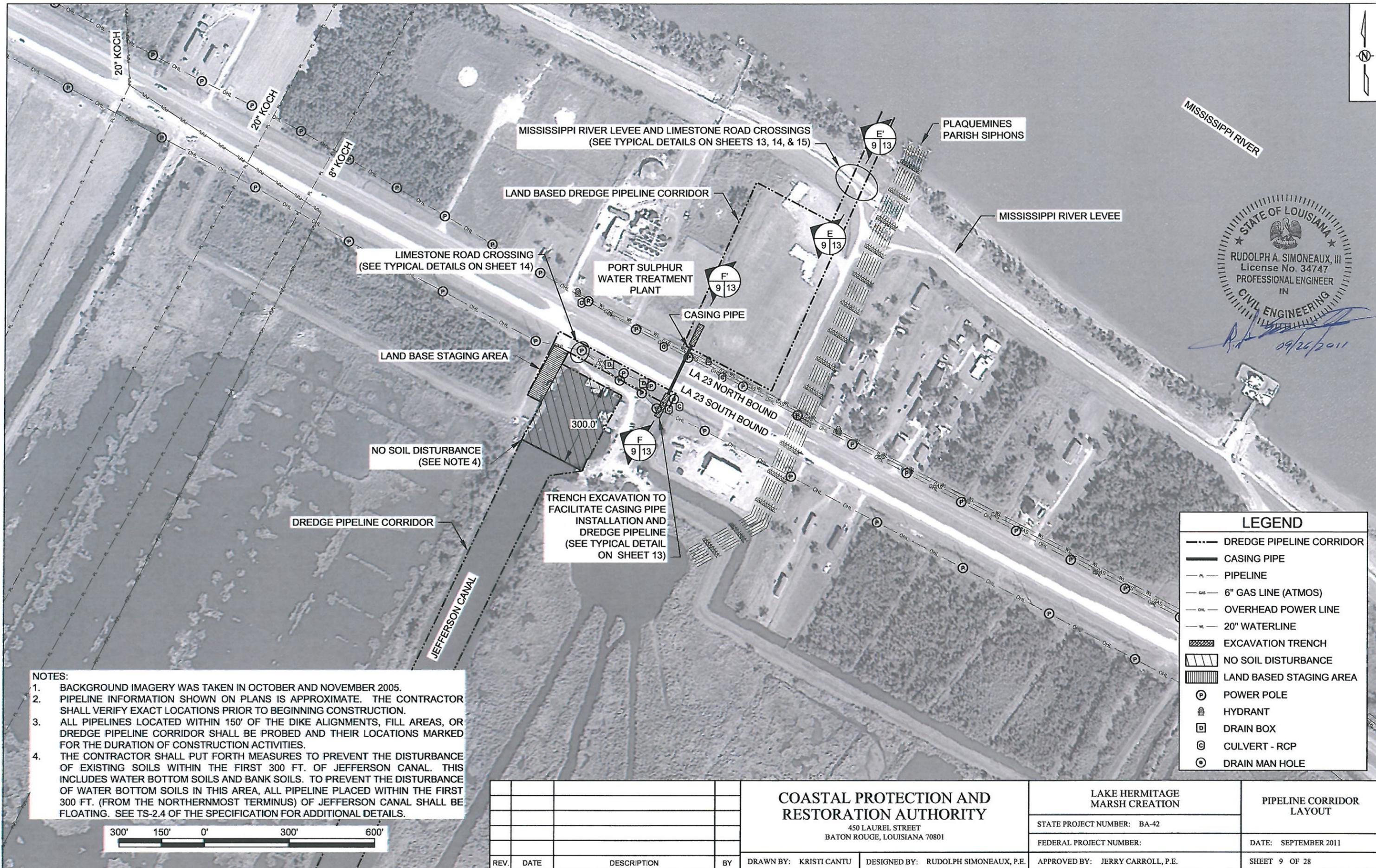
SOIL BORINGS		
B-6	388,279.84	3,749,359.40
B-7	386,287.82	3,748,504.41
B-8	384,153.08	3,750,455.67
B-9	387,456.14	3,751,602.81
B-10	387,913.52	3,755,399.17
B-11	385,959.35	3,751,865.05
B-12	385,738.43	3,756,785.99

- NOTES:
- PIPELINE INFORMATION SHOWN ON THE PLANS IS APPROXIMATE. THE CONTRACTOR SHALL VERIFY PIPELINE LOCATIONS PRIOR TO BEGINNING CONSTRUCTION.
  - ALL PIPELINES LOCATED WITHIN 150' OF THE DIKE ALIGNMENTS, FILL AREAS, OR DREDGE PIPELINE CORRIDOR SHALL BE PROBED AND THEIR LOCATIONS MARKED FOR THE DURATION OF CONSTRUCTION ACTIVITIES.
  - THE CONTRACTOR SHALL NOT EXCAVATE FOR IN-SITU CONTAINMENT WITHIN 50' OF A PIPELINE.
  - THE ADDITIVE/DEDUCTIVE ALTERNATE INCLUDES EXPANSION OF FILL SITE B (283 ACRES) IN LIEU OF THE EARTHEN TERRACES.
  - THE ADDITIVE/DEDUCTIVE ALTERNATE SHALL BE CONSTRUCTED SHOULD ADDITIONAL FUNDS BE SECURED PRIOR TO CONTRACT AWARD. IF NO ADDITIONAL FUNDING IS SECURED, THE BASE BID, AS SHOWN ON SHEET 6 SHALL BE CONSTRUCTED.
  - ESTIMATED DESIGN QUANTITIES SHOWN ARE FOR BIDDING PURPOSES AND WERE BASED ON DESIGN SURVEYS.

LEGEND	
	CWPPRA MARSH CREATION
	ADDITIVE/DEDUCTIVE ALTERNATE MARSH CREATION
	CONTAINMENT DIKE
	CONTAINMENT DIKE BORROW AREA
	PIPELINE
	SOIL BORING



<p align="center"><b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801</p>				LAKE HERMITAGE MARSH CREATION		ADDITIVE/DEDUCTIVE ALTERNATE MARSH CREATION SITE LAYOUT
				STATE PROJECT NUMBER: BA-42		
REV. DATE DESCRIPTION BY				FEDERAL PROJECT NUMBER:		DATE: SEPTEMBER 2011
DRAWN BY: KRISTI CANTU				DESIGNED BY: RUDOLPH SIMONEAUX, P.E.		APPROVED BY: JERRY CARROLL, P.E.
						SHEET 8 OF 28



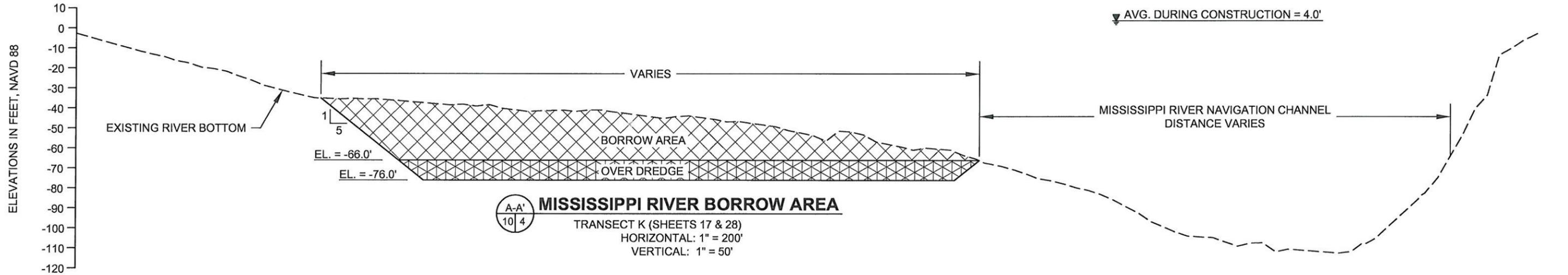
STATE OF LOUISIANA  
 RUDOLPH A. SIMONEAUX, III  
 License No. 34747  
 PROFESSIONAL ENGINEER  
 IN  
 CIVIL ENGINEERING  
*R.A. Simoneaux*  
 09/26/2011

**NOTES:**

- BACKGROUND IMAGERY WAS TAKEN IN OCTOBER AND NOVEMBER 2005.
- PIPELINE INFORMATION SHOWN ON PLANS IS APPROXIMATE. THE CONTRACTOR SHALL VERIFY EXACT LOCATIONS PRIOR TO BEGINNING CONSTRUCTION.
- ALL PIPELINES LOCATED WITHIN 150' OF THE DIKE ALIGNMENTS, FILL AREAS, OR DREDGE PIPELINE CORRIDOR SHALL BE PROBED AND THEIR LOCATIONS MARKED FOR THE DURATION OF CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL PUT FORTH MEASURES TO PREVENT THE DISTURBANCE OF EXISTING SOILS WITHIN THE FIRST 300 FT. OF JEFFERSON CANAL. THIS INCLUDES WATER BOTTOM SOILS AND BANK SOILS. TO PREVENT THE DISTURBANCE OF WATER BOTTOM SOILS IN THIS AREA, ALL PIPELINE PLACED WITHIN THE FIRST 300 FT. (FROM THE NORTHERNMOST TERMINUS) OF JEFFERSON CANAL SHALL BE FLOATING. SEE TS-2.4 OF THE SPECIFICATION FOR ADDITIONAL DETAILS.

LEGEND	
---	DREDGE PIPELINE CORRIDOR
—	CASING PIPE
— PL —	PIPELINE
— GAS —	6" GAS LINE (ATMOS)
— OHL —	OVERHEAD POWER LINE
— WL —	20" WATERLINE
[Hatched Box]	EXCAVATION TRENCH
[Diagonal Lines Box]	NO SOIL DISTURBANCE
[Horizontal Lines Box]	LAND BASED STAGING AREA
(P)	POWER POLE
(H)	HYDRANT
(D)	DRAIN BOX
(C)	CULVERT - RCP
(M)	DRAIN MAN HOLE

<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801				LAKE HERMITAGE MARSH CREATION		PIPELINE CORRIDOR LAYOUT
				STATE PROJECT NUMBER: BA-42		
REV.    DATE    DESCRIPTION    BY				FEDERAL PROJECT NUMBER:		DATE: SEPTEMBER 2011
				DRAWN BY: KRISTI CANTU		DESIGNED BY: RUDOLPH SIMONEAUX, P.E.



**MISSISSIPPI RIVER BORROW AREA**  
 TRANSECT K (SHEETS 17 & 28)  
 HORIZONTAL: 1" = 200'  
 VERTICAL: 1" = 50'



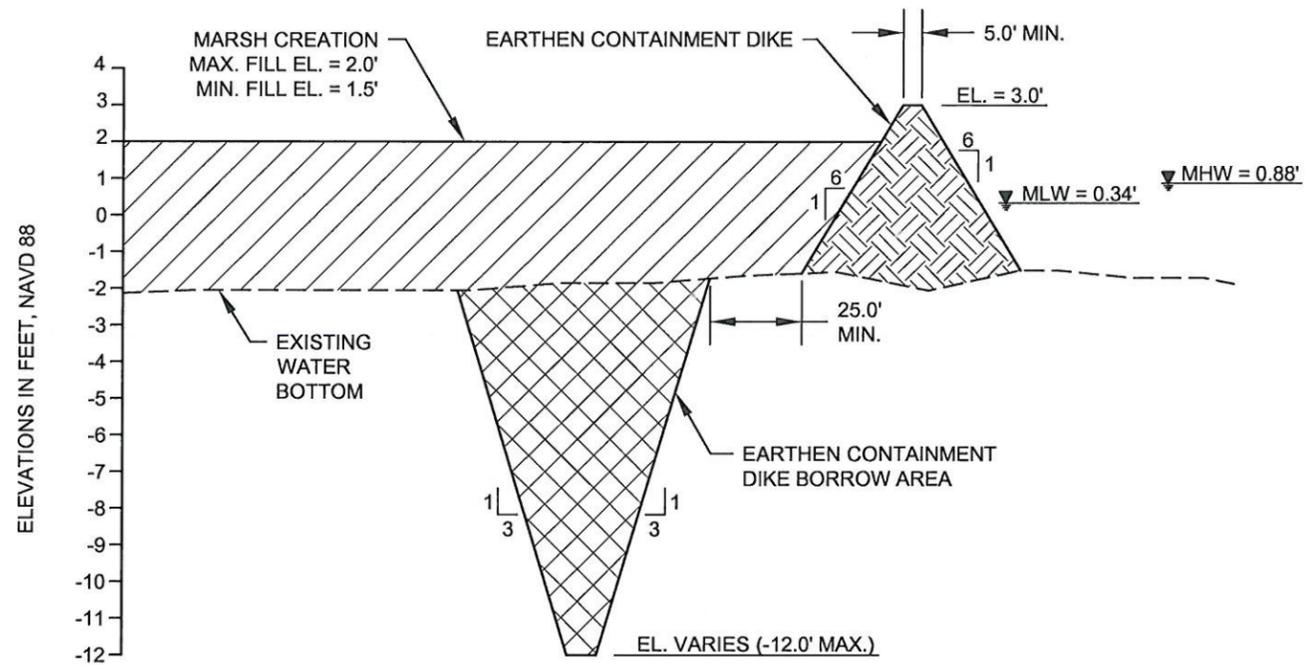
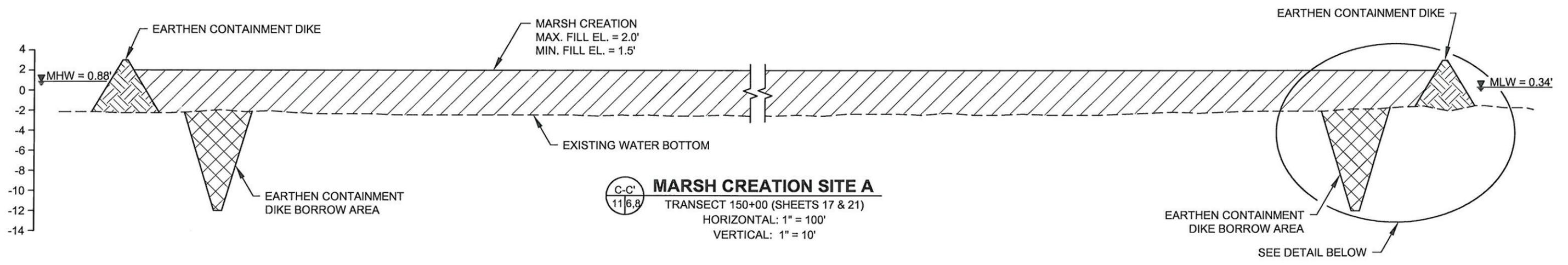
**SHORELINE RESTORATION**  
 TRANSECT 330+00 (SHEETS 17 & 23)  
 HORIZONTAL: 1" = 100'  
 VERTICAL: 1" = 5'

STATE OF LOUISIANA  
 RUDOLPH A. SIMONEAUX, III  
 License No. 34747  
 PROFESSIONAL ENGINEER  
 IN  
 CIVIL ENGINEERING  
*R.A. Simoneaux, III*  
 09/26/2011

LEGEND	
	BORROW AREA
	OVER DREDGE
	SAND FILL

				<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801		LAKE HERMITAGE MARSH CREATION		BORROW AREA AND SHORELINE RESTORATION TYPICAL SECTIONS	
						STATE PROJECT NUMBER: BA-42			
						FEDERAL PROJECT NUMBER:		DATE: SEPTEMBER 2011	
REV.	DATE	DESCRIPTION	BY	DRAWN BY: KRISTI CANTU	DESIGNED BY: RUDOLPH SIMONEAUX, P.E.	APPROVED BY: JERRY CARROLL, P.E.		SHEET 10 OF 28	

ELEVATIONS IN FEET, NAVD 88

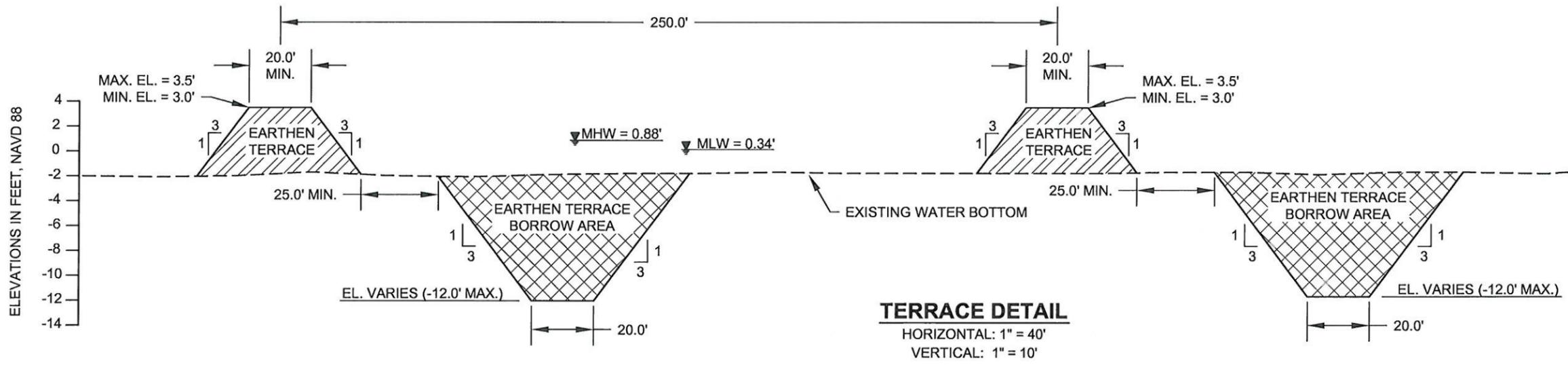
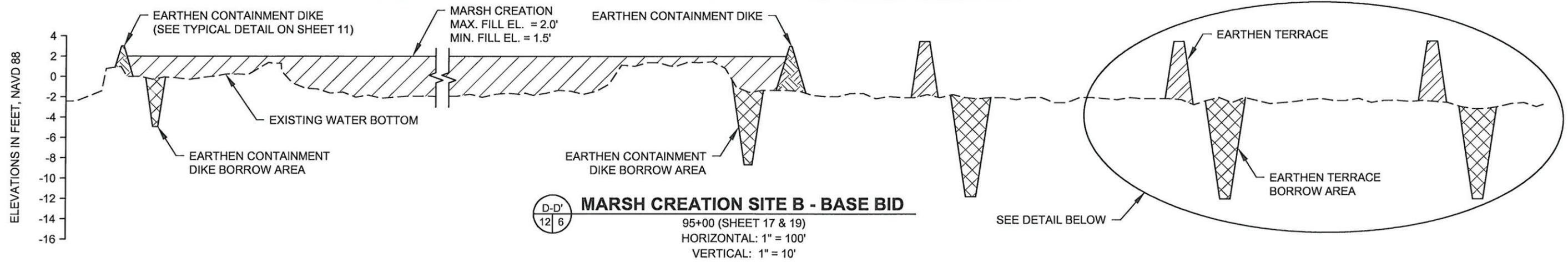


STATE OF LOUISIANA  
 RUDOLPH A. SIMONEAUX, III  
 License No. 34747  
 PROFESSIONAL ENGINEER  
 IN  
 CIVIL ENGINEERING

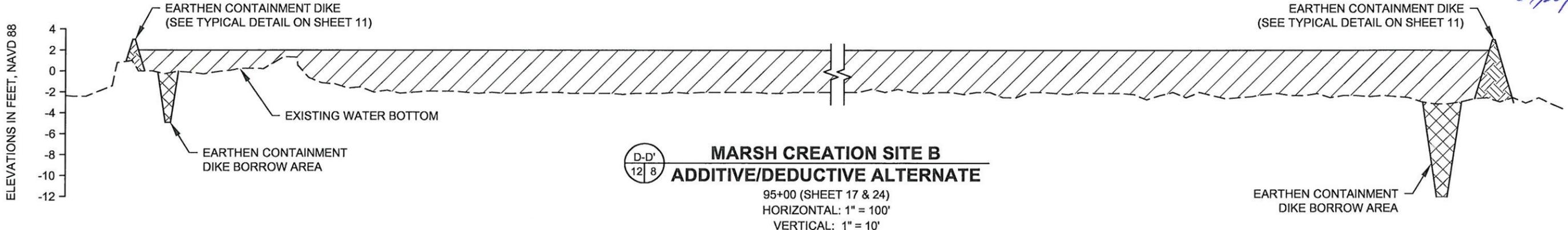
*[Signature]*  
 09/26/2011

LEGEND	
---	EXISTING GROUND/WATER BOTTOM
▨	MARSH CREATION (FILL)
▩	EARTHEN CONTAINMENT DIKE
▧	BORROW AREA

					<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801		LAKE HERMITAGE MARSH CREATION		MARSH CREATION SITE A TYPICAL SECTION	
							STATE PROJECT NUMBER: BA-42		DATE: SEPTEMBER 2011	
							FEDERAL PROJECT NUMBER:		APPROVED BY: JERRY CARROLL, P.E.	
REV.	DATE	DESCRIPTION	BY	DRAWN BY: KRISTI CANTU	DESIGNED BY: RUDOLPH SIMONEAUX, P.E.	APPROVED BY: JERRY CARROLL, P.E.		SHEET 11 OF 28		



STATE OF LOUISIANA  
 RUDOLPH A. SIMONEAUX, III  
 License No. 34747  
 PROFESSIONAL ENGINEER  
 IN  
 CIVIL ENGINEERING  
 09/26/2011

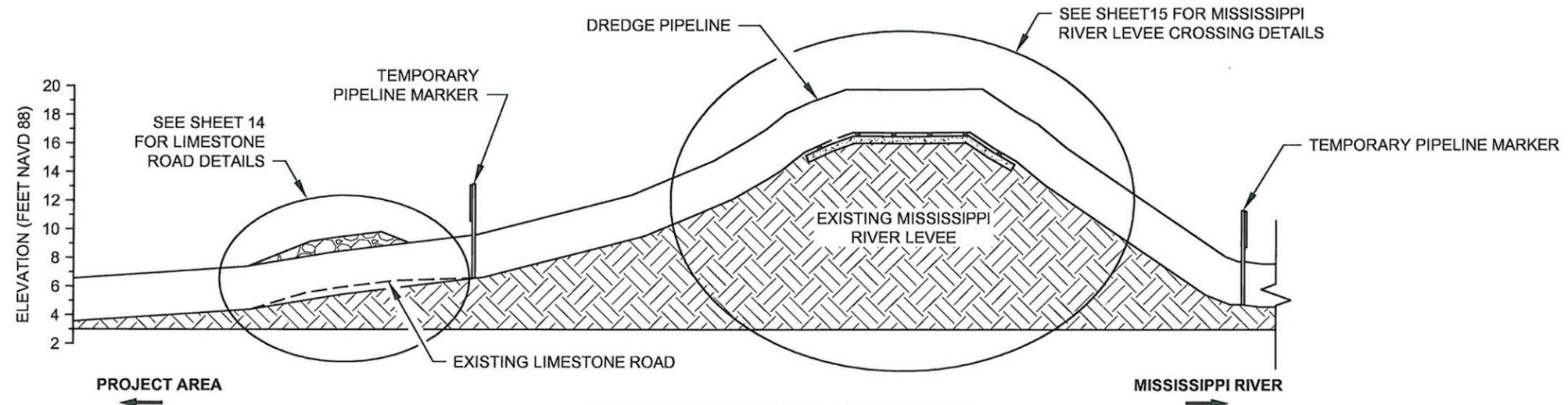


**LEGEND**

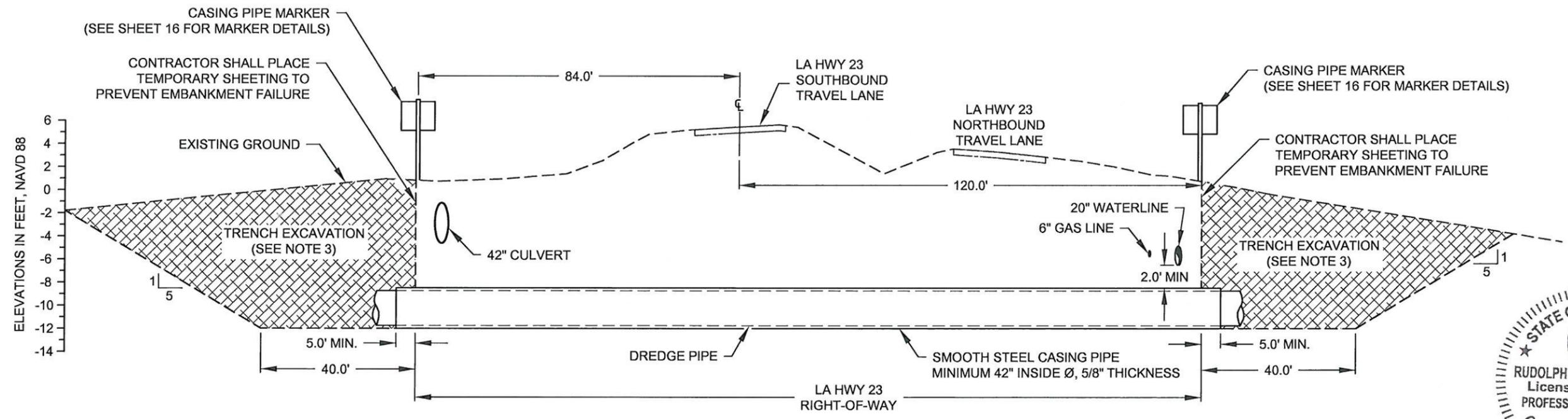
	EARTHEN CONTAINMENT DIKE		MARSH CREATION (FILL)
	EARTHEN TERRACE		EXISTING WATER BOTTOM
	BORROW AREA		

REV.	DATE	DESCRIPTION	BY

<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801		LAKE HERMITAGE MARSH CREATION	MARSH CREATION SITE B TYPICAL SECTIONS
		STATE PROJECT NUMBER: BA-42	
DRAWN BY: KRISTI CANTU		FEDERAL PROJECT NUMBER:	DATE: SEPTEMBER 2011
DESIGNED BY: RUDOLPH SIMONEAUX, P.E.		APPROVED BY: JERRY CARROLL, P.E.	SHEET 12 OF 28



**MISSISSIPPI RIVER LEVEE AND ADJACENT LIMESTONE ROAD CROSSING**  
 E-E' 13 | 9  
 HORIZONTAL: 1" = 20'  
 VERTICAL: 1" = 10'

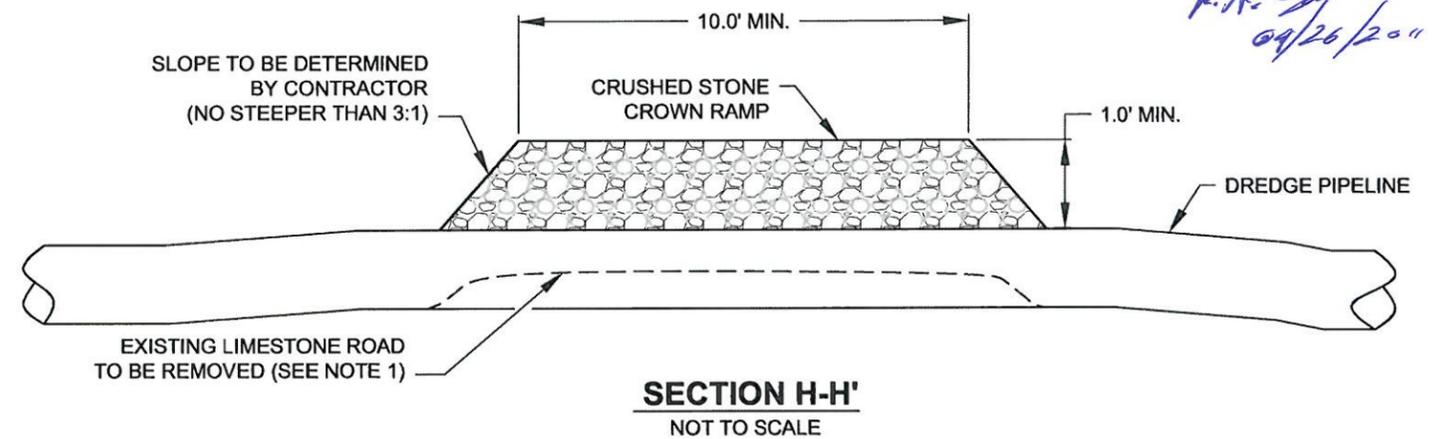
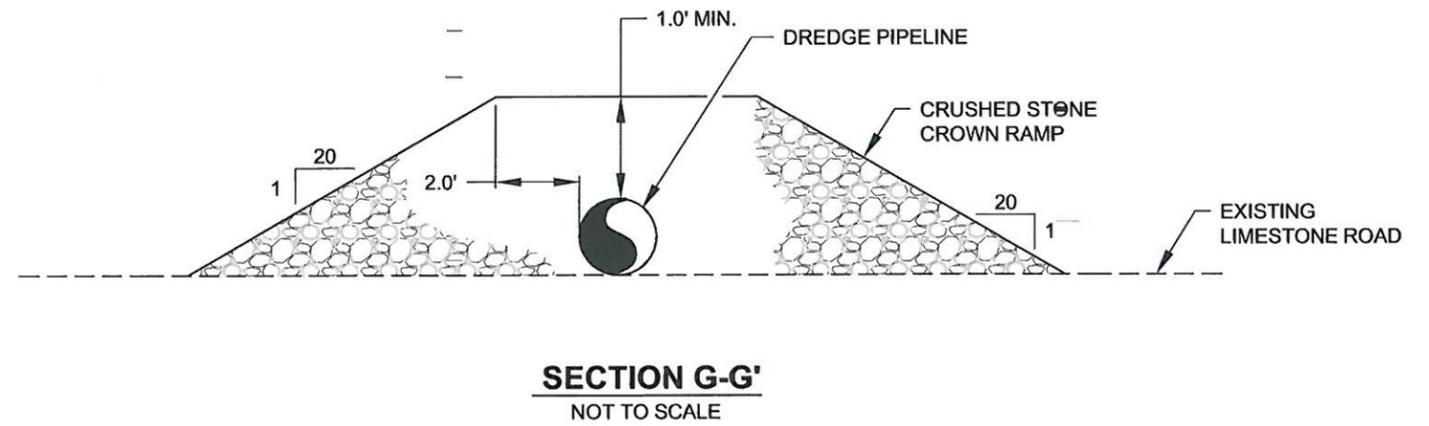
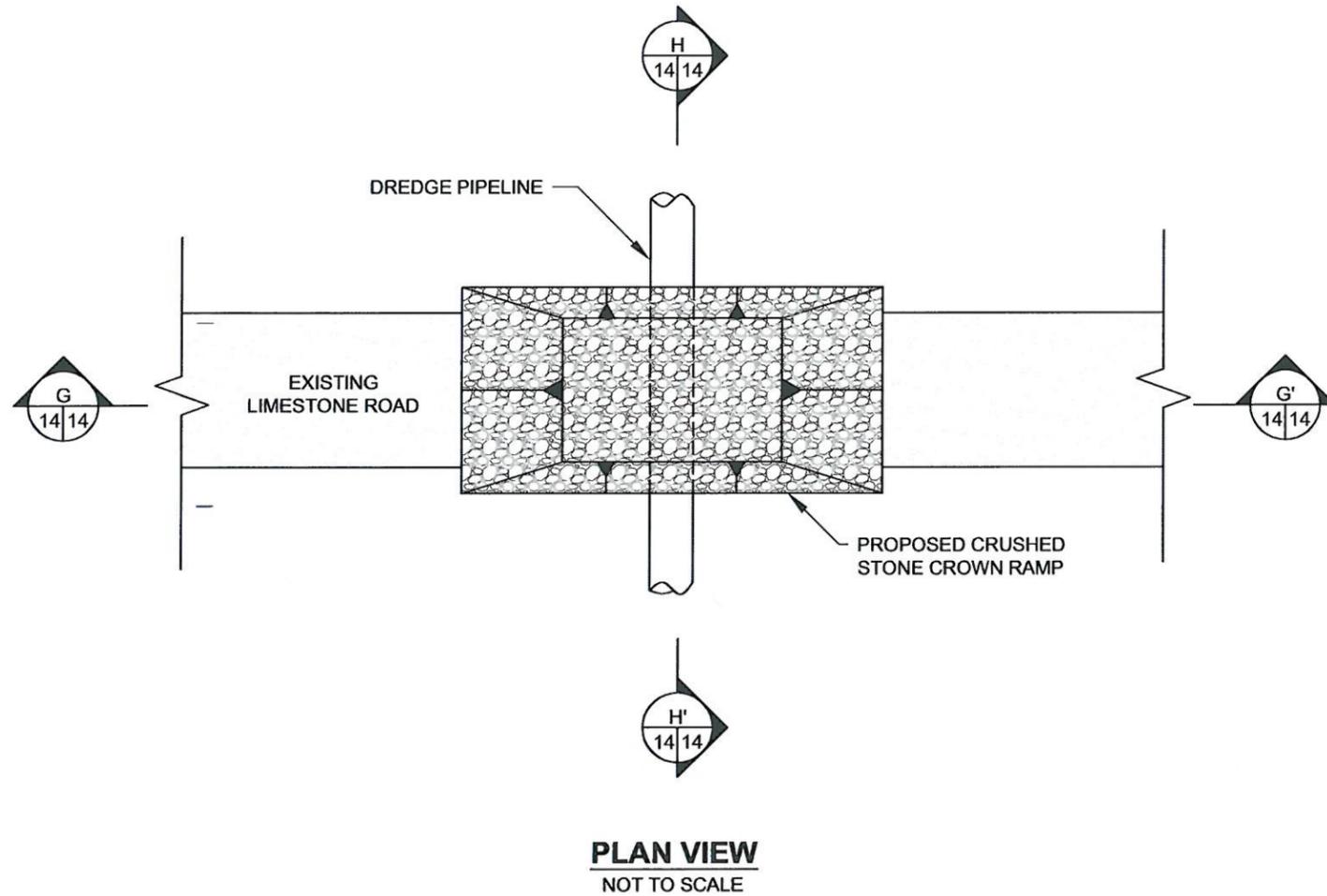


**HIGHWAY CROSSING**  
 F-F' 13 | 9  
 HORIZONTAL: 1" = 30'  
 VERTICAL: 1" = 10'



- NOTES:**
1. THE CONTRACTOR SHALL JACK THE MINIMUM 42" STEEL CASING PIPE UNDER THE LOUISIANA HIGHWAY 23 RIGHT-OF-WAY IN ACCORDANCE WITH LADOTD 2006 STANDARD SPECIFICATION 728. CASING PIPE DIAMETER SHALL BE NO GREATER THAN 48".
  2. THE CASING PIPE SHALL BE MADE OF SMOOTH WALL WELDED CARBON STEEL PIPE CONFORMING TO ASTM A139, GRADE B HAVING A MINIMUM YIELD STRENGTH OF 36,000 PSI. CASING PIPE SHALL BE COATED WITH COAL TAR EPOXY-POLYAMIDE PAINT, IN ACCORDANCE WITH THE LADOTD 2006 STANDARD SPECIFICATION 1008.04.
  3. TRENCH EXCAVATION TO FACILITATE THE JACKING CONSTRUCTION PER LADOTD 2006 STANDARD SPECIFICATION 728 (EMBANKMENT MAY BE STEPPED FOR SAFETY).

				<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b>		<b>LAKE HERMITAGE MARSH CREATION</b>		<b>MISSISSIPPI RIVER LEVEE AND HIGHWAY CROSSING SECTIONS</b>	
				450 LAUREL STREET BATON ROUGE, LOUISIANA 70801		STATE PROJECT NUMBER: BA-42		DATE: SEPTEMBER 2011	
				DRAWN BY: KRISTI CANTU		DESIGNED BY: RUDOLPH SIMONEAUX, P.E.		APPROVED BY: JERRY CARROLL, P.E.	
REV.	DATE	DESCRIPTION	BY					SHEET 13 OF 28	



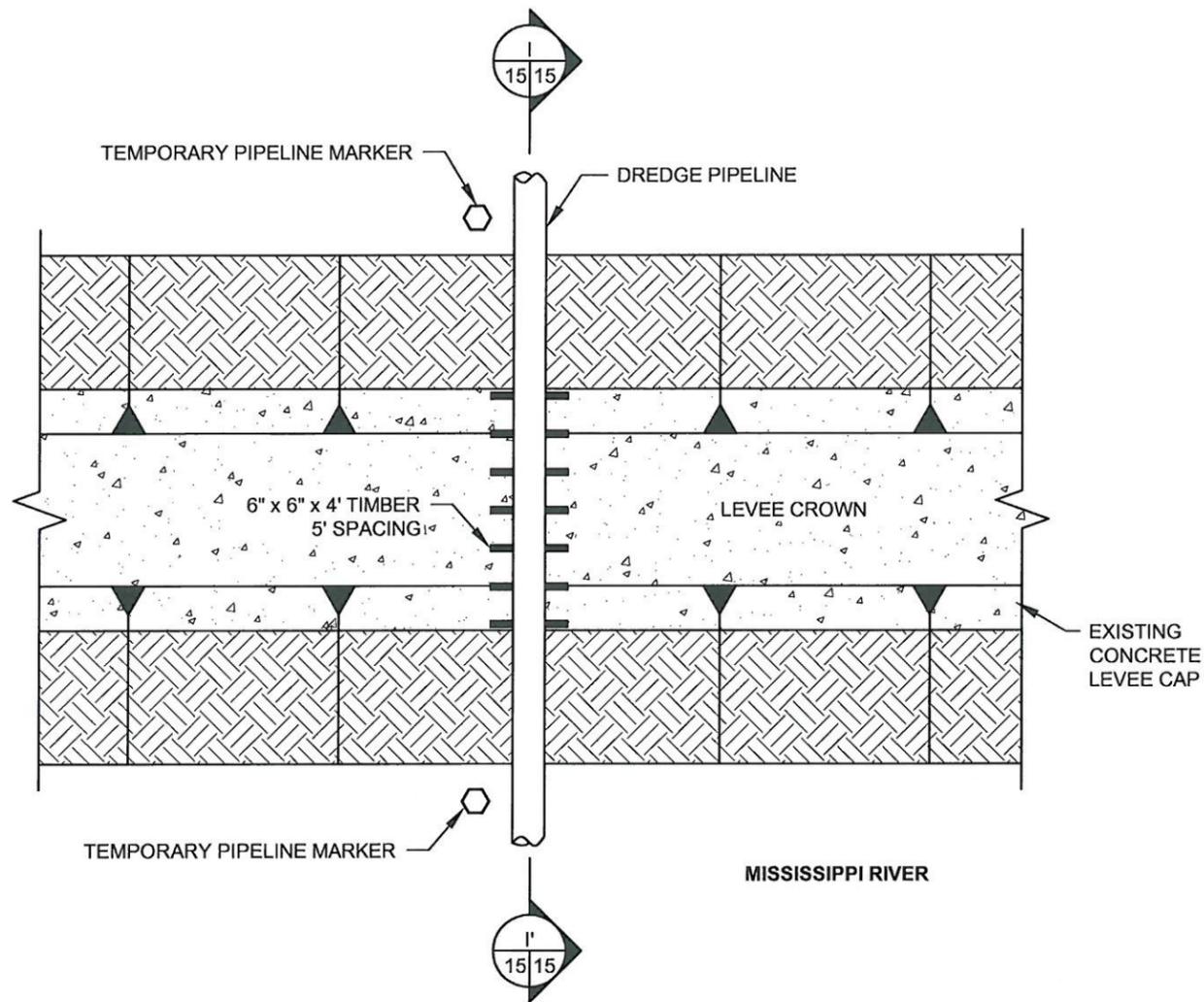
*R.A. Simoneaux, III*  
09/26/2011

**NOTES:**

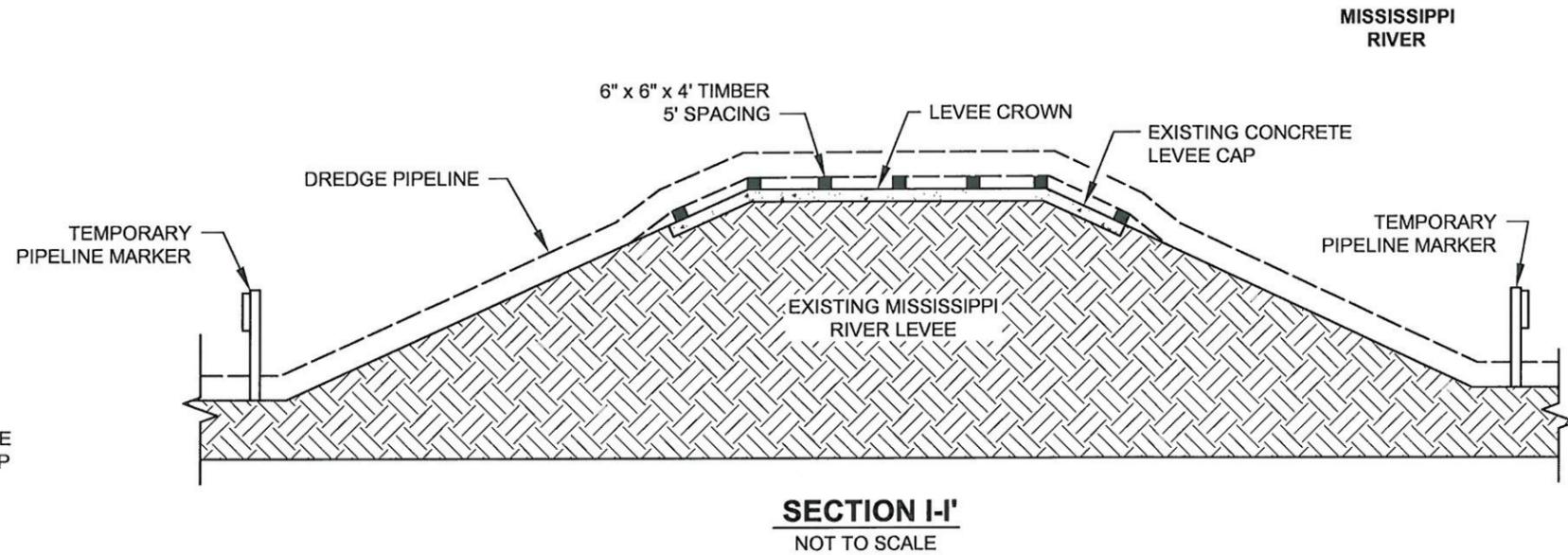
1. THE EXISTING LIMESTONE ROAD SHALL BE REMOVED FOR EASE OF CONSTRUCTION. AFTER THE REMOVAL OF DREDGE PIPE, THE ROAD SHALL BE REBUILT TO PRIOR CONDITION.
2. THE CROWN RAMP OVER THE DREDGE PIPELINE CROSSINGS SHALL CONSIST OF CRUSHED STONE FOR FULL WIDTH (10' MINIMUM) AND LENGTH OF RAMP. THE CRUSHED STONE MATERIAL SHALL CONFORM TO LADOTD 2006 STANDARD SPECIFICATION 1003.04 (a).
3. TEMPORARY PIPELINE MARKERS INDICATING OWNER, CONTENTS, AND ADDRESS FOR CONTACTING OWNER SHALL BE PLACED AND MAINTAINED AT EACH TOE OF THE LEVEE NEAR DREDGE PIPELINE.
4. ALL COSTS ASSOCIATED WITH DREDGE PIPELINE CROSSING CONSTRUCTION SHALL BE PAID PER BID ITEM NUMBER 1 "MOBILIZATION AND DEMOBILIZATION".
5. SEE SECTION TS-2.5 OF THE SPECIFICATIONS FOR INFORMATION REGARDING DREDGE PIPELINE CROSSINGS.

**LIMESTONE ROAD CROSSING**

				<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801		LAKE HERMITAGE MARSH CREATION		LIMESTONE ROAD CROSSING DETAILS	
						STATE PROJECT NUMBER: BA-42			
						FEDERAL PROJECT NUMBER:		DATE: SEPTEMBER 2011	
				DRAWN BY: KRISTI CANTU		DESIGNED BY: RUDOLPH SIMONEAUX, P.E.		APPROVED BY: JERRY CARROLL, P.E.	
REV.	DATE	DESCRIPTION	BY					SHEET 14 OF 28	



**MISSISSIPPI RIVER LEVEE  
PLAN VIEW**  
NOT TO SCALE



**SECTION I-I'**  
NOT TO SCALE



**NOTES:**

1. TEMPORARY PIPELINE MARKERS INDICATING OWNER, CONTENTS, AND ADDRESS FOR CONTACTING OWNER SHALL BE PLACED AND MAINTAINED AT EACH TOE OF THE LEVEE NEAR THE DREDGE PIPELINE.
2. ALL COSTS ASSOCIATED WITH DREDGE PIPELINE CROSSING CONSTRUCTION SHALL BE PAID PER BID ITEM NUMBER 1 "MOBILIZATION AND DEMOBILIZATION".
3. SEE SECTION TS-2.5 OF THE SPECIFICATIONS FOR INFORMATION REGARDING DREDGE PIPELINE CROSSINGS.

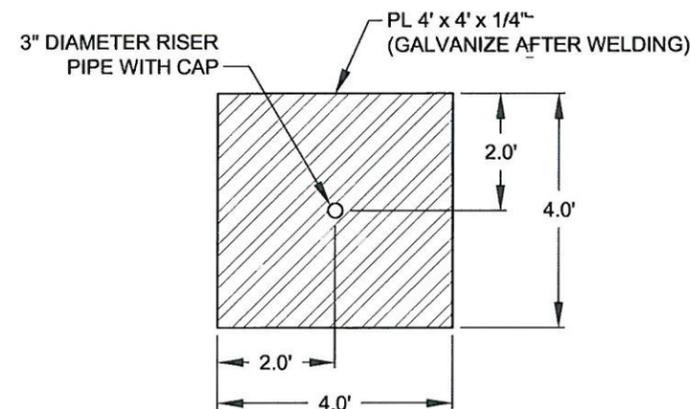
				<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801		LAKE HERMITAGE MARSH CREATION		MISSISSIPPI RIVER LEVEE CROSSING DETAILS	
						STATE PROJECT NUMBER: BA-42		DATE: SEPTEMBER 2011	
						FEDERAL PROJECT NUMBER:			
				DRAWN BY: KRISTI CANTU		DESIGNED BY: RUDOLPH SIMONEAUX, P.E.		APPROVED BY: JERRY CARROLL, P.E.	
REV.	DATE	DESCRIPTION	BY						



**CASING PIPE CAP**  
NOT TO SCALE

**CASING PIPE CAP NOTES:**

1. STEEL CASING PIPE CAPS SHALL BE 1/2" THICK AND SHALL BE COATED WITH COAL TAR EPOXY-POLYAMIDE PAINT, IN ACCORDANCE WITH THE LADOTD 2006 STANDARD SPECIFICATION 1008.04.
2. CAPS SHALL BE INSTALLED IN ACCORDANCE WITH CONSTRUCTION SPECIFICATIONS AFTER DREDGING OPERATIONS ARE COMPLETE, MARSH FILL ELEVATION HAS BEEN ACCEPTED, AND DREDGE SLURRY PIPELINE HAS BEEN REMOVED. CAPS SHALL BE WELDED TO CASING PIPE AND SHALL BE WATER TIGHT.

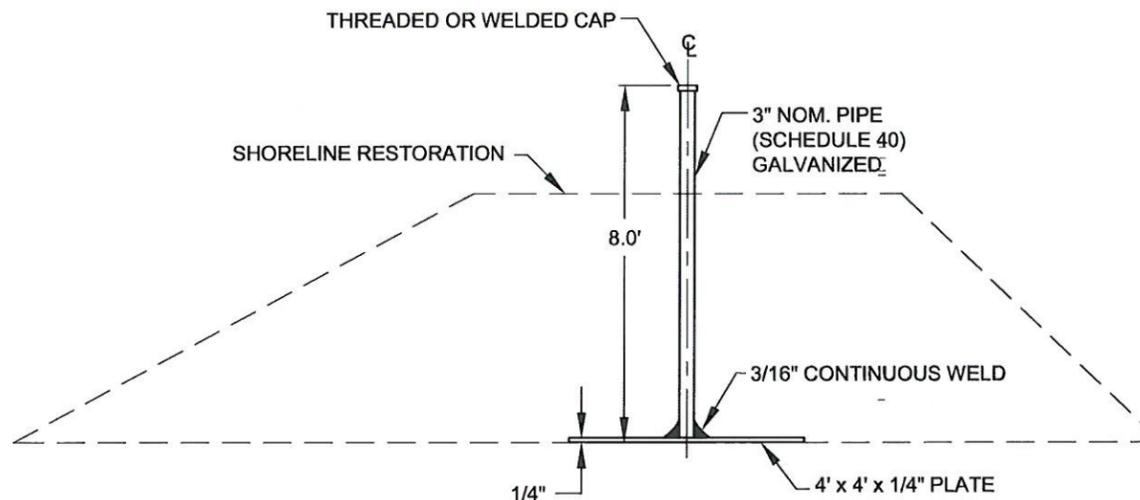


42 INCH SEDIMENT DELIVERY STEEL CASING PIPE  
PROPERTY OF LOUISIANA COASTAL PROTECTION AND RESTORATION AUTHORITY  
CONTACT PLAQUEMINES PARISH GOVERNMENT (504) 392-6690  
8056 HIGHWAY 23 BELLE CHASSE, LA 70037  
2011

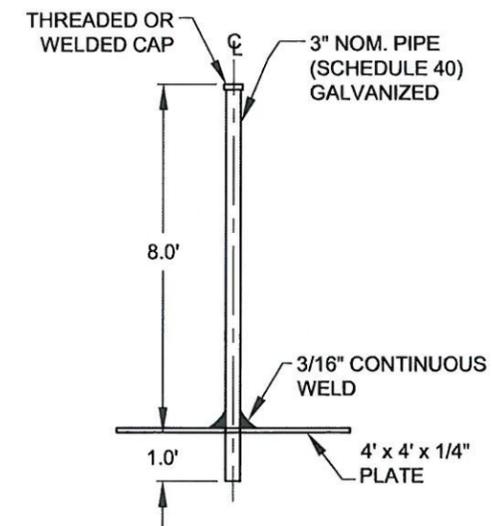
**CASING PIPE MARKER**  
NOT TO SCALE

**CASING PIPE MARKER NOTES:**

1. ONE MARKER SHALL BE PLACED ON EACH SIDE OF THE HIGHWAY AT EACH END OF THE CASING PIPES.
2. MARKERS SHALL BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH LADOTD 2006 STANDARD SPECIFICATION 729.
3. A PROPOSED DRAWING SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL IN THE WORK PLAN PRIOR TO CONSTRUCTION.



**SHORELINE RESTORATION SETTLEMENT PLATE**  
NOT TO SCALE



**MARSH CREATION SETTLEMENT PLATE**  
NOT TO SCALE

**SETTLEMENT PLATE NOTES:**

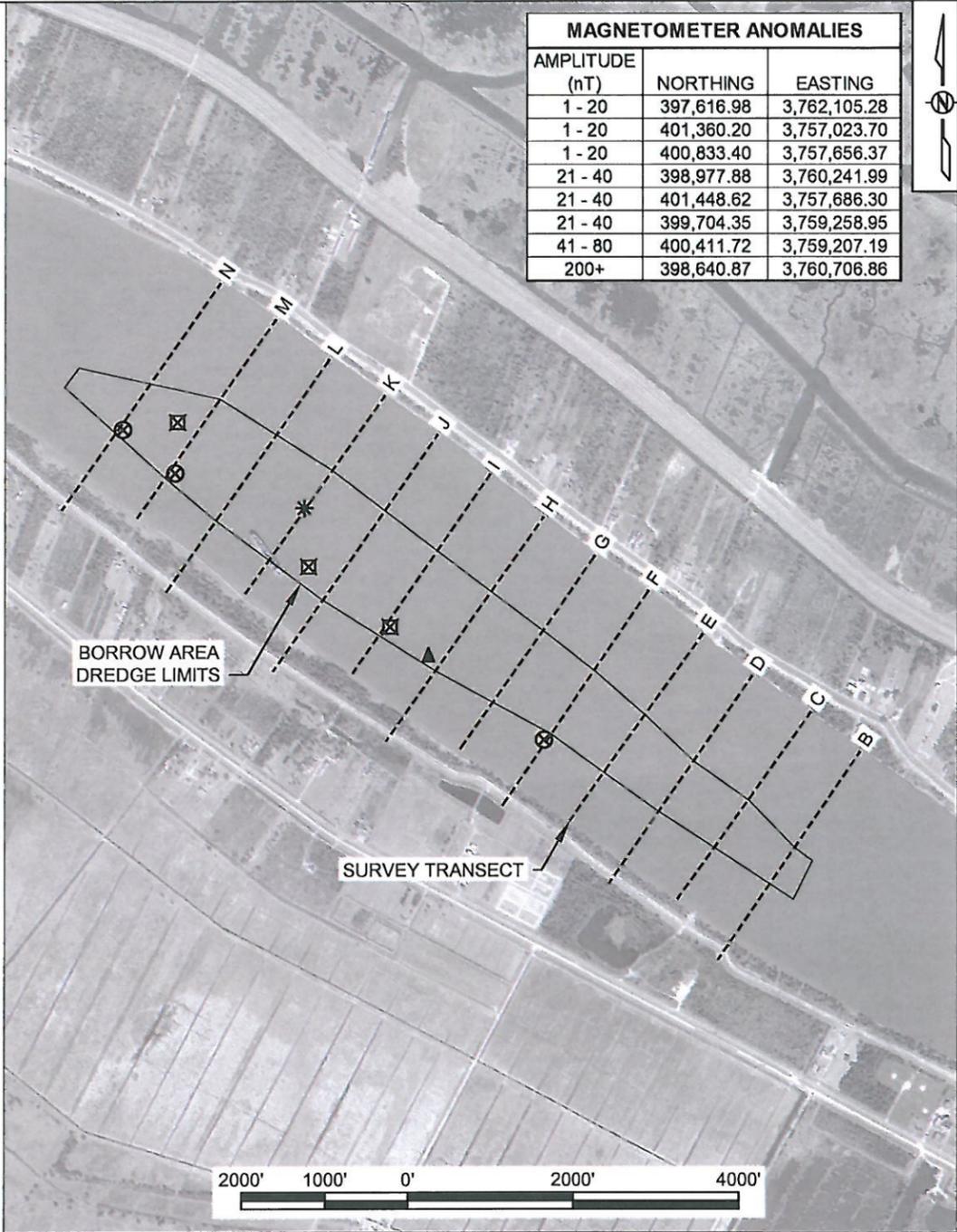
1. SETTLEMENT PLATES SHALL BE HOT DIPPED GALVANIZED AFTER FABRICATION.
2. LOCATION AND ELEVATION WILL BE RECORDED DURING AS-BUILT SURVEY.



				<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801		<b>LAKE HERMITAGE MARSH CREATION</b>		<b>DETAILS</b>	
						STATE PROJECT NUMBER: BA-42			
						FEDERAL PROJECT NUMBER:		DATE: SEPTEMBER 2011	
				DRAWN BY: KRISTI CANTU		DESIGNED BY: RUDOLPH SIMONEAUX, P.E.		APPROVED BY: JERRY CARROLL, P.E.	
REV.	DATE	DESCRIPTION	BY	SHEET 16 OF 28					

STATE OF LOUISIANA  
 RUDOLPH A. SIMONEAUX, III  
 License No. 34747  
 PROFESSIONAL ENGINEER  
 CIVIL ENGINEERING  
 09/26/2011

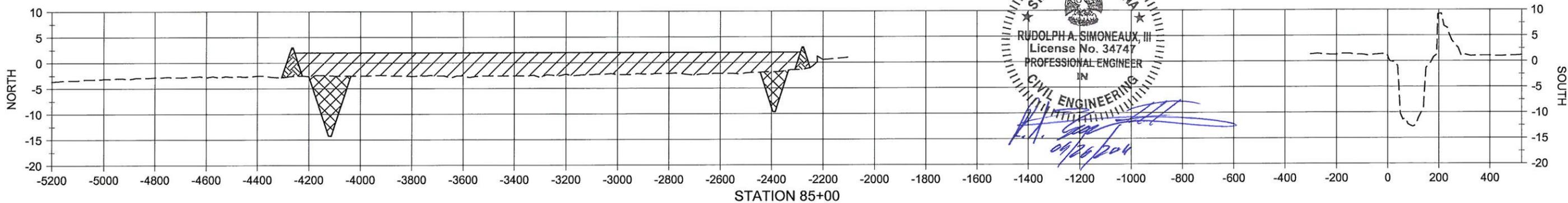
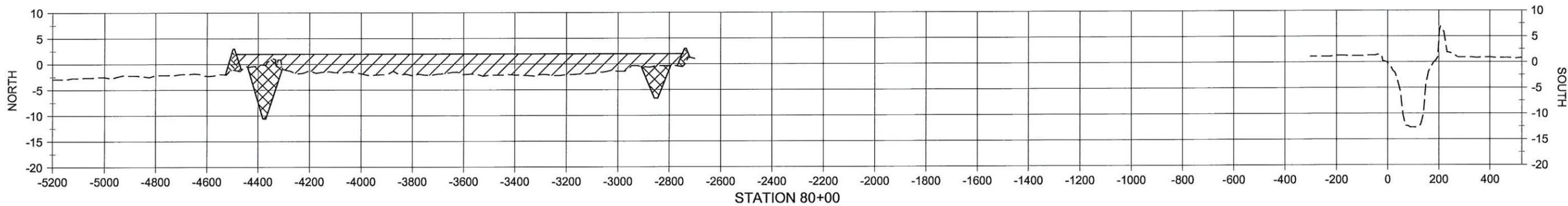
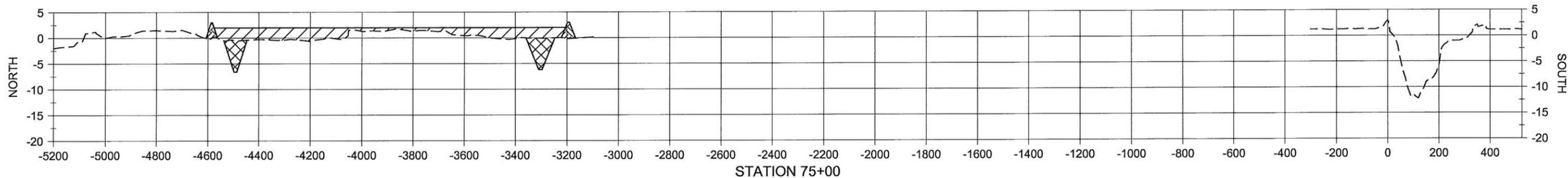
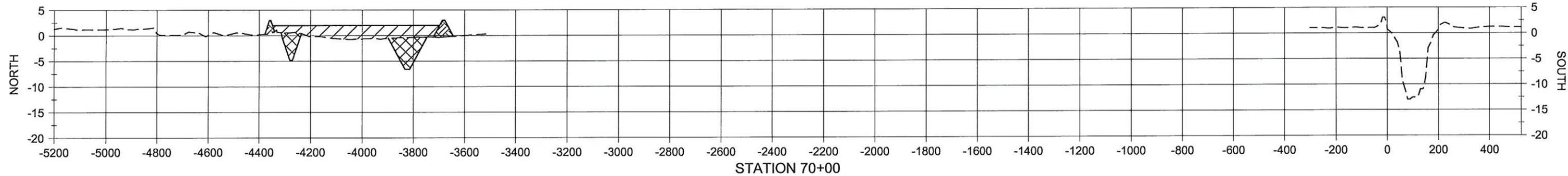
MAGNETOMETER ANOMALIES		
AMPLITUDE (nT)	NORTHING	EASTING
1 - 20	397,616.98	3,762,105.28
1 - 20	401,360.20	3,757,023.70
1 - 20	400,833.40	3,757,656.37
21 - 40	398,977.88	3,760,241.99
21 - 40	401,448.62	3,757,686.30
21 - 40	399,704.35	3,759,258.95
41 - 80	400,411.72	3,759,207.19
200+	398,640.87	3,760,706.86



LEGEND	
—	BASELINE
- - -	DESIGN SURVEY TRANSECT
.....	PROCESS SURVEY TRANSECT
⊠	SETTLEMENT PLATE
△	SECONDARY MONUMENT
⊗	MAGNETOMETER ANOMALY AMPLITUDE RANGE = 1 - 20 nT
⊠	MAGNETOMETER ANOMALY AMPLITUDE RANGE = 21 - 40 nT
*	MAGNETOMETER ANOMALY AMPLITUDE RANGE = 41 - 80 nT
▲	MAGNETOMETER ANOMALY AMPLITUDE RANGE = 200+ nT



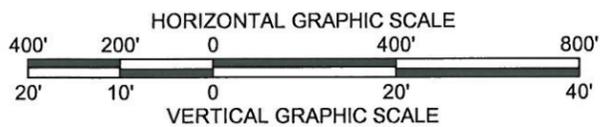
				<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801		LAKE HERMITAGE MARSH CREATION		SURVEY LAYOUT	
						STATE PROJECT NUMBER: BA-42			DATE: SEPTEMBER 2011
						FEDERAL PROJECT NUMBER:			
REV.	DATE	DESCRIPTION	BY	DRAWN BY: KRISTI CANTU	DESIGNED BY: RUDOLPH SIMONEAUX, P.E.	APPROVED BY: JERRY CARROLL, P.E.	SHEET 17 OF 28		



STATE OF LOUISIANA  
 RUDOLPH A. SIMONEAUX, III  
 License No. 34747  
 PROFESSIONAL ENGINEER  
 IN  
 CIVIL ENGINEERING

*[Signature]*  
 09/26/2011

NOTE:  
 ALL ELEVATIONS ARE GIVEN IN THE NORTH  
 AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).



LEGEND	
---	EXISTING BOTTOM
	EARTHEN CONTAINMENT DIKE
	MARSH CREATION
	BORROW AREA

REV.	DATE	DESCRIPTION	BY

**COASTAL PROTECTION AND RESTORATION AUTHORITY**  
 450 LAUREL STREET  
 BATON ROUGE, LOUISIANA 70801

DRAWN BY: KRISTI CANTU    DESIGNED BY: RUDOLPH SIMONEAUX, P.E.

LAKE HERMITAGE MARSH CREATION

STATE PROJECT NUMBER: BA-42

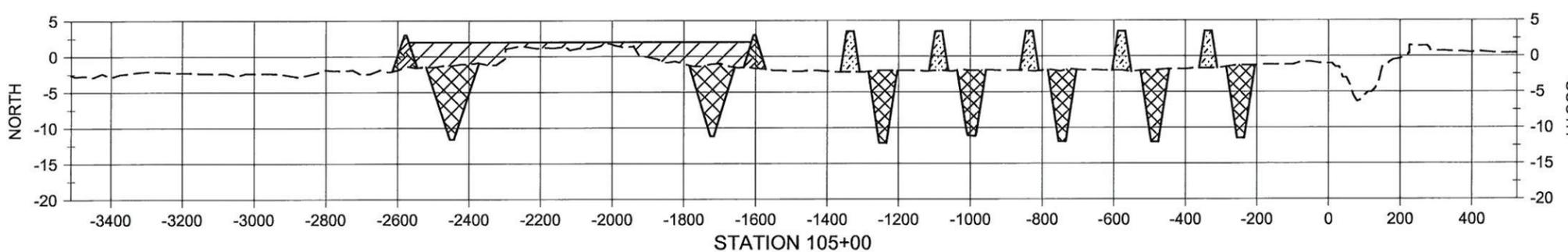
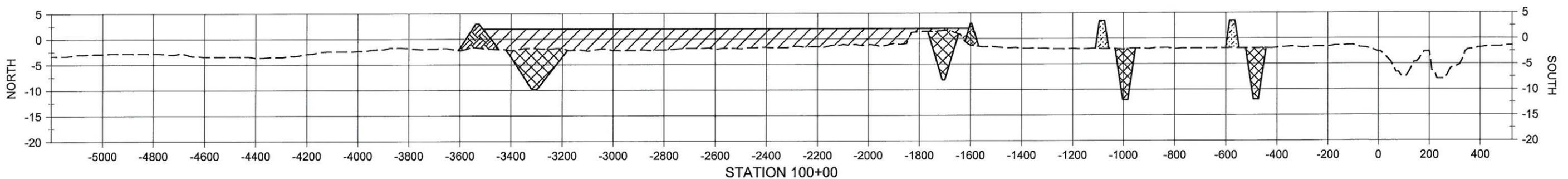
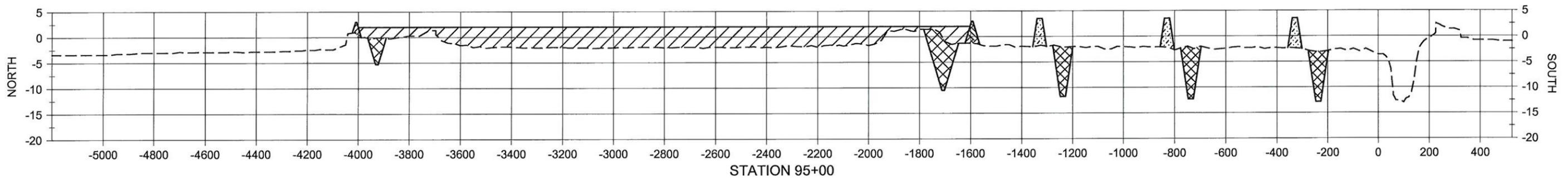
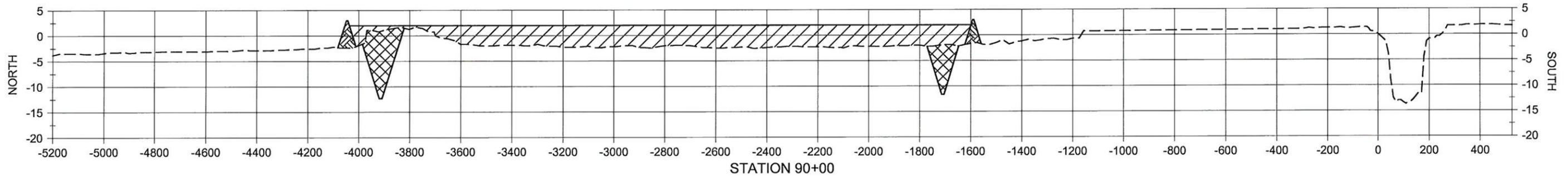
FEDERAL PROJECT NUMBER:

APPROVED BY: JERRY CARROLL, P.E.

BASE BID SECTIONS

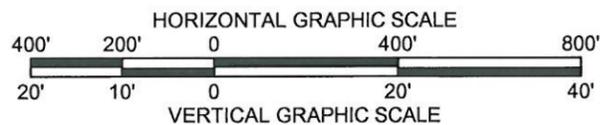
DATE: SEPTEMBER 2011

SHEET 18 OF 28

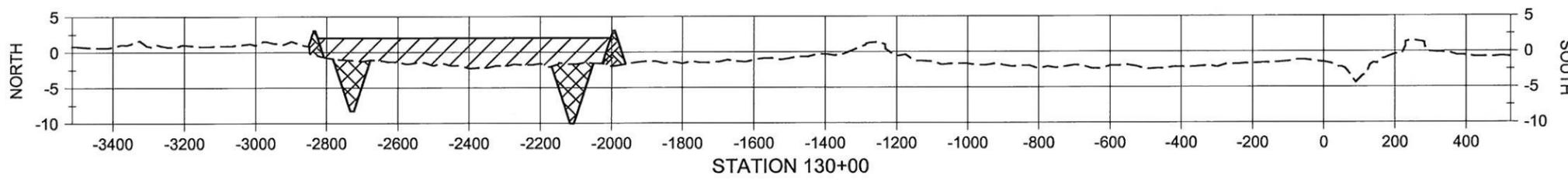
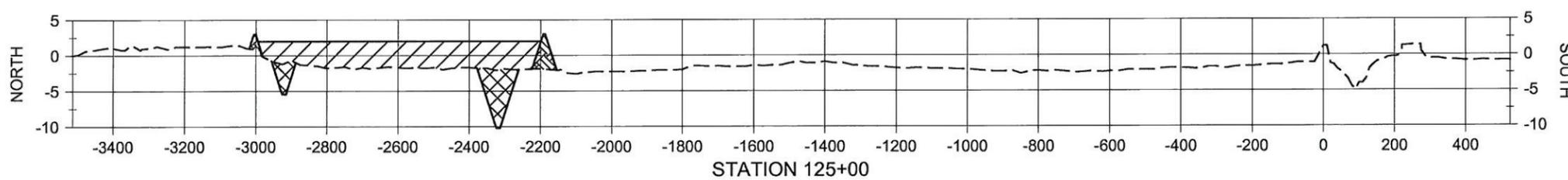
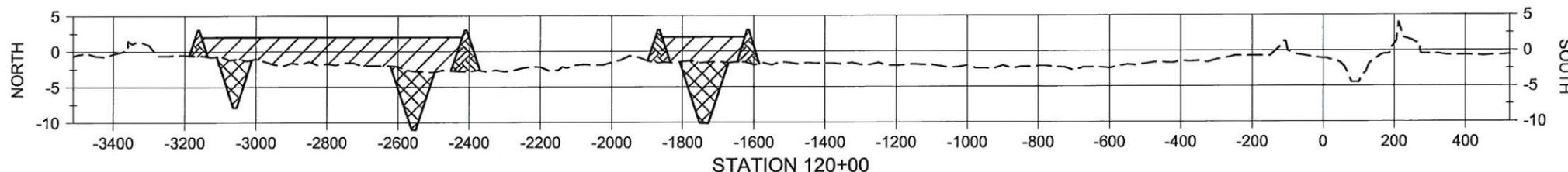
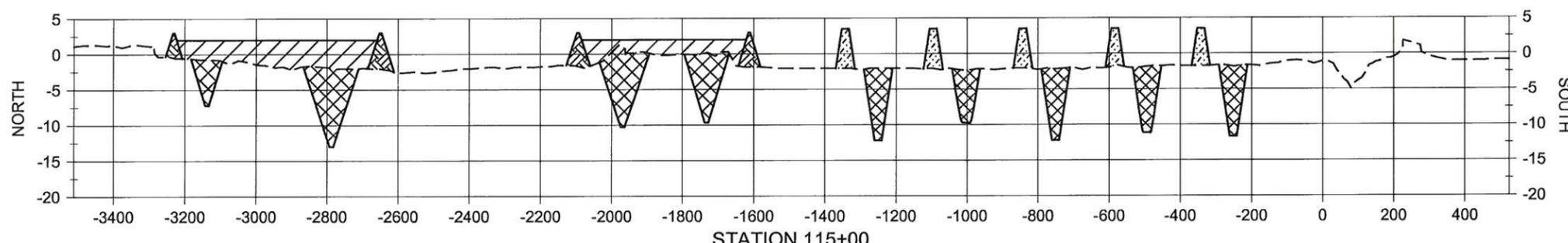
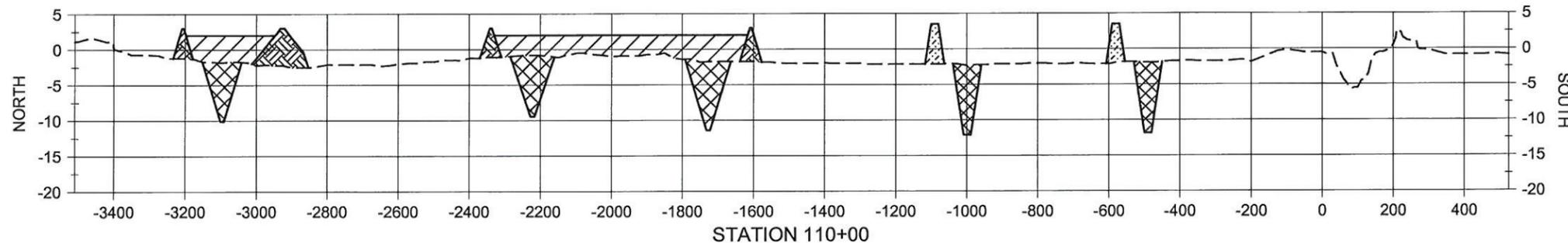


NOTE:  
ALL ELEVATIONS ARE GIVEN IN THE  
NORTH AMERICAN VERTICAL DATUM  
OF 1988 (NAVD 88).

LEGEND	
---	EXISTING BOTTOM
	EARTHEN CONTAINMENT DIKE
	MARSH CREATION
	EARTHEN TERRACE
	BORROW AREA



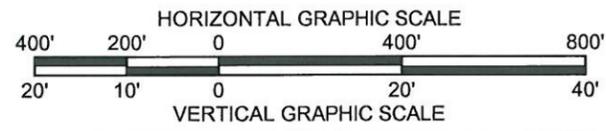
				<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801		LAKE HERMITAGE MARSH CREATION		BASE BID SECTIONS	
						STATE PROJECT NUMBER: BA-42			
						FEDERAL PROJECT NUMBER:		DATE: SEPTEMBER 2011	
REV.	DATE	DESCRIPTION	BY	DRAWN BY: KRISTI CANTU	DESIGNED BY: RUDOLPH SIMONEAUX, P.E.	APPROVED BY: JERRY CARROLL, P.E.		SHEET 19 OF 28	



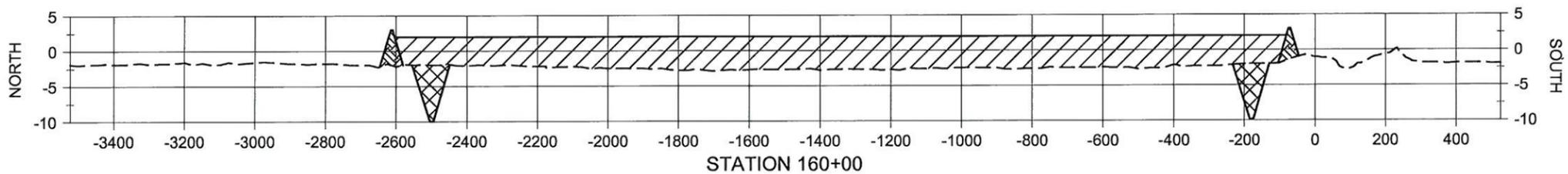
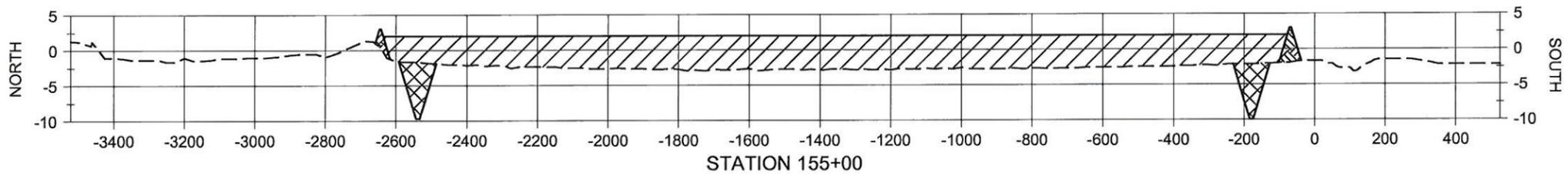
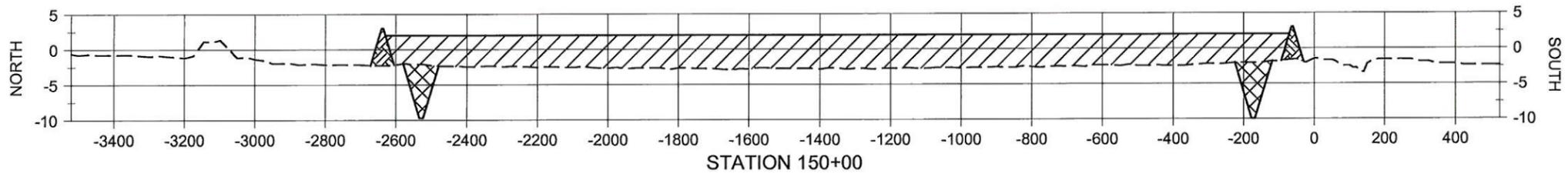
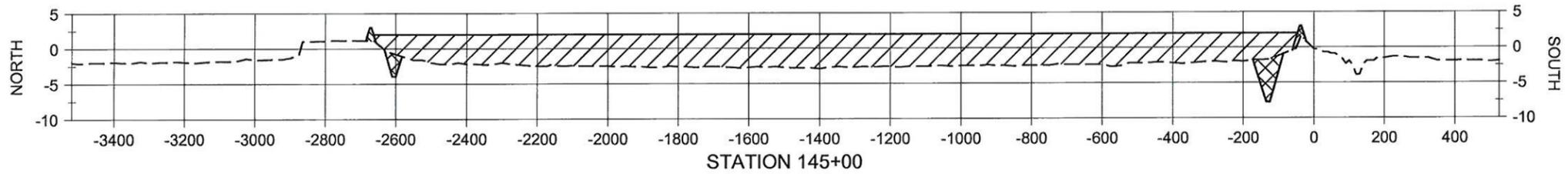
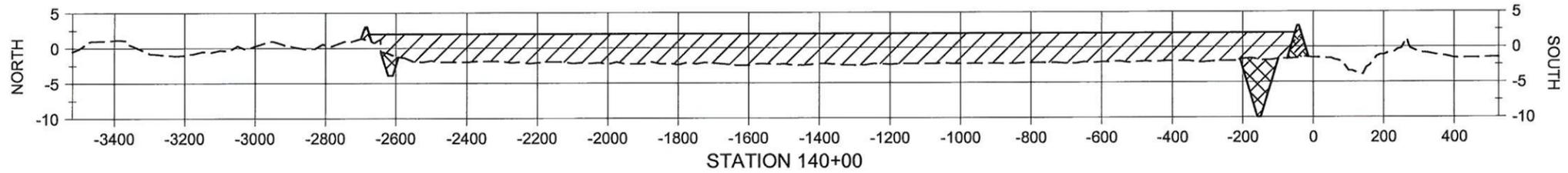
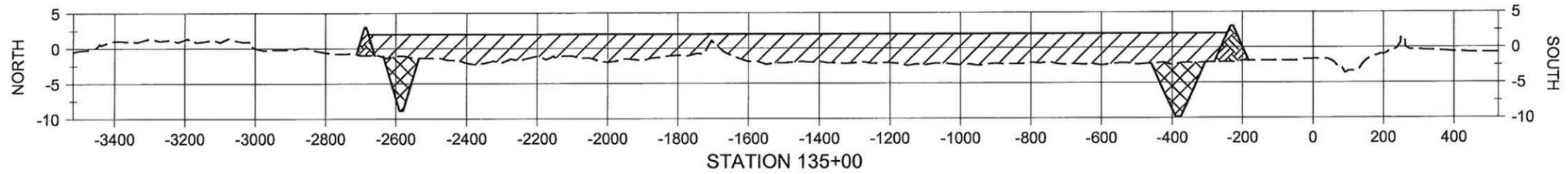
  
 RUDOLPH A. SIMONEAUX, III  
 License No. 34747  
 PROFESSIONAL ENGINEER  
 IN  
 CIVIL ENGINEERING  
*Rudolph A. Simoneaux, III*  
 09/26/2011

NOTE:  
 ALL ELEVATIONS ARE GIVEN IN THE  
 NORTH AMERICAN VERTICAL DATUM  
 OF 1988 (NAVD 88).

LEGEND	
---	EXISTING BOTTOM
	EARTHEN CONTAINMENT DIKE
	MARSH CREATION
	EARTHEN TERRACE
	BORROW AREA

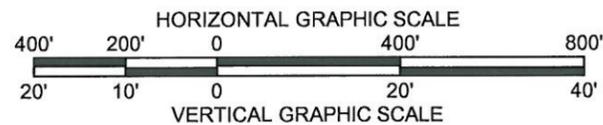


				<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b>		LAKE HERMITAGE MARSH CREATION		BASE BID SECTIONS	
				450 LAUREL STREET BATON ROUGE, LOUISIANA 70801					
						STATE PROJECT NUMBER: BA-42			
						FEDERAL PROJECT NUMBER:		DATE: SEPTEMBER 2011	
				DRAWN BY: KRISTI CANTU		DESIGNED BY: RUDOLPH SIMONEAUX, P.E.		APPROVED BY: JERRY CARROLL, P.E.	
REV.	DATE	DESCRIPTION	BY					SHEET 20 OF 28	



NOTE:  
ALL ELEVATIONS ARE GIVEN IN THE  
NORTH AMERICAN VERTICAL DATUM  
OF 1988 (NAVD 88).

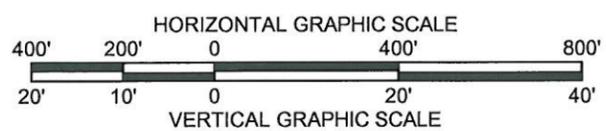
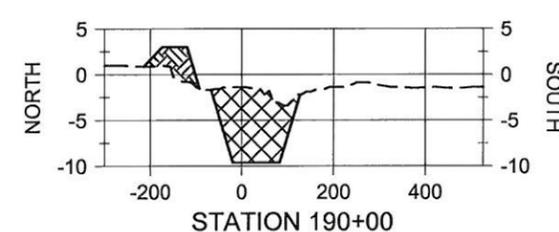
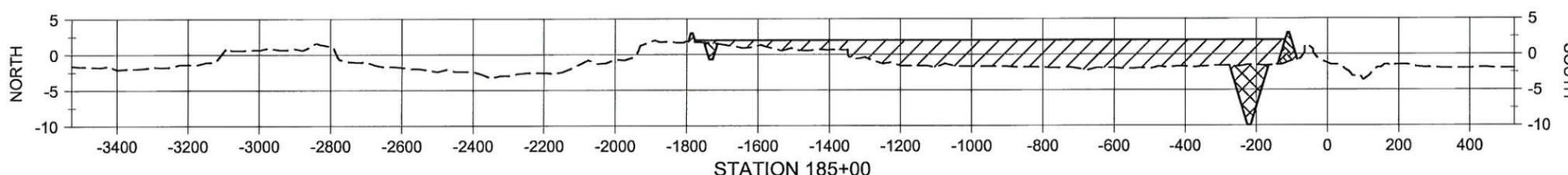
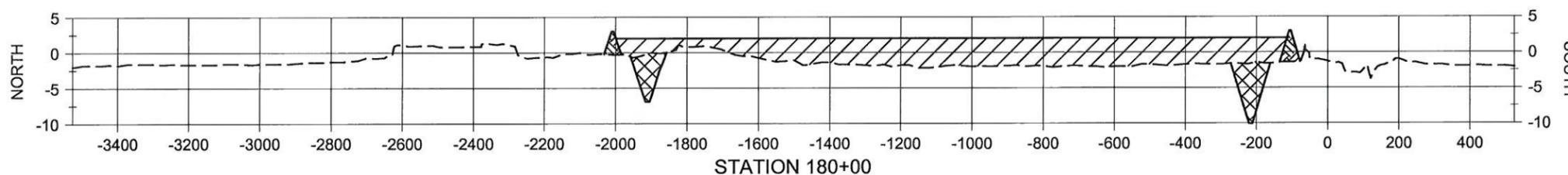
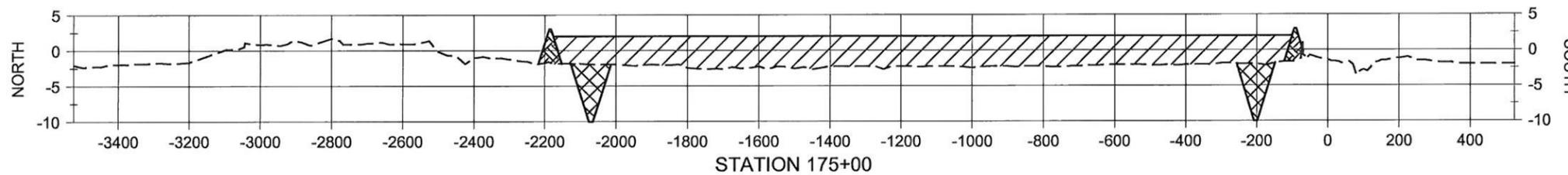
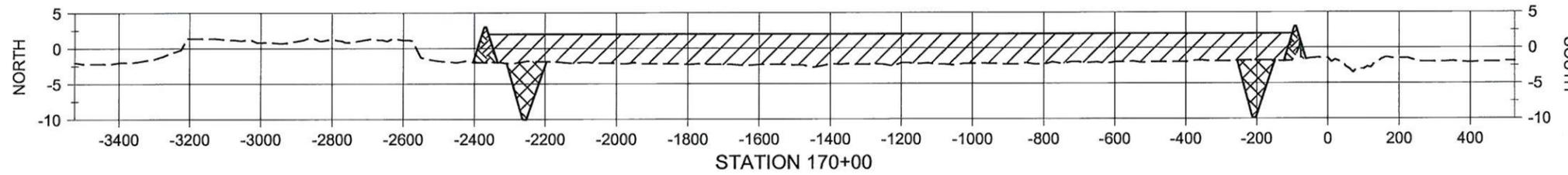
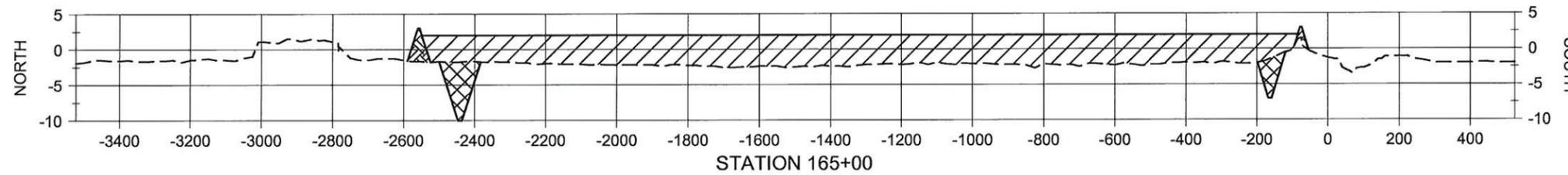
LEGEND	
---	EXISTING BOTTOM
	EARTHEN CONTAINMENT DIKE
	MARSH CREATION
	BORROW AREA



REV.	DATE	DESCRIPTION	BY

<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801		DRAWN BY: KRISTI CANTU		DESIGNED BY: RUDOLPH SIMONEAUX, P.E.	
		APPROVED BY: JERRY CARROLL, P.E.		DATE: SEPTEMBER 2011	

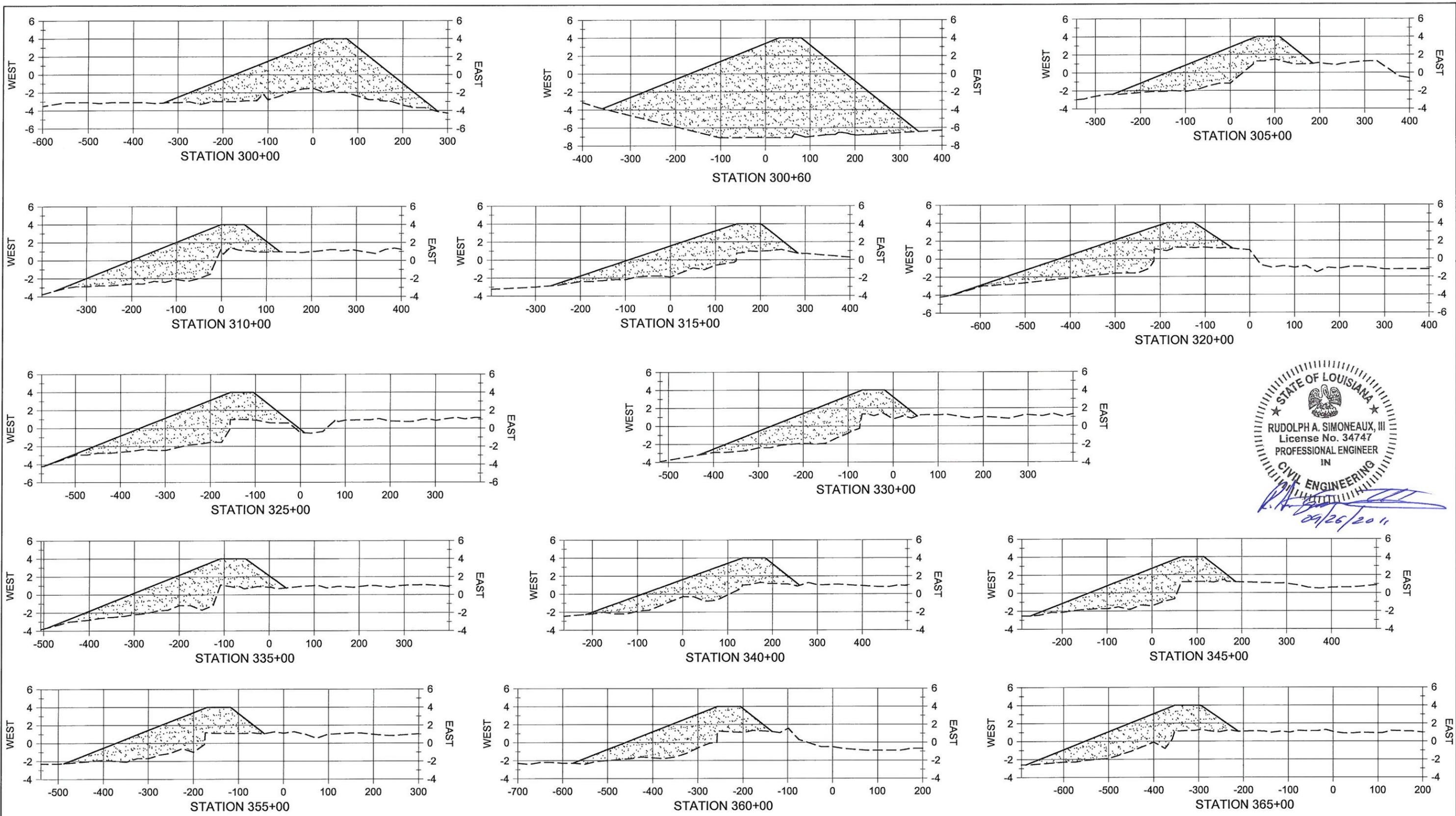
LAKE HERMITAGE MARSH CREATION		BASE BID SECTIONS
STATE PROJECT NUMBER: BA-42		DATE: SEPTEMBER 2011
FEDERAL PROJECT NUMBER:		SHEET 21 OF 28



NOTE:  
ALL ELEVATIONS ARE GIVEN IN THE  
NORTH AMERICAN VERTICAL DATUM  
OF 1988 (NAVD 88).

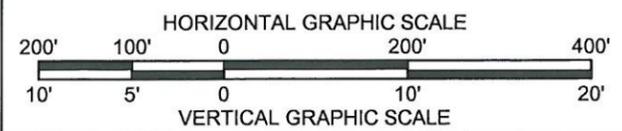
LEGEND	
---	EXISTING BOTTOM
[Hatched Box]	EARTHEN CONTAINMENT DIKE
[Diagonal Lines Box]	MARSH CREATION
[Cross-hatched Box]	BORROW AREA

				<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801		LAKE HERMITAGE MARSH CREATION		BASE BID SECTIONS	
						STATE PROJECT NUMBER: BA-42			
						FEDERAL PROJECT NUMBER:		DATE: SEPTEMBER 2011	
				DRAWN BY: KRISTI CANTU		DESIGNED BY: RUDOLPH SIMONEAUX, P.E.		APPROVED BY: JERRY CARROLL, P.E.	
REV.	DATE	DESCRIPTION	BY					SHEET 22 OF 28	



STATE OF LOUISIANA  
 ★ ★  
 RUDOLPH A. SIMONEAUX, III  
 License No. 34747  
 PROFESSIONAL ENGINEER  
 IN  
 CIVIL ENGINEERING  
*[Signature]*  
 09/26/2011

NOTE:  
 ALL ELEVATIONS ARE GIVEN IN THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).



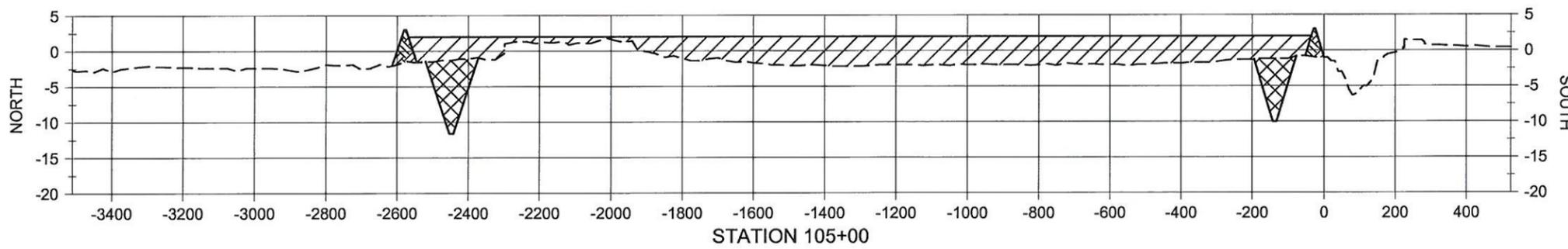
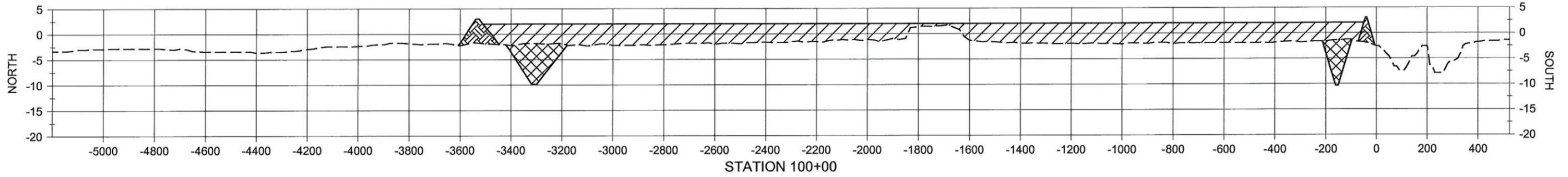
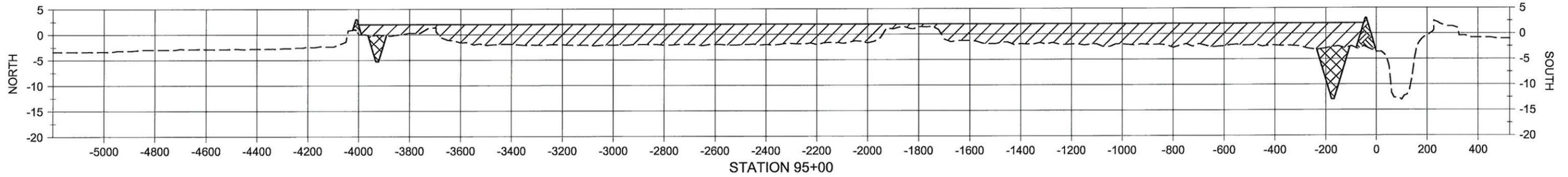
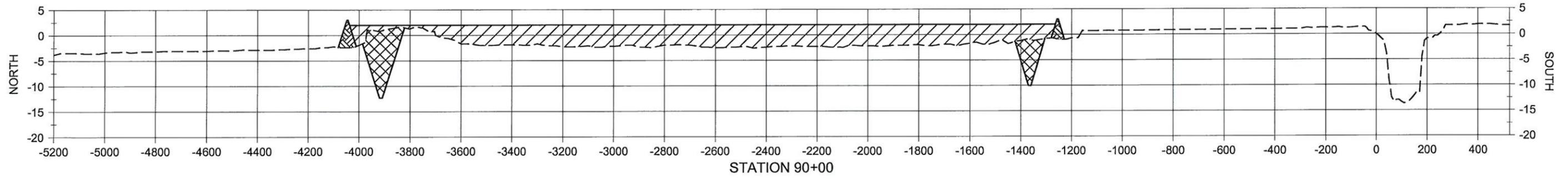
LEGEND	
	EXISTING BOTTOM
	SHORELINE PROTECTION

REV.	DATE	DESCRIPTION	BY

**COASTAL PROTECTION AND RESTORATION AUTHORITY**  
 450 LAUREL STREET  
 BATON ROUGE, LOUISIANA 70801

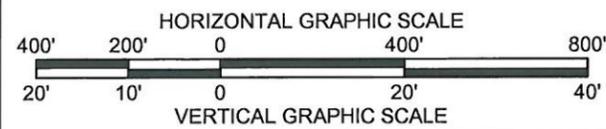
DRAWN BY: KRISTI CANTU    DESIGNED BY: RUDOLPH SIMONEAUX, P.E.

LAKE HERMITAGE MARSH CREATION		BASE BID SECTIONS
STATE PROJECT NUMBER: BA-42	FEDERAL PROJECT NUMBER:	
APPROVED BY: JERRY CARROLL, P.E.	DATE: SEPTEMBER 2011	SHEET 23 OF 28



  
 RUDOLPH A. SIMONEAUX, III  
 License No. 34747  
 PROFESSIONAL ENGINEER  
 IN  
 CIVIL ENGINEERING  
*R.A. Simoneaux*  
 09/26/2011

NOTE:  
ALL ELEVATIONS ARE GIVEN IN THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).



LEGEND	
---	EXISTING BOTTOM
	EARTHEN CONTAINMENT DIKE
	MARSH CREATION
	BORROW AREA

REV.	DATE	DESCRIPTION	BY

**COASTAL PROTECTION AND RESTORATION AUTHORITY**

450 LAUREL STREET  
BATON ROUGE, LOUISIANA 70801

DRAWN BY: KRISTI CANTU    DESIGNED BY: RUDOLPH SIMONEAUX, P.E.

LAKE HERMITAGE  
MARSH CREATION

STATE PROJECT NUMBER: BA-42

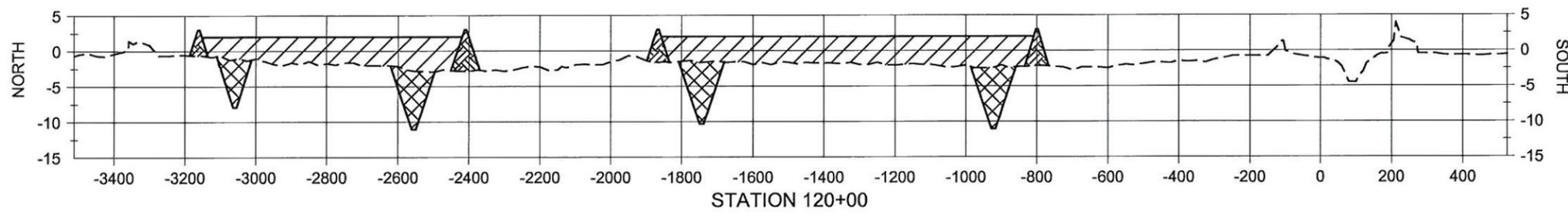
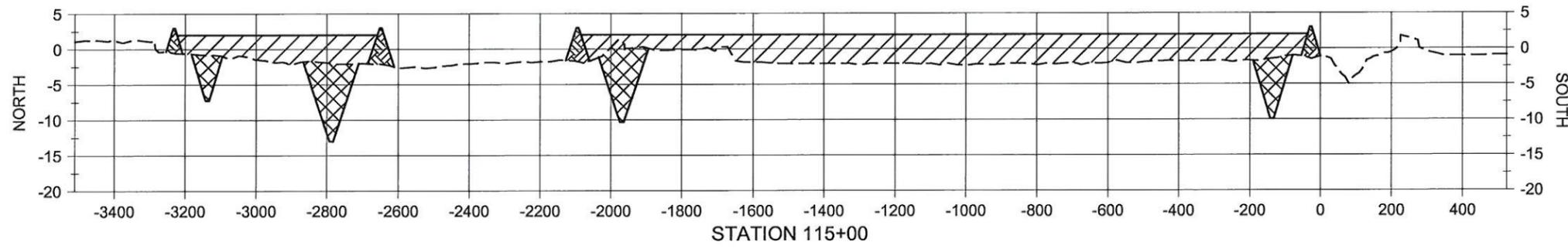
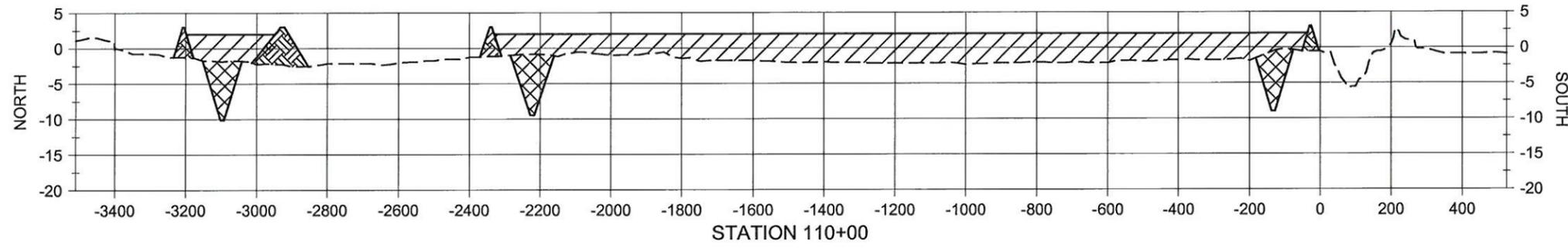
FEDERAL PROJECT NUMBER:

APPROVED BY: JERRY CARROLL, P.E.

ADDITIVE/DEDUCTIVE  
ALTERNATE SECTIONS

DATE: SEPTEMBER 2011

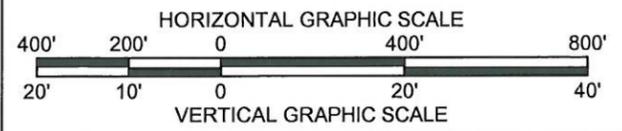
SHEET 24 OF 28



STATE OF LOUISIANA  
 ★ ★  
 RUDOLPH A. SIMONEAUX, III  
 License No. 34747  
 PROFESSIONAL ENGINEER  
 IN  
 CIVIL ENGINEERING

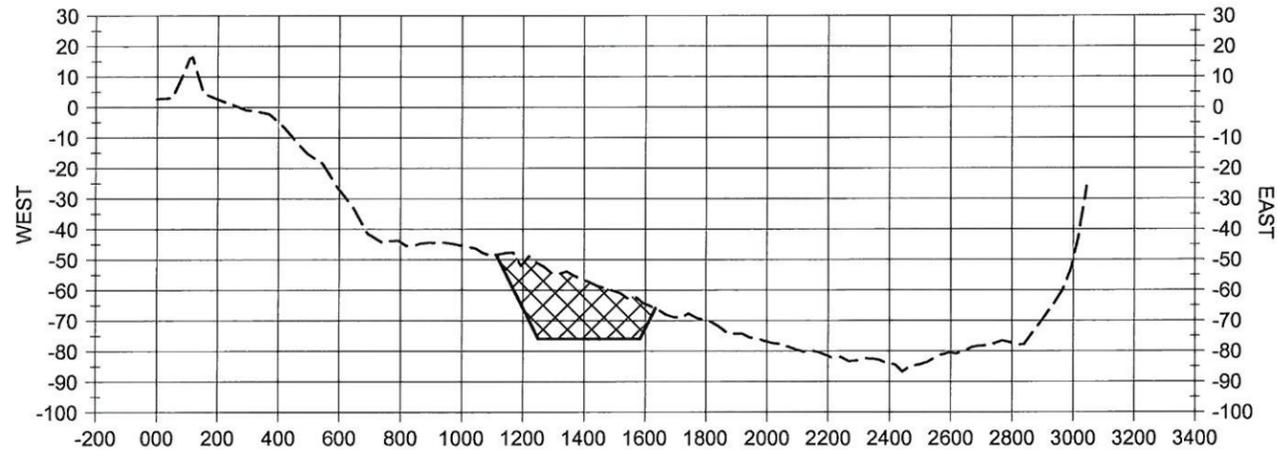
*[Signature]*  
09/26/2011

LEGEND	
---	EXISTING BOTTOM
	EARTHEN CONTAINMENT DIKE
	MARSH CREATION
	BORROW AREA

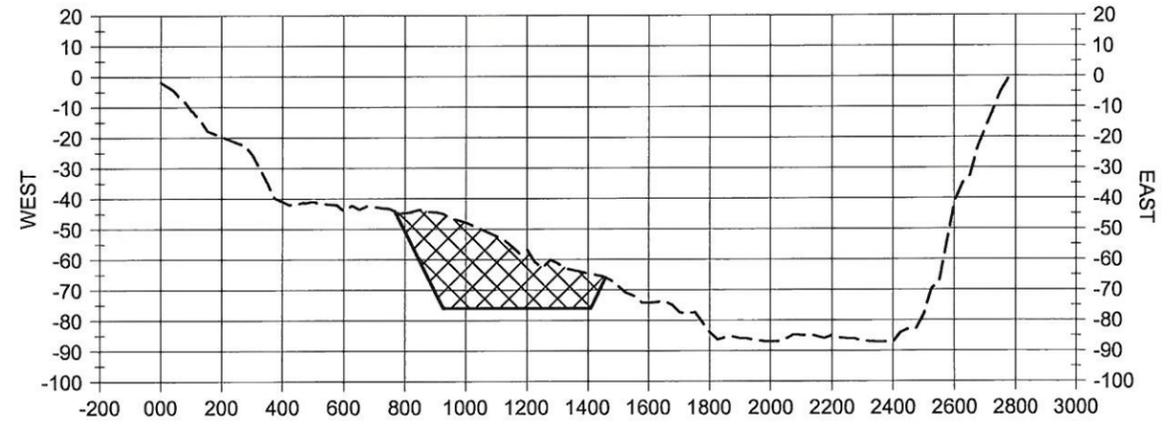


NOTE:  
ALL ELEVATIONS ARE GIVEN IN  
THE NORTH AMERICAN VERTICAL  
DATUM OF 1988 (NAVD 88).

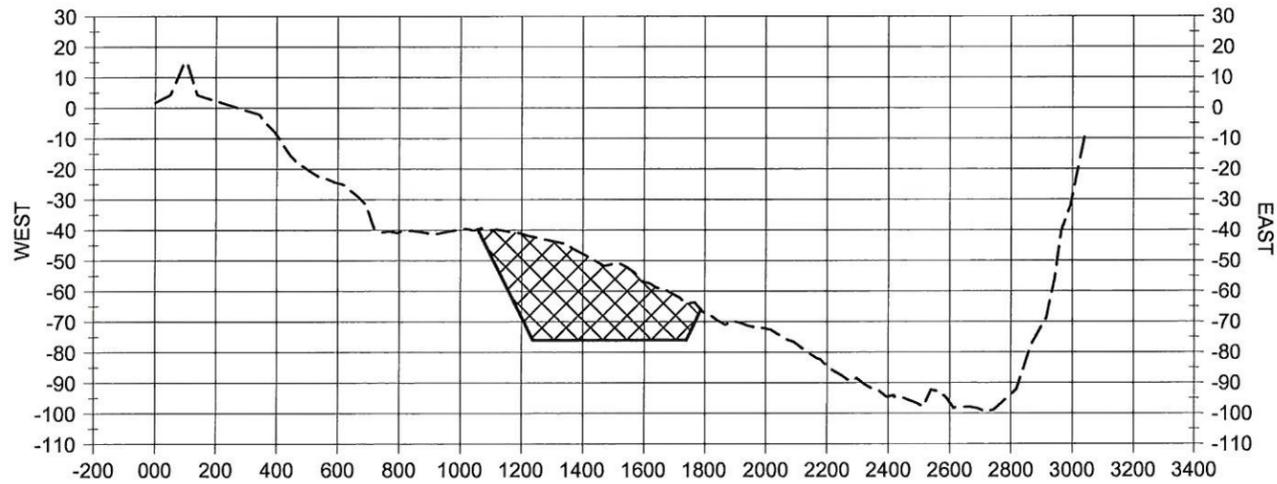
				<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801		LAKE HERMITAGE MARSH CREATION		ADDITIVE/DEDUCTIVE ALTERNATE SECTIONS	
						STATE PROJECT NUMBER: BA-42		DATE: SEPTEMBER 2011	
						FEDERAL PROJECT NUMBER:			
REV.	DATE	DESCRIPTION	BY	DRAWN BY: KRISTI CANTU		DESIGNED BY: RUDOLPH SIMONEAUX, P.E.		APPROVED BY: JERRY CARROLL, P.E.	



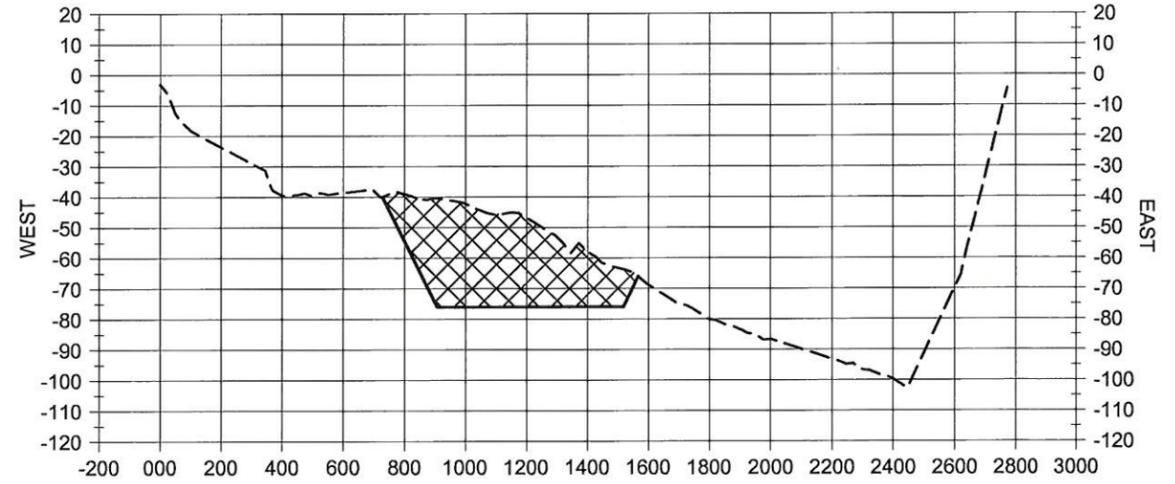
SECTION B



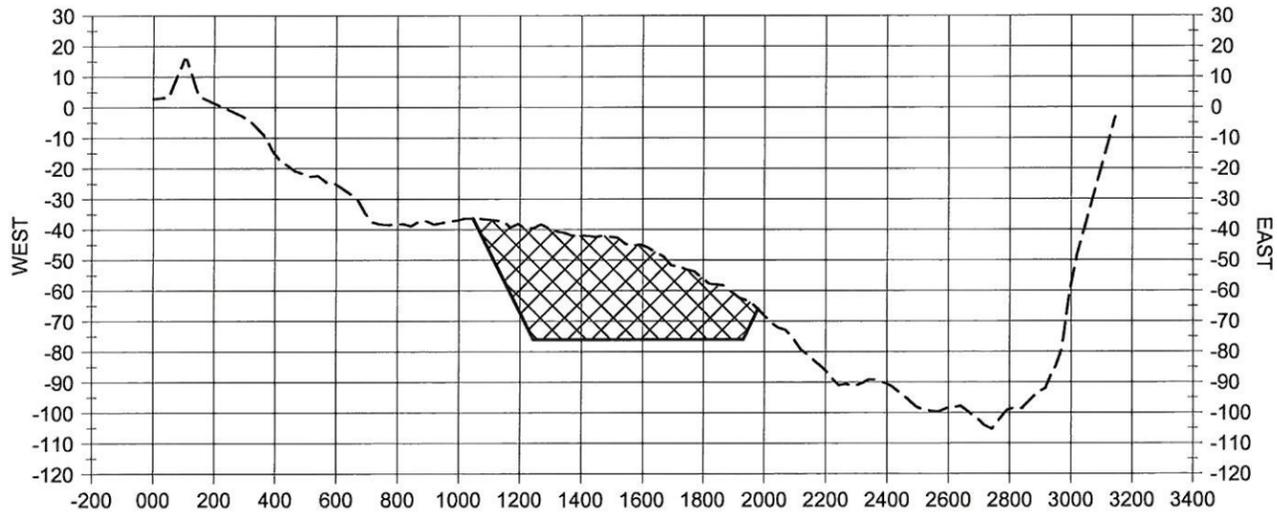
SECTION C



SECTION D



SECTION E

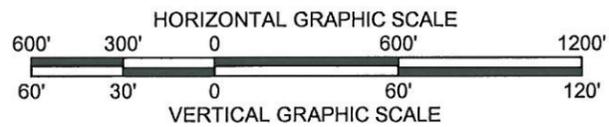


SECTION F

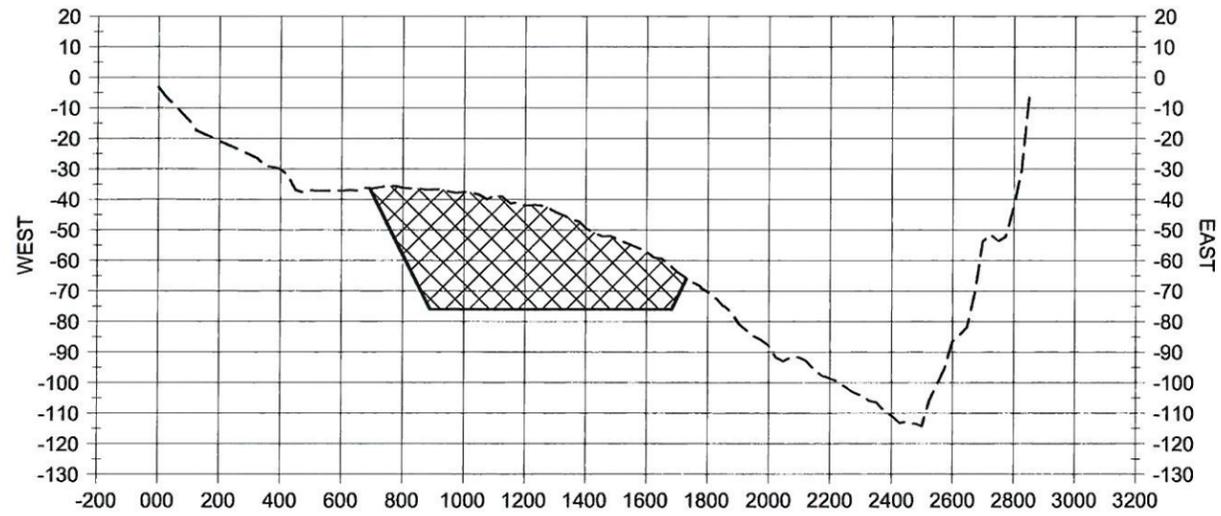
STATE OF LOUISIANA  
 ★ RUDOLPH A. SIMONEAUX, III  
 License No. 34747  
 PROFESSIONAL ENGINEER  
 IN  
 CIVIL ENGINEERING  
*[Signature]*  
 09/26/2011

LEGEND	
---	EXISTING BOTTOM
▨	SHORELINE PROTECTION

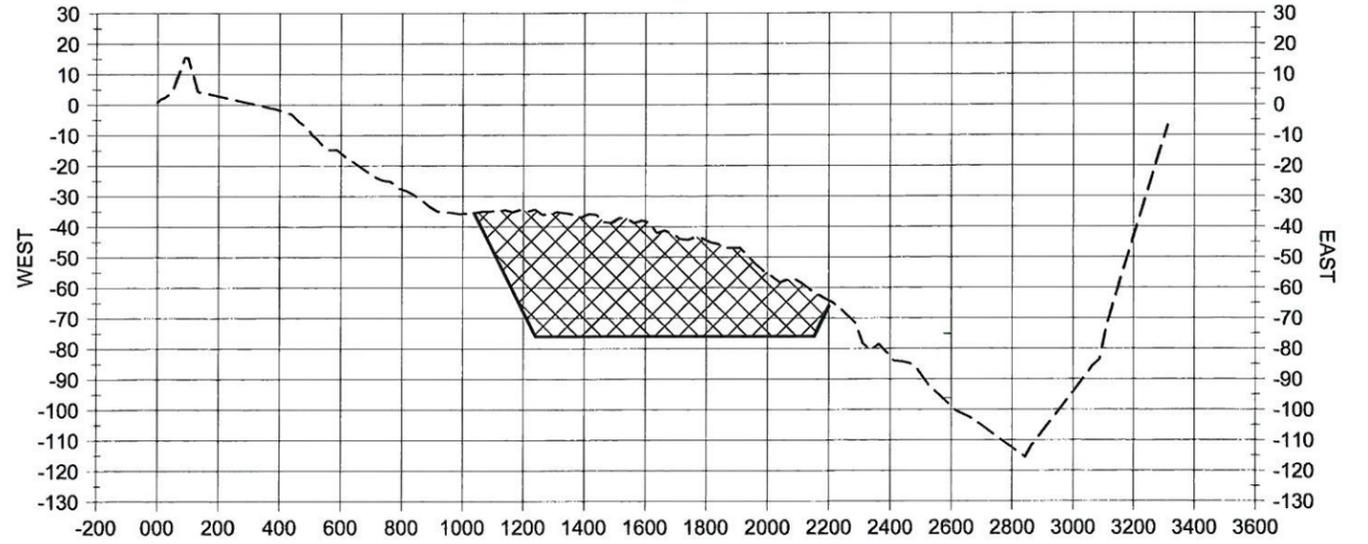
NOTE:  
 ALL ELEVATIONS ARE GIVEN IN THE NORTH  
 AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).



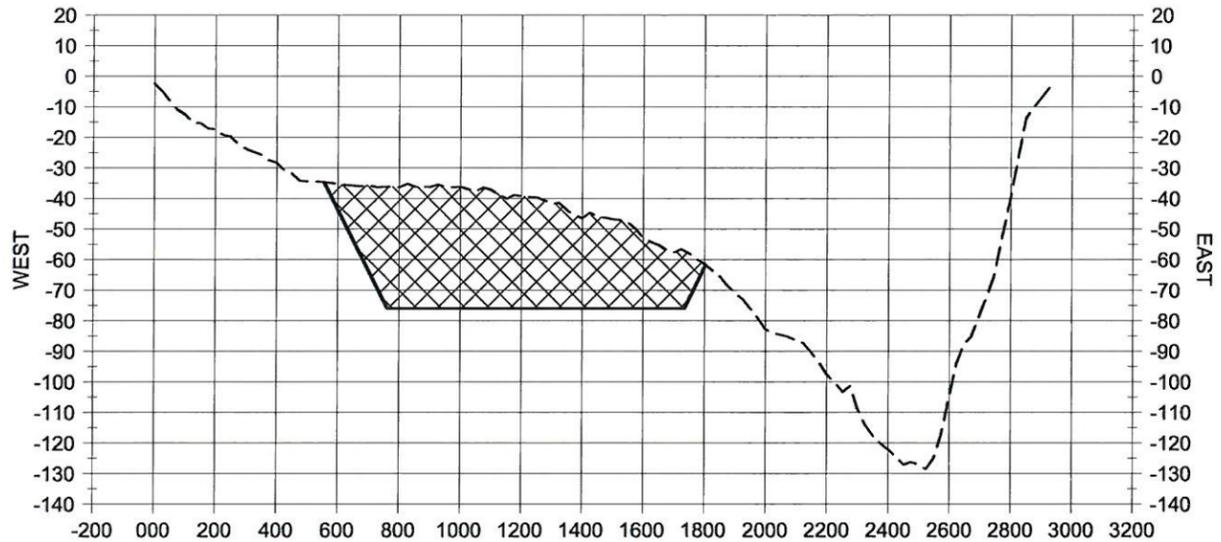
				<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801		LAKE HERMITAGE MARSH CREATION		MISSISSIPPI RIVER SECTIONS	
						STATE PROJECT NUMBER: BA-42		DATE: SEPTEMBER 2011	
						FEDERAL PROJECT NUMBER:			
				DRAWN BY: KRISTI CANTU		DESIGNED BY: RUDOLPH SIMONEAUX, P.E.		APPROVED BY: JERRY CARROLL, P.E.	
REV.	DATE	DESCRIPTION	BY					SHEET 26 OF 28	



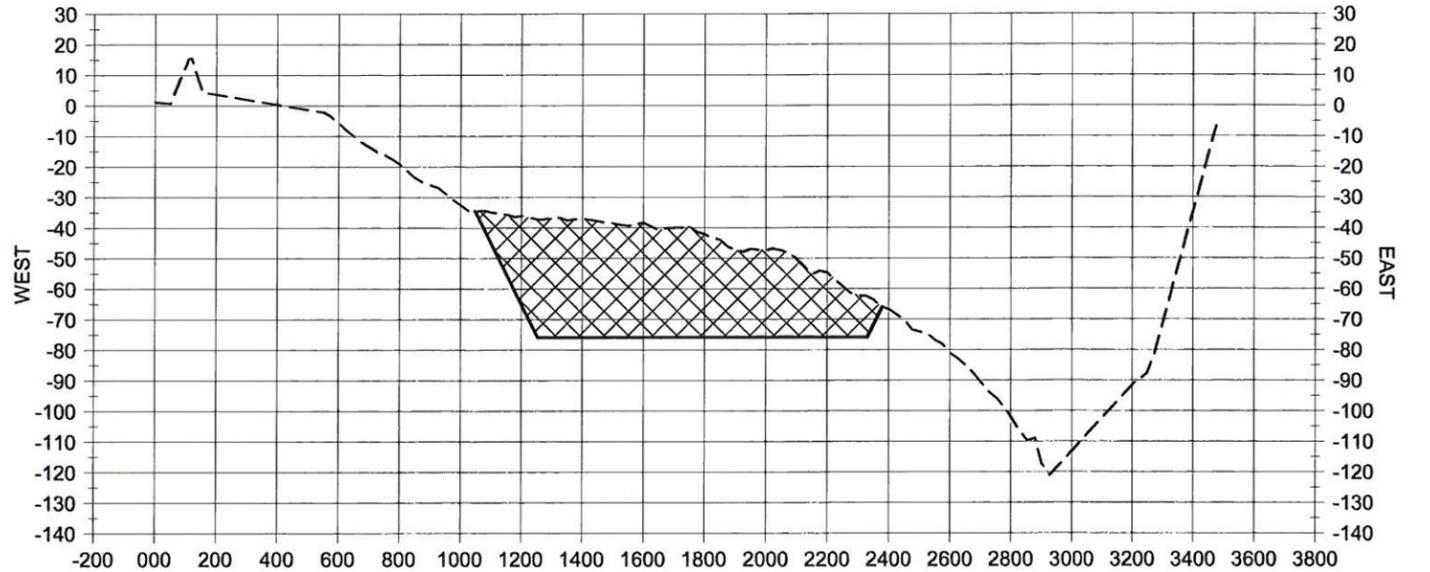
SECTION G



SECTION H



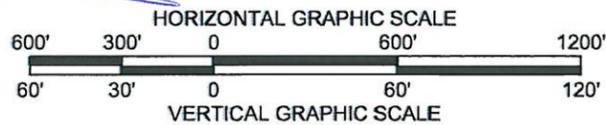
SECTION I



SECTION J



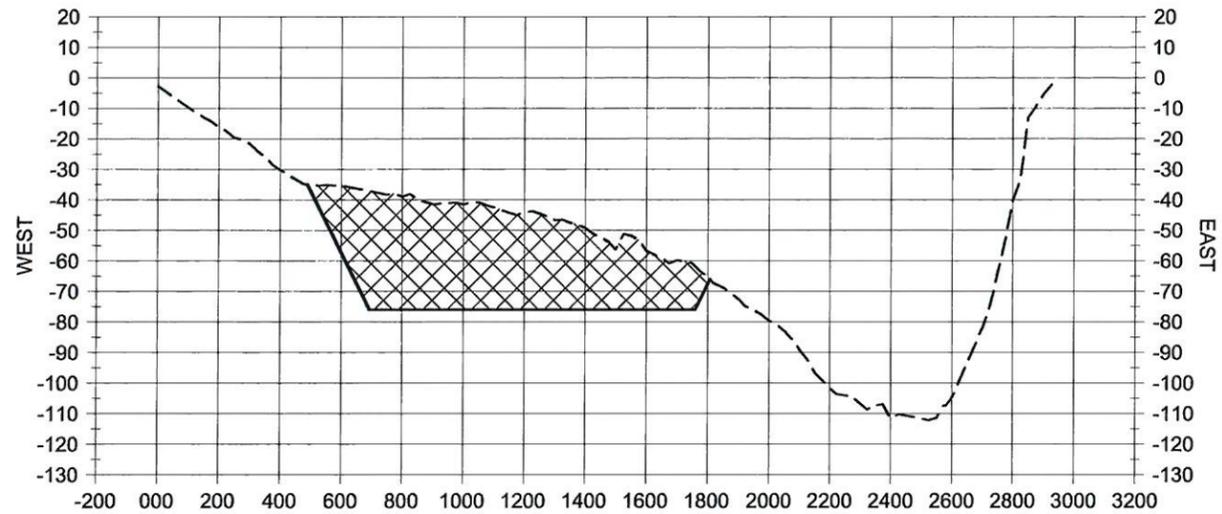
*R.A. Simoneaux, III*  
09/26/2011



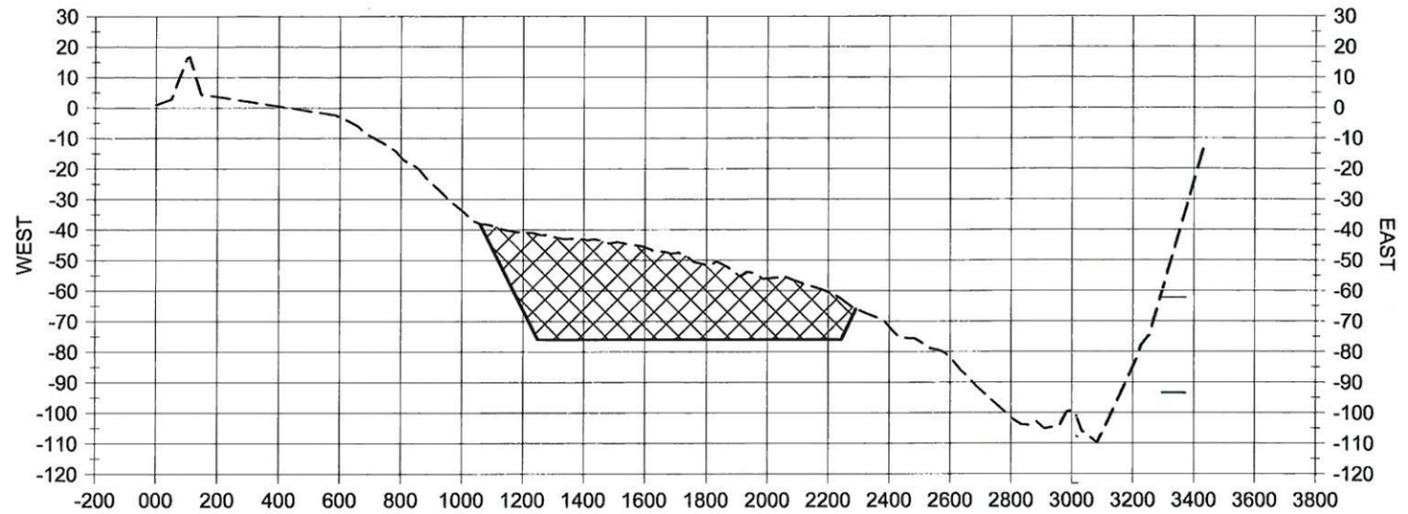
NOTE:  
ALL ELEVATIONS ARE GIVEN IN THE NORTH  
AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

LEGEND	
---	EXISTING BOTTOM
▨	SHORELINE PROTECTION

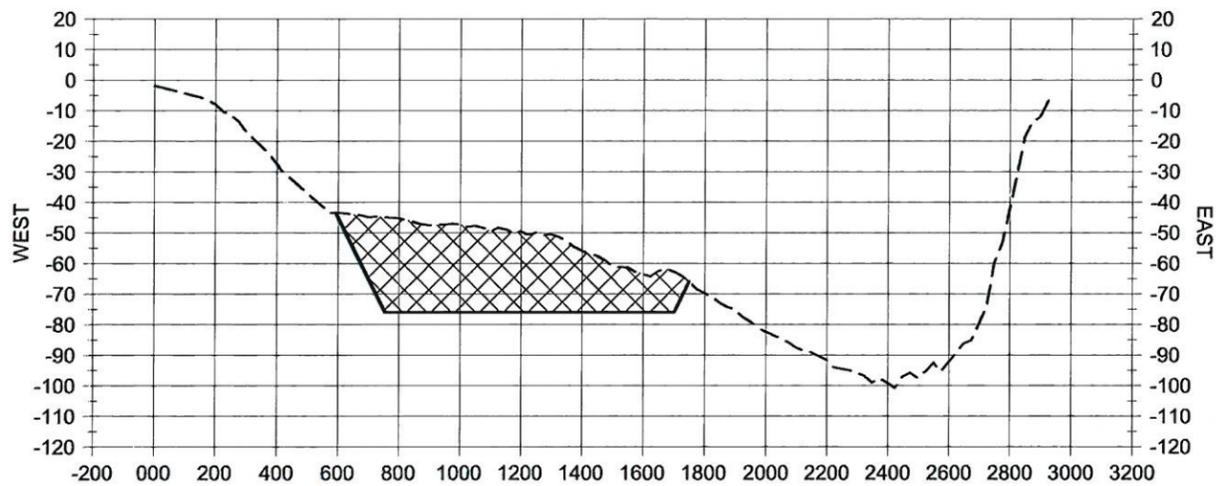
				<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801		LAKE HERMITAGE MARSH CREATION		MISSISSIPPI RIVER SECTIONS	
						STATE PROJECT NUMBER: BA-42			
						FEDERAL PROJECT NUMBER:		DATE: SEPTEMBER 2011	
				DRAWN BY: KRISTI CANTU		DESIGNED BY: RUDOLPH SIMONEAUX, P.E.		APPROVED BY: JERRY CARROLL, P.E.	
REV.	DATE	DESCRIPTION	BY					SHEET 27 OF 28	



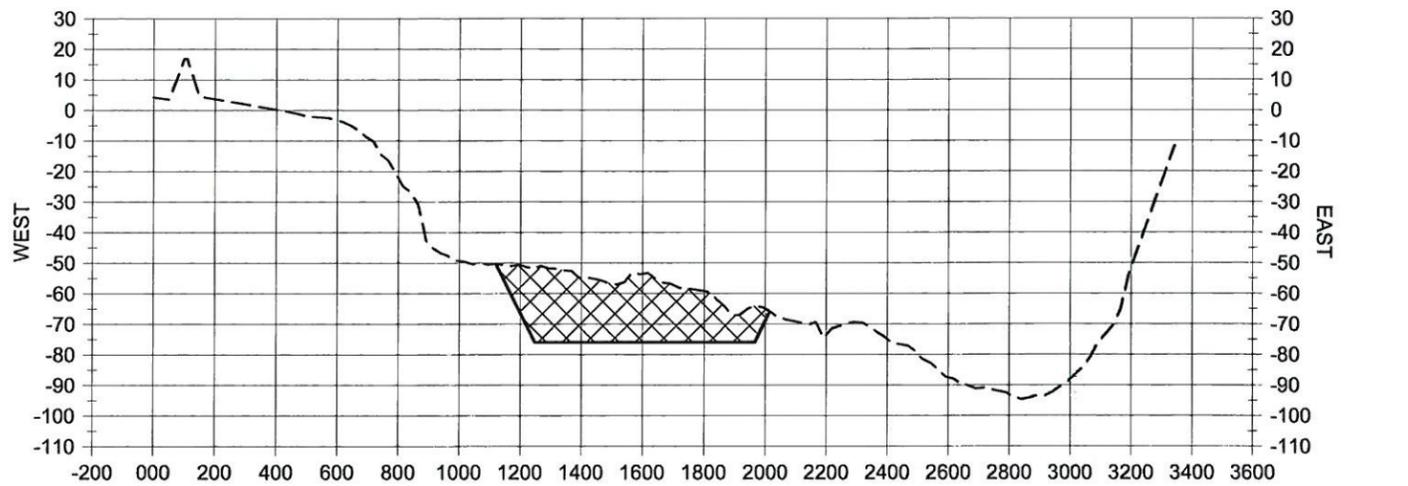
SECTION K



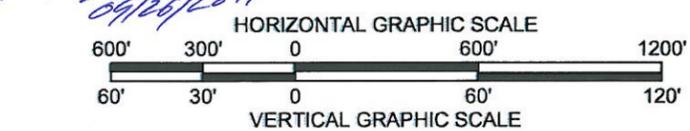
SECTION L



SECTION M



SECTION N



NOTE:  
ALL ELEVATIONS ARE GIVEN IN THE NORTH  
AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

LEGEND	
---	EXISTING BOTTOM
▨	SHORELINE PROTECTION

				<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801		LAKE HERMITAGE MARSH CREATION		MISSISSIPPI RIVER SECTIONS	
						STATE PROJECT NUMBER: BA-42			
						FEDERAL PROJECT NUMBER:		DATE: SEPTEMBER 2011	
				DRAWN BY: KRISTI CANTU		DESIGNED BY: RUDOLPH SIMONEAUX, P.E.		APPROVED BY: JERRY CARROLL, P.E.	
REV.	DATE	DESCRIPTION	BY					SHEET 28 OF 28	

# MANDATORY PRE-BID CONFERENCE ATTENDANCE RECORD

PROJECT: Lake Hermitage Marsh Creation (BA-42)

AGENCY: CPRA

FILE NO. S 28170 DL

DATE: November 1, 2011

PLEASE PRINT CLEARLY

NAME (signature)	COMPANY/ADDRESS	PHONE NO. ----- COURIER SERVICE REQUESTED	FAX NO. and E-MAIL	
<p>CHUCK BROUSSARD</p> 	<p><u>WEEKS MARINE INC.</u> <u>504 GAILLE DR.</u> <u>COVINGTON LA. 70453</u></p>	<p>Phone # <u>985-875-2500</u></p>	<p><u>985-875-2570</u> <u>CBROUSSARD@WEEKSMARINE.COM</u></p>	
<p>MIKE HAVERTY</p> 	<p><u>Norfolk Dredging Co.</u> <u>110 N. Centerville Trpk</u> <u>Chesapeake, VA 23320</u></p>	<p>Phone # <u>757-547-9391</u></p>	<p><u>757-547-2833</u> <u>mhaverty@norfolkdredging.com</u></p>	
<p>STEVE AUERNHAMER</p> 	<p><u>GREAT LAKES DREDGE &amp; DOCK Co., LLC</u> <u>2122 YORK ROAD</u> <u>OAK BROOK, IL 60523</u></p>	<p>Phone # <u>630-574-2978</u></p>	<p><u>630-574-2419</u> <u>SRAUERNHAMER@GLDD.COM</u></p>	
<p>Mark A. Hopper Matthews Marine</p>	<p><u>455 FLEITAS</u> <u>Pass Christian, MS</u></p>	<p>Phone # <u>512-221-7232</u></p>	<p><u>mark@matthewsbrosbrothersinc.net</u></p>	
<p>Perry Autin</p> 	<p><u>American Amphibious equip</u> <u>+ RENTAL INC.</u> <u>PO Box 403</u> <u>Gretna LA 70054</u></p>	<p>Phone # <u>504-394-7500</u></p>	<p><u>504-394-2706</u> <u>NITUA@AOL.COM</u> <u>PAUTIN@AmericanAmphibious</u> <u>.com</u></p>	

# MANDATORY PRE-BID CONFERENCE ATTENDANCE RECORD

PROJECT: Lake Hermitage Marsh Creation (BA-42)

AGENCY: CPRA

FILE NO. S 28170 DL

DATE: November 1, 2011

PLEASE PRINT CLEARLY

NAME (signature)	COMPANY/ADDRESS	PHONE NO. ----- COURIER SERVICE REQUESTED	FAX NO. and E-MAIL
<p>A. J. Ewell Baudin <i>A. J. Ewell Baudin</i></p> <p style="text-align: center;">↓</p>	<p>LAWSON ENVIRONMENTAL SERVICES 2108 DENLEY RD. HOUMA, LA. 70363</p> <p style="text-align: center;">↓</p>	<p>Phone # <u>985-876-0420</u></p>	<p><u>985-876-0270 (FAX)</u> <u>WHIPPER@CAJUN.NET</u></p>
<p>JEREMY DEVILLE <i>J. Deville</i></p>	<p><u>WEEKS MARINE INC</u> <u>304 GAILLE DR.</u> <u>COVINGTON LA. 70433</u></p>	<p>Phone # <u>985 875-2560</u></p>	<p><u>985.831.6364</u> <u>JCDEVILLE@WEEKSMARINE.COM</u></p>
<p>RICKY AUDIBERT <i>R. Audibert</i></p>	<p><u>304 GAILLE DR</u> <u>COVINGTON LA 70433</u> <u>WEEKS MARINE INC</u></p>	<p>Phone # <u>(985) 875-2500</u></p>	<p><u>(985) 875-2578</u> <u>RJAUDIBERT@WEEKSMARINE.COM</u></p>
<p>Mark LeMoine <i>M. LeMoine</i></p>	<p><u>Pine Bluff Sand &amp; Gravel Co.</u> <u>P.O. Box 8672</u> <u>Alexandria, LA 71304</u></p>	<p>Phone # <u>318-448-0536</u></p>	<p><u>318-442-6297</u> <u>mark.lemoine@pbsgc.com.</u></p>
<p>Ancil Taylor <i>A. Taylor</i></p>	<p><u>CF BEAN</u> <u>819 Engineers Rd</u> <u>Belle Meade, LA 70037</u></p>	<p>Phone # <u>(504) 259-5286</u></p>	<p><u>(504) 587-8717</u> <u>TTAYLOR@CFBEAN.COM</u></p>

# MANDATORY PRE-BID CONFERENCE ATTENDANCE RECORD

PROJECT: Lake Hermitage Marsh Creation (BA-42) AGENCY: CPRA

FILE NO. S 28170 DL

DATE: November 1, 2011

PLEASE PRINT CLEARLY

NAME (signature)	COMPANY/ADDRESS	PHONE NO. ----- COURIER SERVICE REQUESTED	FAX NO. and E-MAIL
<i>Rickey Tassin</i>	<u>Dean Equipment</u> <u>2240 Peters Rd</u> <u>Harvey La.</u>	Phone # <u>504-367-3100</u>	
DAVID Dervilleaux	<u>Dean Equipment</u> <u>2240 Peters Rd</u> <u>Harvey La 70058</u>	Phone # <u>504-367-3100</u> Cell <u>504-570-7498</u>	<u>daviddervilleaux1@comcast.net</u>
<i>Keith J. Roberts</i> <i>Keith J. Roberts</i>	<u>HydroTerra Technologies, LLC</u> <u>202 Jacobs Run Scott, LA</u> <u>70583</u>	Phone # <u>(337) 517-3373</u>	<u>keithr@hydraterratec.com</u>
<i>PHIL PERTUIT</i> <i>PHIL PERTUIT</i>	<u>BEF CONSTRUCTION</u> <u>158 ENTERPRISE DRIVE</u> <u>GRETNA LA 70056</u>	Phone # <u>504-297-1612</u> <u>504-232-0300 MOBILE</u> <u>504-297-1616 FAX</u>	<u>504-297-1616 FAX</u> <u>PHIL@BEFCONSTRUCTION.COM</u>
MARIE BOEUF	<u>HARD ROCK CONSTRUCTION</u> <u>2305 LA ROAD</u> <u>MCALPIN LA</u>	Phone # <u>504-835-1050</u>	<u>CARL@HARDROCKCONSTRUCTION.COM</u> <u>504-834-0490</u>

# MANDATORY PRE-BID CONFERENCE ATTENDANCE RECORD

PROJECT: Lake Hermitage Marsh Creation (BA-42)

AGENCY: CPRA

FILE NO. S 28170 DL

DATE: November 1, 2011

PLEASE PRINT CLEARLY

NAME (signature)	COMPANY/ADDRESS	PHONE NO. ----- COURIER SERVICE REQUESTED	FAX NO. and E-MAIL	
Barry Richard <i>Barry RL</i>	<u>CPRA/NOPO</u>	Phone # <u>504-280-4059</u>	<u>Barry.Richard@LA.GOV</u>	
Tyler Roy <i>Will T. Roy</i>	<u>Wilco Marsh Buggies</u> <u>P.O. Box 710</u> <u>Merica, LA</u>	Phone # <u>337-945-8301</u>	<u>troy@wilcomarshbuggies.com</u>	
CHARLES FENNELLE <i>[Signature]</i>	<u>OMNI FINNALLE</u> <u>90 GLEN CT</u> <u>PEARL RIVER, LA 70452</u>	Phone # <u>985-263-2911</u>	<u>CHARLES@OMNIFINNALLE.COM</u>	
Chuck Prieur <i>[Signature]</i>	<u>DRC Emergency Services</u> <u>The DRC Group</u> <u>740 Museum Dr</u> <u>MORISSE, AL 36608</u>	Phone # <u>251-343-3581</u> <u>251-243-6447</u>	<u>cprieur@drcusa.com</u>	
Jacob Bures <i>[Signature]</i>	<u>King Fisher Marine Service LP</u> <u>159 Hwy 316</u> <u>Port Lavaca, TX 77979</u>	Phone # <u>361-552-6751</u>	<u>jbures@kingfishermarine.com</u>	

# MANDATORY PRE-BID CONFERENCE ATTENDANCE RECORD

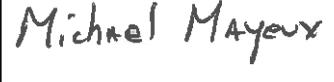
PROJECT: Lake Hermitage Marsh Creation (BA-42)

AGENCY: CPRA

FILE NO. S 28170 DL

DATE: November 1, 2011

PLEASE PRINT CLEARLY

NAME (signature)	COMPANY/ADDRESS	PHONE NO. ----- COURIER SERVICE REQUESTED	FAX NO. and E-MAIL	
SCOTT EMMONS 	<u>2400 VETERANS MEMORIAL</u> <u>Kenner, LA #510</u> <u>KING FISHER MARINE</u>	Phone # <u>504-</u> <u>273-8226</u>	<u>SEMMONS@</u> <u>KINGFISHERMARINE.COM</u>	
WAYNE BOYD 	<u>P.O. Box 108</u> <u>Port Lavaca TX 77979</u> <u>King Fisher Marine</u>	Phone # <u>361-552-6751</u> <u>361-920 6727 m.b</u>	<u>wboyd@kingfishermarine.com</u>	
KENNETH LESTER 	<u>201 ST. CHARLES AVE</u> <u>Suite 2500</u> <u>New ORLEANS LA 70170</u> <u>• CONTI Federal Services</u>	Phone # <u>607-725 4401</u> <u>504-278-1770</u>	<u>KLESTER@CONTICORP.COM</u>	
MICHAEL MAYEUX 	<u>Southern Delta Const LLC</u> <u>PO Box 309</u> <u>Bourg LA 70343</u>	Phone # <u>985 209 9884</u>	fax <u>985 872-9405</u> <u>m_mayeux@bellsouth.net</u>	
JOE GONZALES 	<u>Manson Construction Co.</u> <u>392 OLD BAYOU DULACERD</u> <u>Houma, LA 70363</u>	Phone # <u>985-580-1900</u>	<u>985-580-1901</u> <u>jgonzales@mansongulf.com</u>	

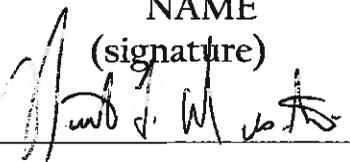
# MANDATORY PRE-BID CONFERENCE ATTENDANCE RECORD

PROJECT: Lake Hermitage Marsh Creation (BA-42) AGENCY: CPRA

FILE NO. S 28170 DL

DATE: November 1, 2011

PLEASE PRINT CLEARLY

NAME (signature)	COMPANY/ADDRESS	PHONE NO. ----- COURIER SERVICE REQUESTED	FAX NO. and E-MAIL	
	Tri-State Road Boring P.O. Box 3807, B. P. LA		Victorweston@msn.com	
Jeff Knight	Tri-State Rd. Boring Llc. P.O. Box 3807 BR. LA.	Phone # (225) 2754400 (225) 803-9726	Jeff L Knight 524@yahoo.com (225) 343-5472	
Kevin Roy	USFWS	Phone # 337-291-3120	Kevin_roy@fws.gov	
ANDREW BEALL	CPRA	Phone # (225) 342-1952	ANDREW.BEALL@LA.GOV	
Emmett IKE Mayer	BCG-DEWBERRY JV	Phone # 504 454 3866	imayer@bcgnote.com	
Jerri Daniels	BCG-DEWBERRY JV	Phone # 504-872-3766	jdaniels@dewberry.com	

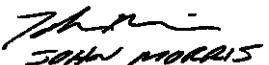
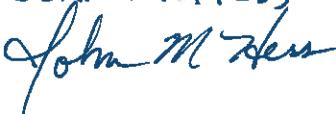
# MANDATORY PRE-BID CONFERENCE ATTENDANCE RECORD

PROJECT: Lake Hermitage Marsh Creation (BA-42) AGENCY: CPRA

FILE NO. S 28170 DL

DATE: November 1, 2011

PLEASE PRINT CLEARLY

NAME (signature)	COMPANY/ADRESS	PHONE NO. ----- COURIER SERVICE REQUESTED	FAX NO. and E-MAIL	
 JOHN MORRIS	<u>MIKE HOOKS INC</u> <u>409 MIKE HOOKS ROAD</u> <u>WESTLAKE LA 70669</u>	Phone # 337-436-6693	337-433-8701 DREDS@MIKEHOOKS.COM	
John M. Hess 	<u>Integrated Pro Services LLC</u> <u>3201 General De Gaulle Dr</u> <u>New Orleans, La 70114</u>	Phone # 504 363-3330 <del>Fax: 27</del>	504-363-3996 jhess@proservicesllc.com	
RAYMOND MELADINE 	<u>INTEGRATED PRO SERVICES</u> <u>3201 GENERAL DE GAULLE</u> <u>NEW ORLEANS, LA 70114</u>	Phone # 504-363-3330	504-363-3996 rmeladine@proservicesllc.com	
Rudy Simoneaux 	<u>CPRA</u> <hr/> <hr/>	Phone # 225-342-0981	rudy.simoneaux@e.sou	
	<hr/> <hr/>	Phone #		

**Addendum 2**

The Mississippi River Sediment Delivery-Bayou Dupont Project (BA-39) was constructed by the State of Louisiana (CPRA) and the Environmental Protection Agency in 2009-2010. Per request, the construction completion report is being provided to prospective bidders to provide insight on the constructability of the Lake Hermitage Marsh Creation Project (BA-42) by presenting data from a similar marsh creation project build using Mississippi River sediment. The document can be downloaded from the following link:

<ftp://ftp.dnr.state.la.us/BA-42/Bidding%20Documents/BA-39%20Construction%20Completion%20Report/>

<b>INVITATION TO BID ADDENDUM</b>			<b>BIDS WILL BE PUBLICLY OPENED:</b>	
STATE OF LOUISIANA			<b>NOV 22, 2011</b>	<b>10:00 AM</b>
DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING		PURCHASING AGENCY NO. : 107001		
=====> VENDOR NO. : 13-5475810-00 SOLICITATION : 2246811 FILE NO. : S28170DL OPENING DATE : 11/22/11		<b>RETURN BID TO</b>		
=====> <b>VENDOR NAME AND ADDRESS</b> WEEKS MARINE, INC. 304 GAILLE DRIVE INNWOODS BUSINESS PARK COVINGTON, LOUISIANA 70433		2246811	11/22/11	10:00 AM S28170DL
<-FOLD <b>FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.</b>		OFFICE OF STATE PURCHASING OFFICE OF STATE PURCHASING POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095  BUYER : HILARY STEPHENSON BUYER PHONE : (225) 342-8022 DATE ISSUED : 09/30/11 REG. AGENCY : 109002 OFFICE OF COASTAL PROTECTION AND RE AGENCY REG. NO. : CED120005 ISIS REG. NO. : 1341654 VENDOR PHONE : FISCAL YEAR : 12 CLASS/SUBCLASS : 98273 SCHEDULED BEGIN DATE : 00/00/00 SCHEDULED END DATE : 00/00/00 T-NUMBER :		

LAKE HERMITAGE MARSH CREATION (BA-42)  
PLAQUEMINES PARISH

CHANGE BID OPENING DATE  
ADDENDUM # 03  
NOVEMBER 10, 2011

THE FOLLOWING CHANGE HAS BEEN MADE TO THE SPECIFICATIONS FOR THE ABOVE REFERENCED SOLICITATION.

BID OPENING DATE CURRENTLY READS: NOVEMBER 15, 2011

BID OPENING DATE CHANGED TO READ: NOVEMBER 22, 2011

THIS ADDENDUM IS HEREBY OFFICIALLY MADE A PART OF THE REFERENCED SOLICITATION.

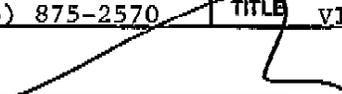
ACKNOWLEDGEMENT: IF YOU HAVE ALREADY SUBMITTED YOUR BID AND THIS ADDENDUM DOES NOT CAUSE YOU TO REVISE YOUR BID, YOU SHOULD ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY IDENTIFYING YOUR BUSINESS NAME AND BY SIGNING WHERE INDICATED. YOU MAY RETURN THIS ACKNOWLEDGEMENT BY MAIL TO: OFFICE OF STATE PURCHASING, POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095 BY HAND DELIVERY TO: 1201 N. THIRD STREET, SUITE 2-160 BATON ROUGE, LA 70802 OR BY FAX TO: (225) 342-8688. THE STATE RESERVES THE RIGHT TO REQUEST A COMPLETED ACKNOWLEDGEMENT AT ANY TIME. FAILURE TO EXECUTE AN ACKNOWLEDGEMENT SHALL NOT RELIEVE THE BIDDER FROM COMPLYING WITH THE TERMS OF THE BID.

FOLD->

ADDENDUM ACKNOWLEDGED / NO CHANGES:

FOR: \_\_\_\_\_ BY: \_\_\_\_\_

VENDOR PHONE NUMBER: (985) 875-2500	TITLE	DATE
FAX NUMBER: (985) 875-2570	VICE PRESIDENT	11/22/11

SIGNATURE OF BIDDER (MUST BE SIGNED)  J. STEPHEN CHATRY

<b>SOLICITATION AMENDMENT TEXT</b>		<b>INVITATION TO BID</b>	
NUMBER: 2246811	TIME: 10:00 AM	BIDDER:	PAGE 2
<p>REVISION: IF YOU HAVE ALREADY SUBMITTED YOUR BID AND THIS ADDENDUM REQUIRES YOU TO REVISE YOUR BID, YOU MUST INDICATE ANY CHANGE(S) BELOW, IDENTIFY YOUR BUSINESS NAME AND SIGN WHERE SHOWN. REVISIONS SHALL BE DELIVERED PRIOR TO BID OPENING IN A SEALED ENVELOPE MARKED WITH THE FILE NUMBER AND THE BID OPENING DATE AND TIME, EITHER BY MAIL TO: OFFICE OF STATE PURCHASING, POST OFFICE BOX 94095, BATON ROUGE, LA 70804-9095, OR BY HAND DELIVERY TO: 1201 NORTH THIRD STREET, SUITE 2-160, BATON ROUGE, LA 70802, OR BY FAX TO: 225-342-8688. ELECTRONIC TRANSMISSIONS OTHER THAN BY FAX ARE NOT BEING ACCEPTED AT THIS TIME.</p> <p>REVISIONS RECEIVED AFTER BID OPENING SHALL NOT BE CONSIDERED AND YOU SHALL BE HELD TO YOUR ORIGINAL BID.</p> <p>REVISION: _____</p> <p>_____</p> <p>FOR: _____ BY: _____</p>			

**ADDENDUM 04 TO PLANS AND CONTRACT DOCUMENTS**

**FOR**

**LAKE HERMITAGE MARSH CREATION PROJECT (BA-42)**

**FILE NUMBER: S 28170 DL**

**SOLICITATION NUMBER: 2246811**



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

**NOVEMBER 9<sup>TH</sup>, 2011**



**I. Responses to Questions Submitted by Contractors:**

Contractor Question/Comment (1): Part III Technical Specs, page 61 section 6.5, 2nd paragraph-states “Dredge pipe installation, removal of the dredge pipe, and work over the levee is limited to when the stage of the Mississippi River is below elevation +11.0’ NGVD 1929 on the Carrollton gage at New Orleans, LA.” – In the pre-bid meeting it was stated that the contractor will not be able to dredge in the river during this time when the elevation is above +11’. The above statement in the specs does not specify that you cannot dredge during this time, we interpret the sentence to state that you cannot do any work on the Mississippi river levee while the river is above that stage. Please clarify to all contractors whether or not we can dredge when the river is above +11’ NGVD at the Carrollton Gage.

CPRA Response (1): This portion of the Specifications references Special Condition 20 of the COE Permit (Appendix D) which states:

*“Work shall only be performed while the stage of the Mississippi River is below elevation +11.0 feet on the Carrollton gage, at New Orleans, Louisiana. Information concerning current river stages may be obtained on our web site at [www.mvn.army.mil](http://www.mvn.army.mil). Please note that because this is a flow failure area, a waiver to perform work when the stage of the river is above +11.0 feet will not be allowed”*

Recent correspondence from the COE-NOD revealed the following verification and clarification of the language in the Specification:

*“Construction over the levee and construction within 10 ft of the levee toes is limited to river stages below +11 ft on the Carrollton gage.”*

Contractor Question/Comment (2): In the borrow area in the Mississippi River, can you disturb material below -66 ft?

CPRA Response (2): A permit modification to allow an overdredge tolerance to -76.0 ft. NAVD 88 is pending COE approval. It is expected that this modification will be approved. However, until that approval is granted, permission to disturb material below -66.0 ft. NAVD 88 cannot be granted. Since the timeline for approval of this modification is uncertain, the Engineer has modified the Mississippi River dredging template as follows:

**Target Dredging Elevation: -63.0 ft. NAVD 88**

**Maximum Overdredge Tolerance: -66.0 ft. NAVD 88**

TS-5.1 and TS-6.1 of the Specifications have been modified to reflect this change and are included in Section II of this Addendum. Additionally, changes to Plans Sheets have been included in Section III of this Addendum.

Contractor Question/Comment (3): Is there any overdredge tolerances below -66 ft in the dredge borrow area in the MS River?

CPRA Response (3): A permit modification to allow an overdredge tolerance to -76.0 ft. NAVD 88 is pending COE approval. It is expected that this modification will be approved. However, until that approval is granted, permission to disturb material below -66.0 ft. NAVD 88 cannot be granted. Since the timeline for approval of this modification is uncertain, the Engineer has modified the Mississippi River dredging template as follows:

**Target Dredging Elevation: -63.0 ft. NAVD 88**

**Maximum Overdredge Tolerance: -66.0 ft. NAVD 88**

TS-5.1 and TS-6.1 of the Specifications have been modified to reflect this change and are included in Section II of this Addendum. Additionally, changes to Plan Sheets have been included in Section III of this Addendum.

Contractor Question/Comment (4): Can you please provide cross sectional end areas for the shore line restoration area?

CPRA Response (4): End area calculations for the Shoreline Restoration feature are summarized in the following table:

Section (Sta)	Section Area (ft <sup>2</sup> )	Section Distance (ft)	Section Volume (CY)
300+00	4377.80	277.38	44974.60
305+00	1008.54	488.28	18238.83
310+00	1266.05	401.58	18830.36
315+00	1243.73	861.61	39689.39
325+00	1281.78	608.08	28867.39
330+00	1163.13	504.28	21723.54
335+00	1207.81	528.51	23642.08
340+00	962.98	530.83	18932.55
345+00	1034.01	377.17	14444.09
355+00	1028.93	412.38	15715.24
360+00	1015.82	508.40	19127.29
365+00	1047.39	368.88	14309.48

Contractor Question/Comment (5): TS-2 states “Use of flotation channels is prohibited on this project”; however, hydrographic surveys taken during our site investigations on Oct 19 and 23, 2011 indicate the Jefferson Canal is silted in with water depths as shallow as 1.6’ at MLLW, beginning at Baseline Station 95+00 thru the intersection of Grand Bayou and also in Grand Bayou near the existing river diversion outfall. Will the State consider revising TS-2 via amendment to allow flotation channel dredging, wheel washing, or at least the displacement of bottom material in Jefferson Canal to facilitate access to Fill Sites A and B for a tug to mobilize a bucket dredge to install the containment dikes?

CPRA Response (5): Dredging in Jefferson Canal has not been permitted. Upon award of the Contract, access dredging may be proposed by the Contractor in the Work Plan. Approval to perform the proposed access dredging would be pending Engineer review and permit modification.

Contractor Question/Comment (6): Reference the Pre-Bid conference held on November 1, 2011. Please provide a copy of the conference participant sign-in roster.

CPRA Response (6): The Pre-Bid Meeting Sign-In Sheet has been posted as Addendum 1 on the State of Louisiana Procurement and Contract Network (LaPAC).

Contractor Question/Comment (7): Reference General Provisions GP-46 and GP-52. These clauses address suspensions of work that may be ordered by the Engineer (Owner) due to no failure of the Contractor. The clauses provide for equitable extensions of Contract Time in the case of a suspension, but do not consider compensation of costs incurred by the Contractor due to such a suspension. We strongly request you revise these clauses to provide for reimbursement to Contractor for damages and costs incurred in the event of an ordered work suspension due to no fault of the Contractor.

CPRA Response (7): GP-46 and GP-52 will remain unchanged. However, if work is suspended due to no fault of the Contractor, the Contractor may request a Change Order per GP-42 to seek compensation for the costs incurred. Approval of such a request would be subject to review by the Engineer.

Contractor Question/Comment (8): Reference Technical Specifications, TS-5.5. Please clarify that dredging work may proceed when the Mississippi River stage is higher than +11.0’ NGVD 1929 on the Carrollton Gage, as long as no work is performed at the vicinity near the levee where the dredge pipeline crosses.

CPRA Response (8): This portion of the Specifications references Special Condition 20 of the COE Permit (Appendix D) which states:

*“Work shall only be performed while the stage of the Mississippi River is below elevation +11.0 feet on the Carrollton gage, at New Orleans, Louisiana. Information concerning current river*

*stages may be obtained on our web site at [www.mvn.army.mil](http://www.mvn.army.mil). Please note that because this is a flow failure area, a waiver to perform work when the stage of the river is above +11.0 feet will not be allowed”*

Recent correspondence from the COE-NOD revealed the following verification and clarification of the language in the Specification:

*“Construction over the levee and construction within 10 ft of the levee toes is limited to river stages below +11 ft on the Carrollton gage.”*

Contractor Question/Comment (9): Reference Technical Specification, TS-6.6. This clause permits the Engineer to require the dredge to suspend work or to operate at reduced capacity, without allowance for additional contract time or compensation to the Contractor for such impacts. We request a provision be incorporated to enable Contractor to receive additional contract time and recovery of impact costs if the suspension or production rate reduction directive is due to no fault or failure of the Contractor.

CPRA Response (9): If work beyond the contract time stated in the Specifications is exceeded due to reduced production rates required by the Engineer, an extension in contract time may be granted. Provisions allowing recovery of impact costs due to a required reduction in production rates will not be added to the Specifications. The Contractor may request a Change Order per GP-42 to seek compensation for the costs incurred due to a required reduction in production rates. Approval of such a request would be subject to review by the Engineer.

Contractor Question/Comment (10): Reference Technical Specifications, TS-9.5. We request the requirement to install lighted aids to navigation delineating the limits of the borrow area be deleted entirely. Electronic horizontal positioning of dredging is precise, and installation of such buoys and aids to navigation is redundant and creates unnecessary obstruction and hazards for navigation interests and dredge operations.

CPRA Response (10): The intent of TS-9.5 is to prevent marine vessels from encroaching upon the areas where dredging takes place. This has primarily been a problem for projects with inland borrow sources (bays and lakes) where recreational fishermen were found to be too close to dredging equipment. The Engineer understands that this provision is not applicable to the Mississippi River borrow area for this project. Therefore, TS-9.5 shall be deleted from the Specifications and should not be considered for bidding purposes. The revised Specification is included in Section II of this addendum.

Contractor Question/Comment (11): Reference Technical Specification, TS-3.4.3 and Bid Item No. 5 for Hydraulic Dredging-Shoreline Restoration. Please provide end area volume calculations used to obtain the advertised quantity of 278,496 CY under this Bid Item.

CPRA Response (11): End area calculations for the Shoreline Restoration feature are summarized in the following table:

Section (Sta)	Section Area (ft <sup>2</sup> )	Section Distance (ft)	Section Volume (CY)
300+00	4377.80	277.38	44974.60
305+00	1008.54	488.28	18238.83
310+00	1266.05	401.58	18830.36
315+00	1243.73	861.61	39689.39
325+00	1281.78	608.08	28867.39
330+00	1163.13	504.28	21723.54
335+00	1207.81	528.51	23642.08
340+00	962.98	530.83	18932.55
345+00	1034.01	377.17	14444.09
355+00	1028.93	412.38	15715.24
360+00	1015.82	508.40	19127.29
365+00	1047.39	368.88	14309.48

Contractor Question/Comment (12): Please provide the water level gauge location and information for the station used at the marsh creation site and how historical information can be obtained from this gauge by the Contractor.

CPRA Response (12): A true Tidal Datum should be calculated using data that includes a 19 year epoch. Since no gage near the vicinity of the project includes 19 years of data, a local gage was correlated to such a gage using the Range Ratio Method. The local gage used for this tidal datum was LDNR/CPRA gage BA04-17. Data from this gage can be obtained from the SONRIS data system (<http://sonris.com/>).

Contractor Question/Comment (13): In GP-56, please clarify what the Contractor is guaranteeing for 1 year.

CPRA Response (13): The Contractor Guarantee listed in GP-56 is not applicable to the following project features:

- Earthen Containment Dikes

- Earthen Terraces
- Shoreline Restoration
- Marsh Creation

Contractor Question/Comment (14): In Section TS-2, use of flotation channels is prohibited on this project. Contractor performed site inspections of the project area and access to the project site is limited to 2 feet of water in several areas. Will wheel-washing be allowed to provide access to and around project site?

CPRA Response (14): Dredging of flotation channels has not been permitted and will not be included in this Contract. Upon award of the Contract, access/flotation channel dredging may be proposed by the Contractor in the Work Plan. Approval to perform the proposed access/flotation channel dredging would be pending Engineer review and permit modification.

Contractor Question/Comment (15): In section TS-4, Paragraph 4.5, earthen containment dikes should be built to +3.0' NAVD 88 with +0.5' tolerance. Contractor understands that to be a tolerance required for acceptance prior to filling. Will OCPRA allow construction by Contractor to an elevation greater than +3.5' NAVD 88 with the understanding that target elevation of +3.0 NAVD 88 (+0.5') will be met upon completion of filling marsh areas?

CPRA Response (15): Per TS-4.5, Earthen Containment Dikes should exceed +3.5 ft. NAVD 88. However, it is understood that the Contractor may want to construct the Earthen Containment Dikes to higher elevations to account for settlement. Therefore, once the Contract is awarded, the Contractor may request Earthen Containment Dikes be constructed to higher elevations than +3.5 ft. NAVD 88 during hydraulic dredging operations. However, upon Final Acceptance of the project, no Earthen Containment Dike shall be above +3.5 ft. NAVD 88.

Contractor Question/Comment (16): In Section TS-5, Paragraph 5.5, Contractor will not be allowed to perform dredging operations while river stage at Carrollton Gage is greater than +11.0' NGVD. Will delays resulting from high river conditions be added to contract duration?

CPRA Response: CPRA Response (16): This portion of the Specifications references Special Condition 20 of the COE Permit (Appendix D) which states:

*“Work shall only be performed while the stage of the Mississippi River is below elevation +11.0 feet on the Carrollton gage, at New Orleans, Louisiana. Information concerning current river stages may be obtained on our web site at [www.mvn.army.mil](http://www.mvn.army.mil). Please note that because this is a flow failure area, a waiver to perform work when the stage of the river is above +11.0 feet will not be allowed”*

Recent correspondence from the COE-NOD revealed the following verification and clarification of the language in the Specification:

*“Construction over the levee and construction within 10 ft of the levee toes is limited to river stages below +11 ft on the Carrollton gage.”*

The contract time has been enlarged to account for any delays associated with the rise of the Mississippi River. However, the Engineer will consider adding time to the contract should additional delays be sustained due to the rise of the Mississippi River.

Contractor Question/Comment (17): Section TS-5, Paragraph 5.12, requires elevations remain between +3.0' and +4.0' NAVD 88 for seven days after hydraulic pumping for acceptance of Shoreline Restoration reaches. Will OCPR provide a change in specification for acceptance to allow for a percentage, say 25%, of the reach to be below +3.0' NAVD 88, if the average elevation for the acceptance reach remained between +3.0' and +4.0' NAVD 88.

CPRA Response (17): TS-5.12 regarding acceptance of the Shoreline Protection feature will remain unchanged.

Contractor Question/Comment (18): Section TS-5, Paragraph 5.12, Can acceptance levels be raised to +4.5ft. with pay line at +4.0ft?

CPRA Response (18): TS-5.12 regarding acceptance of the Shoreline Protection feature will remain unchanged.

Contractor Question/Comment (19): Section TS-6, Please clarify last sentence; Engineer may require material above +4.0 to be removed. Please define “May”.

CPRA Response (19): An allowance of this overage shall not be defined. This language has been included to allow the Engineer to work with the Contractor in situations where removal of overbuilt material may cause damage to the constructed feature, or adjacent wetlands.

Contractor Question/Comment (20): Section TS-6, Paragraph 6.10, requires elevations remain between +1.5' and +2.0' NAVD 88 for seven days after hydraulic pumping for acceptance of Marsh Creation Fill reaches. Will OCPR provide a change in specification to allow for a construction elevation up to +2.5' NAVD 88 while maintaining the pay tolerances between +1.5' and +2.0' NAVD 88? Construction of the marsh Fill will require equipment to move through areas accepted. The increased sand fill elevation would minimize potential for platform collapse through to soft materials below the sand during the construction process.

CPRA Response (20): Acceptance of the Marsh Creation platform above the elevation of +2.0 ft. NAVD 88 may have significant impacts on the long term ecological benefits of the project. Therefore, TS-6.10 shall remain unchanged.

Contractor Question/Comment (21): Section TS-10 requires use of turbidity curtains though out project site. Please explain why turbidity curtains are required. If not necessary, Contractor requests this requirement to be removed from specifications.

CPRA Response (21): The required installation of turbidity curtains has been removed from TS-10.1. The revised specification is included in Section II of this addendum.

Contractor Question/Comment (22): Sheet 9 of 28 Pipeline Corridor Layout. Will the Contractor be allowed place a temporary marine access dock adjacent to dredge pipeline to facilitate personnel access to and from the Mississippi River for the duration of construction activities?

CPRA Response (22): Construction of a temporary marine access structure shall be allowed at the Mississippi River within the limits of the Dredge Pipeline Corridor shown on Sheet 9 of Plans. The Contractor may propose an alternative location in the Work Plan which would be subject to approval by the Engineer.

## II. Revisions to Specifications:

Page iii, Schedule for Bid Items – Base Bid: The quantity for Bid Item 4, “Earthen Containment Dikes”, has been revised to 33,144 LF. The revised bid table is attached to this addendum and shall be used when bidding.

Page iv, Schedule for Bid Items – Additive Deductive Bid: The quantity Bid Item 13, Earthen Containment Dikes, has been revised to 5,654 LF. The revised bid table is attached to this addendum and shall be used when bidding.

Page 54, TS-5.1: Target elevation for hydraulic dredging in the Mississippi River borrow area has been changed to -63.0 ft. NAVD 88. Maximum overdredge elevation has been changed to -66.0 ft. NAVD 88. TS-5.1 shall now read:

“Hydraulic Dredging for Shoreline Restoration shall consist of excavating and satisfactorily placing dredged material at the designated Shoreline Restoration alignment located on the eastern shoreline of Lake Hermitage in accordance with these Specifications and in conformity to the lines, grades, and elevations shown on the Plans or as directed by the Engineer. Dredging to approximately an elevation -63.0 ft. NAVD 88 is anticipated. However, overdredging to maximum cut elevation -66.0 ft. NAVD 88 shall be permitted. The Mississippi River Borrow Area primarily consists of sandy material. However, the materials to be dredged may consist of gravels, silts, clays, muck, or shell. The Mississippi River Borrow Area geotechnical information is located in Appendix I. Additional materials such as logs, stumps, snags, tires, scrap, and other

debris may be encountered within the specified limits of dredging and shall be removed and disposed of by the Contractor.”

Page 58-59, TS-6.1: Target elevation for hydraulic dredging in the Mississippi River borrow area has been changed to -63.0 ft. NAVD 88. Maximum overdredge elevation has been changed to -66.0 ft. NAVD 88. TS-6.1 shall now read:

“Hydraulic Dredging for Marsh Creation shall consist of excavating and satisfactorily placing dredged material at the designated Marsh Creation Fill Sites in accordance with these Specifications and in conformity to the lines, grades, and elevations shown on the Plans or as directed by the Engineer. Dredging to approximately an elevation -63.0 ft. NAVD 88 is anticipated. However, overdredging to maximum cut elevation -66.0 ft. NAVD 88 shall be permitted. The Mississippi River Borrow Area primary consists of sandy material. However, the materials to be dredged may consist of gravels, silts, clays, muck, or shell. The Mississippi River Borrow Area geotechnical information can be found in the design geotechnical report located in Appendix I. Additional materials such as logs, stumps, snags, tires, scrap, and other debris may be encountered within the specified limits of dredging and shall be removed and disposed of by the Contractor.”

Page 67, TS-9.5: This provision shall be deleted from the Specifications.

Page 67, TS-10.1: The required installation of turbidity curtains has been removed from TS-10.1. Ts-10.1 shall now read:

“The Contractor is required to discharge water from the marsh fill area into Lake Hermitage or surrounding wetland areas to avoid impoundment of water. The Contractor must provide a turbidity control plan detailing means and methods for any discharge of water outside the project footprint, including, if applicable, a description of any water control structures proposed for use. The plan must contain methods to limit turbidity and sedimentation in open water. The turbidity control plan must be submitted to the Engineer seven (7) days prior to the pre-construction conference.”

### III. Revision to Plans (revised sheets attached):

Sheet 2 of 28: The estimated quantity for Bid Item 4, “Earthen Containment Dikes”, has been revised to 33,144 LF.

Sheet 2 of 28: The estimated quantity for Bid Item 13, “Earthen Containment Dikes”, has been revised to 5,654 LF.

Sheet 10 of 28: The typical section for the Mississippi River Borrow Area has been revised to reflect the following changes:

**Target Dredging Elevation: -63.0 ft. NAVD 88**

**Maximum Overdredge Tolerance: -66.0 ft. NAVD 88**

## Addendum 4

Sheet 26 of 28: The Mississippi River Sections have been revised to reflect a maximum dredging elevation of -66.0 ft. NAVD 88.

Sheet 27 of 28: The Mississippi River Sections have been revised to reflect a maximum dredging elevation of -66.0 ft. NAVD 88.

Sheet 28 of 28: The Mississippi River Sections have been revised to reflect a maximum dredging elevation of -66.0 ft. NAVD 88.

**IV. Additional Clarifications:**

Constructability of Earthen Containment Dikes: The design parameters listed for the Earthen Containment Dikes were recommended to meet a desired safety factor. The goal of the Earthen Containment Dikes is to contain dredge slurry and prevent loss of material to surrounding areas. The Owner understands that it is in the best interest of the Contractor to properly construct this feature. Based on observations from previous projects, it is the opinion of the Engineer that although these features are often constructed to steeper slopes, the end product reveals a flatter, "sluffed" template. Therefore, at the option of the Contractor, he may initially construct the Earthen Containment Dikes to different slopes than those listed in this Bid Package.

**Attachment I**

Revised Bid Tables

**SCHEDULE OF BID ITEMS - BASE BID**  
**LAKE HERMITAGE MARSH CREATION (BA-42)**

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

ITEM No.	ITEM	UNIT	QUANTITY <sup>1</sup>	UNIT PRICE <sup>2</sup>		EXTENDED PRICE <sup>2</sup>
				USING WORDS	USING NUMBERS	USING NUMBERS
1	Mobilization and Demobilization <sup>3</sup>	Lump Sum	1	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
2	Jacked Casing Pipe and Pits	Lump Sum	1	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
3	Construction Surveys	Lump Sum	1	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
4	Earthen Containment Dikes	Linear Foot	33,144	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
5	Hydraulic Dredging-Shoreline Restoration	Cubic Yard	278,496	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
6	Hydraulic Dredging-Marsh Creation	Cubic Yard	3,725,784	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
7	Marsh Fill/Shoreline Restoration Settlement Plates	Each	4	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
8	Earthen Terraces	Linear Foot	7,300	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
<b>Total Amount of Base Bid:</b>				_____ Dollars _____ Cents		

- Where the quantity of Work with respect to any item is covered by a unit price, such quantities are estimated quantities to be used when comparing bids and the right is reserved by the Owner to increase/decrease such quantities as may be necessary to complete the Work and/or remain within the funding limits. In the event of material underruns/overruns by less than twenty-five percent (25%), the unit costs will be used to determine payment to the Contractor.
- Items must be completed by the bidder. The completed sheet must be attached to the bid submitted to the Office of State Purchasing in order for the bid to be considered. The low Bidder will be determined on the basis of the sum Base Bid and the Alternate Bid selected by the Owner for award.
- Mobilization and Demobilization shall include all appropriate costs associated with constructing all features listed in the Specifications and/or shown in the Plans.

**SCHEDULE OF BID ITEMS – ADDITIVE/DEDUCTIVE BID  
LAKE HERMITAGE MARSH CREATION (BA-42)**

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

ITEM No.	ITEM	UNIT	QUANTITY <sup>1</sup>	UNIT PRICE <sup>2</sup>		EXTENDED PRICE <sup>2</sup>
				USING WORDS	USING NUMBERS	USING NUMBERS
9	Mobilization and Demobilization <sup>3</sup>	Lump Sum	1	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
10	Construction Surveys	Lump Sum	1	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
11	Hydraulic Dredging-Marsh Creation	Cubid Yard	790,738	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
12	Deduction-Base Bid Earthen Containment Dikes	Linear Foot	-3,009	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
13	Earthen Containment Dikes	Linear Foot	5,654	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
14	Marsh Fill Settlement Plates	Each	1	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
15	Deduction-Base Bid Earthen Terraces	Linear Foot	-7,300	_____ Dollars _____ Cents	\$ _____ . ____	\$ _____ . ____
<b>Total Amount of Additive/Deductive Alternate Bid:</b>				_____ Dollars	_____ Cents	

- Where the quantity of Work with respect to any item is covered by a unit price, such quantities are estimated quantities to be used when comparing bids and the right is reserved by the Owner to increase/decrease such quantities as may be necessary to complete the Work and/or remain within the funding limits. In the event of material underruns/overruns by less than twenty-five percent (25%), the unit costs will be used to determine payment to the Contractor.
- Items must be completed by the bidder. The completed sheet must be attached to the bid submitted to the Office of State Purchasing in order for the bid to be considered. The low Bidder will be determined on the basis of the sum of the Base Bid and the Alternate Bid selected by the Owner for award.
- Mobilization and Demobilization shall include all appropriate costs associated with constructing all features listed in the Specifications and/or shown in the Plans.

**Attachment II**

Revised Plan Sheets

## GENERAL NOTES

1. ALL ELEVATIONS ARE GIVEN IN THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) U.S. SURVEY FEET. ALL HORIZONTAL COORDINATES ARE GIVEN IN THE NORTH AMERICAN DATUM OF 1983 (NAD 83, LOUISIANA STATE PLANE SOUTH ZONE U.S. FEET).
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NAVIGATING FROM A NAVIGABLE WATER BODY TO THE PROJECT AREA. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR NAVIGATING WITHIN THE LIMITS OF THE PROJECT AREA AND DREDGING ONLY WITHIN THE LIMITS SHOWN ON THE PLANS. THE ENGINEER OR RESIDENT PROJECT REPRESENTATIVE SHALL MONITOR THE EQUIPMENT LOCATION DURING CONSTRUCTION.
3. ALL MARINE EQUIPMENT SHALL BE FLOATING AT ALL TIMES DURING THE TRANSIT TO AND FROM THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING LANDOWNERS AND PIPELINE/UTILITY OPERATORS AT LEAST 72 HOURS PRIOR TO MOBILIZATION. ALL PIPELINES AND UNDERGROUND UTILITIES SHALL BE MARKED WITH BUOYS OR FLAGGED STAKES BY THE CONTRACTOR. THE CONTRACTOR SHALL MAINTAIN BUOYS OR FLAGGED STAKES DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE CLEARANCES FROM THE PIPELINES SET FORTH IN PLANS AND SPECIFICATIONS. SEE SP-11 OF THE SPECIFICATIONS FOR ADDITIONAL INFORMATION. NO EXCAVATION IS ALLOWED WITHIN 50 FEET OF A PIPELINE UNLESS OTHERWISE STIPULATED IN AGREEMENT. THE FOLLOWING IS A LIST OF UTILITIES AND PIPELINE OPERATORS KNOWN TO HAVE PIPELINES IN THE VICINITY. PIPELINE LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATIONS. THE OWNER IS NOT LIABLE FOR EXACT LOCATIONS. THE CONTRACTOR MUST CALL LOUISIANA ONE CALL AT 1-800-272-3020 AT LEAST 5 WORKING DAYS PRIOR TO MOBILIZATION.
 

ENTERGY LOUISIANA (OVERHEAD LINES)  
CONTACT: JOE GIAMMALVCA  
(504) 219-4207

PLAQUEMINES PARISH (WATER LINES)  
CONTACT: GENE FOX  
(504) 297-5414

ATMOS ENERGY (GAS LINES)  
1-888-286-6700

SHELL PIPELINE COMPANY LP  
CONTACT: JAMIE HONSES  
(504) 728-4340

BOARDWALK PIPELINE  
CONTACT: GERALD ROSER  
(504) 469-5903 EXT 236
4. PLANS AND SPECIFICATIONS ARE COMPLEMENTARY; WHAT IS REQUIRED IN ONE IS AS BINDING AS IF REQUIRED BY ALL. CLARIFICATIONS AND INTERPRETATIONS OF, OR NOTIFICATIONS OF MINOR VARIATIONS AND DEVIATIONS IN THE CONTRACT DOCUMENTS WILL BE ISSUED BY THE ENGINEER.
5. THE SURVEY DATA SHOWN ON THE PLANS IS BASED ON THE FIELD SURVEYS PERFORMED BETWEEN 02-06-2007 AND 04-12-2007 BY SIGMA CONSULTING GROUP, LLC FOR CPRA. ESTIMATED DESIGN QUANTITIES SHOWN ARE FOR BIDDING PURPOSES AND WERE BASED ON THESE SURVEYS. QUANTITIES WERE CALCULATED USING AVERAGE END AREA METHOD AND AUTOCAD DIGITAL TERRAIN MODELS. AN UPDATED PRE-CONSTRUCTION SURVEY SHALL BE PERFORMED AS PART OF THIS CONTRACT PER TS-3.3.
6. THE CONTRACTOR SHALL PERFORM A MAGNETOMETER SURVEY IN ALL AREAS OF EXCAVATION AND OTHER WORK THAT MAY POTENTIALLY DAMAGE OR INTERFERE WITH EXISTING INFRASTRUCTURE PRIOR TO ANY WORK.
7. THE MARSH CREATION SITES, TERRACE FIELD, SHORELINE RESTORATION ALIGNMENTS, AND MISSISSIPPI RIVER BORROW AREA MAY BE REVISED BY THE ENGINEER AT THE TIME OF CONSTRUCTION TO REFLECT CHANGES IN FIELD CONDITIONS.
8. THE GEOTECHNICAL INVESTIGATION AND ANALYSIS WERE PERFORMED FROM APRIL 12, 2007 TO APRIL 30, 2007 BY EUSTIS ENGINEERING SERVICES, LLC. THE LOCATIONS OF THE SOIL BORINGS ARE SHOWN ON PAGE 4, PAGE 5, AND PAGE 6 OF THE PLANS. THE FULL GEOTECHNICAL REPORT CAN BE FOUND IN THE APPENDIX I OF THE SPECIFICATIONS.
9. MEAN HIGH WATER (MHW) AND MEAN LOW WATER (MLW) WERE CALCULATED FROM THE LDNR GAGE BA04-17 LOCATED NEAR POINTE A LA HACHE, LA. ELEVATIONS ARE REFERENCED TO NAVD 88, US FEET. MHW=0.88' AND MLW =0.34'.

## SUMMARY OF ESTIMATED QUANTITIES

### BASE BID

ITEM No.	DESCRIPTION	UNIT	ESTIMATED <sup>3</sup> QUANTITY
1	MOBILIZATION AND DEMOBILIZATION	LUMP SUM	1
2	JACKED CASING PIPE AND PITS	LUMP SUM	1
3	CONSTRUCTION SURVEYS	LUMP SUM	1
4	EARTHEN CONTAINMENT DIKES <sup>1</sup>	LINEAR FOOT	33,144
5	HYDRAULIC DREDGING - SHORELINE RESTORATION <sup>2</sup>	CUBIC YARD	278,496
6	HYDRAULIC DREDGING - MARSH CREATION <sup>2</sup>	CUBIC YARD	3,725,784
7	MARSH FILL SETTLEMENT PLATES	EACH	4
8	EARTHEN TERRACES	LINEAR FOOT	7,300

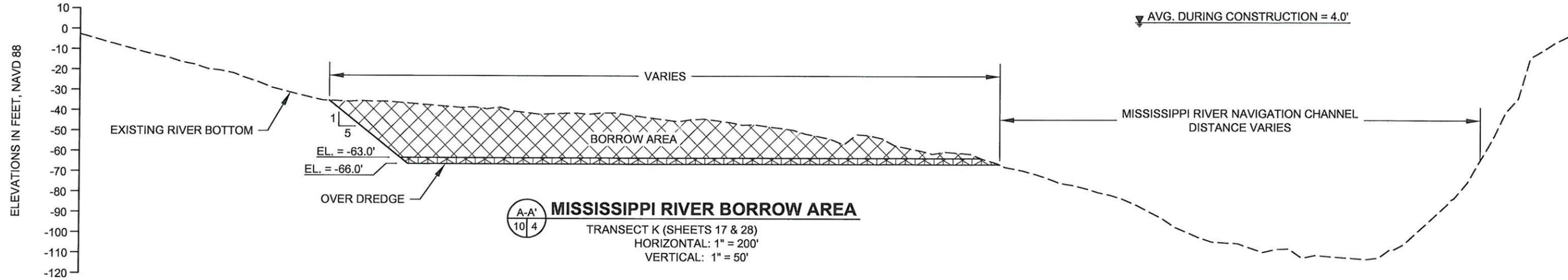
### ADDITIVE/DEDUCTIVE ALTERNATE

ITEM No.	DESCRIPTION	UNIT	ESTIMATED <sup>3</sup> QUANTITY
9	MOBILIZATION AND DEMOBILIZATION	LUMP SUM	1
10	CONSTRUCTION SURVEYS	LUMP SUM	1
11	HYDRAULIC DREDGING - MARSH CREATION <sup>1</sup>	CUBIC YARD	790,738
12	DEDUCTION - BASE BID EARTHEN CONTAINMENT DIKES	LINEAR FOOT	-3,009
13	EARTHEN CONTAINMENT DIKES <sup>2</sup>	LINEAR FOOT	5,654
14	MARSH FILL SETTLEMENT PLATES	EACH	1
15	DEDUCTION - BASE BID EARTHEN TERRACES	LINEAR FOOT	-7,300

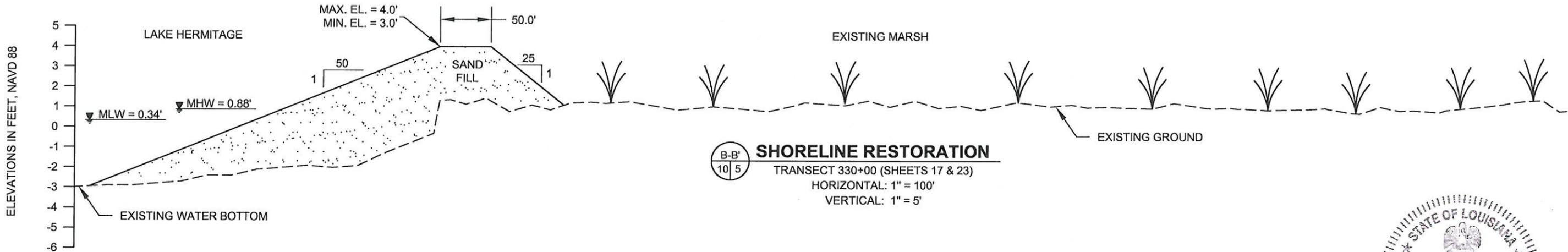
1. THE LINEAR FEET OF CONTAINMENT DIKES WAS ESTIMATED FOR CONSTRUCTION USING AERIAL PHOTOGRAPHY, FIELD SURVEYS, AND AUTOCAD. THE OWNER RESERVES THE RIGHT TO REQUEST ADDITIONAL DIKES BE BUILT FOR CONSTRUCTION AT THE CONTRACTOR'S BID PRICE/LINEAR FOOT.
2. HYDRAULIC DREDGING QUANTITIES FOR MARSH CREATION AND SHORELINE RESTORATION ARE BASED ON IN PLACE VOLUME.
3. WHERE THE QUANTITY OF WORK WITH RESPECT TO ANY ITEM IS COVERED BY A UNIT PRICE, SUCH QUANTITIES ARE ESTIMATED QUANTITIES TO BE USED WHEN COMPARING BIDS AND THE RIGHT IS RESERVED BY THE OWNER TO INCREASE/DECREASE SUCH QUANTITIES AS MAY BE NECESSARY TO COMPLETE THE WORK AND/OR REMAIN WITHIN FUNDING LIMITS. IN THE EVENT OF MATERIAL UNDERRUNS/OVERRUNS BY LESS THAN TWENTY-FIVE PERCENT (25%), THE UNIT COSTS WILL BE USED TO DETERMINE PAYMENT TO THE CONTRACTOR.



1	11/9/2011	BID ITEM 4 REVISED TO 33,144 LF	RS	<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801	LAKE HERMITAGE MARSH CREATION STATE PROJECT NUMBER: BA-42 FEDERAL PROJECT NUMBER:	GENERAL NOTES DATE: SEPTEMBER 2011 SHEET 2 OF 28
2	11/9/2011	BID ITEM 13 REVISED TO 5,654 LF	RS			
REV.	DATE	DESCRIPTION	BY			



**MISSISSIPPI RIVER BORROW AREA**  
 TRANSECT K (SHEETS 17 & 28)  
 HORIZONTAL: 1" = 200'  
 VERTICAL: 1" = 50'



**SHORELINE RESTORATION**  
 TRANSECT 330+00 (SHEETS 17 & 23)  
 HORIZONTAL: 1" = 100'  
 VERTICAL: 1" = 5'

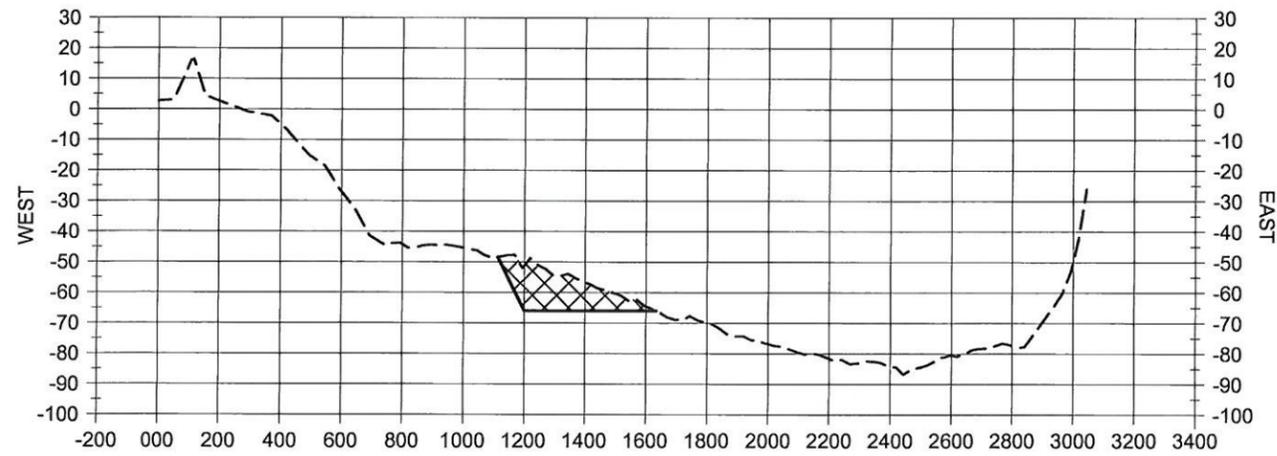
STATE OF LOUISIANA  
 RUDOLPH A. SIMONEAUX, III  
 License No. 34747  
 PROFESSIONAL ENGINEER  
 IN  
 CIVIL ENGINEERING  
*[Signature]*  
 11/09/2011

LEGEND	
	BORROW AREA
	OVER DREDGE
	SAND FILL

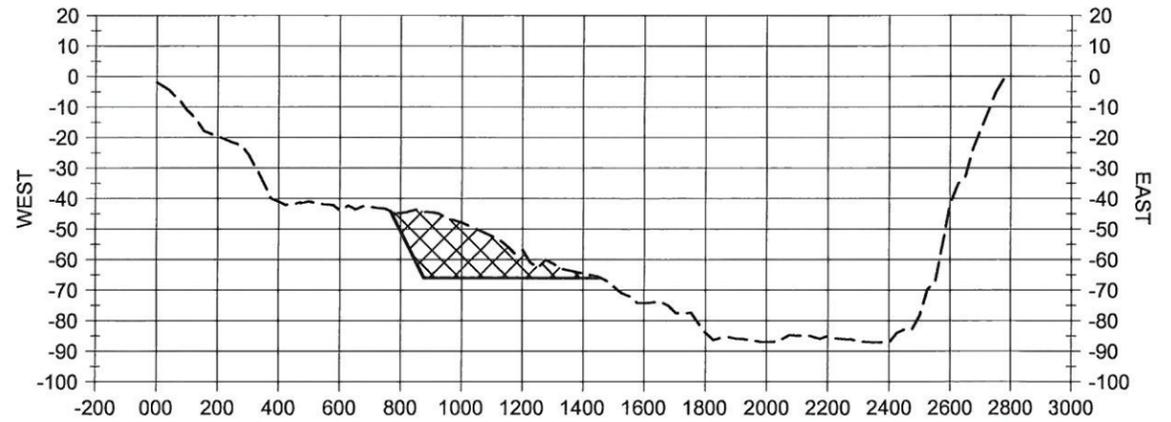
REV.	DATE	DESCRIPTION	BY
1	11/9/2011	REVISED MISSISSIPPI RIVER BORROW AREA MAXIMUM CUT ELEVATIONS	KC

**COASTAL PROTECTION AND RESTORATION AUTHORITY**  
 450 LAUREL STREET  
 BATON ROUGE, LOUISIANA 70801  
 DRAWN BY: KRISTI CANTU    DESIGNED BY: RUDOLPH SIMONEAUX, P.E.

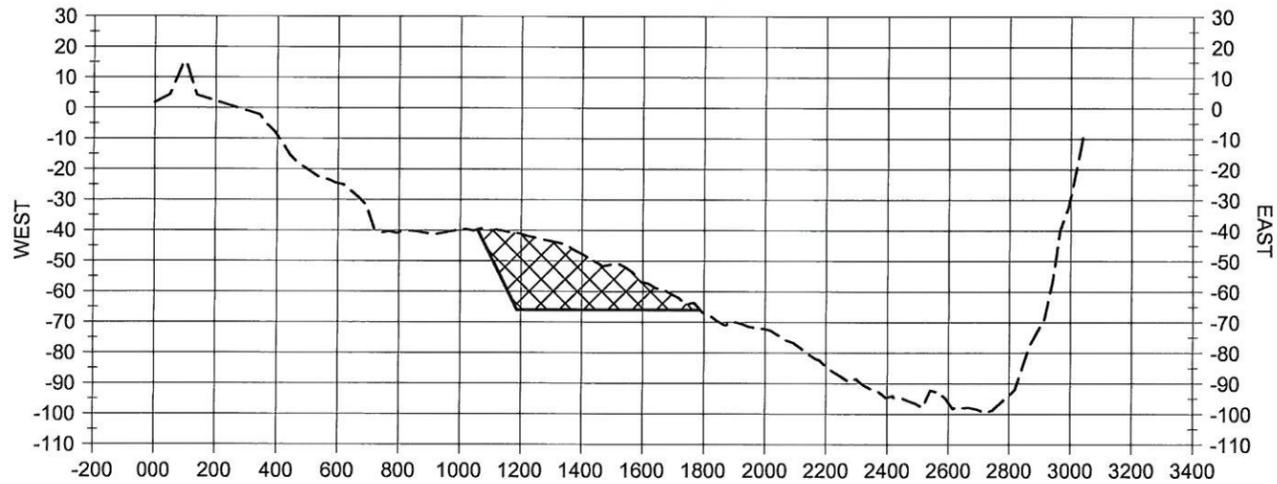
LAKE HERMITAGE MARSH CREATION	BORROW AREA AND SHORELINE RESTORATION TYPICAL SECTIONS
STATE PROJECT NUMBER: BA-42	DATE: SEPTEMBER 2011
FEDERAL PROJECT NUMBER:	APPROVED BY: JERRY CARROLL, P.E.
SHEET 10 OF 28	



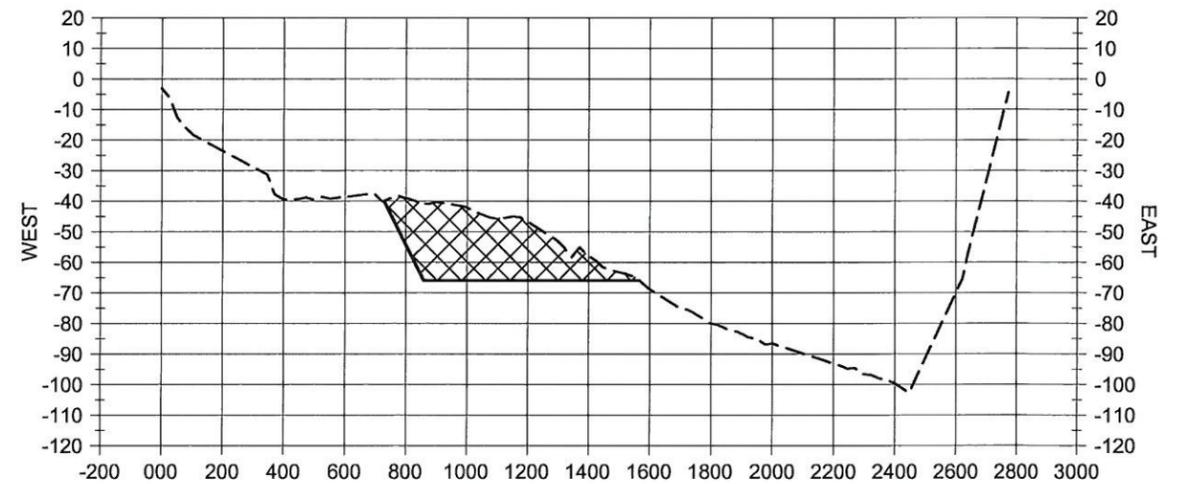
SECTION B



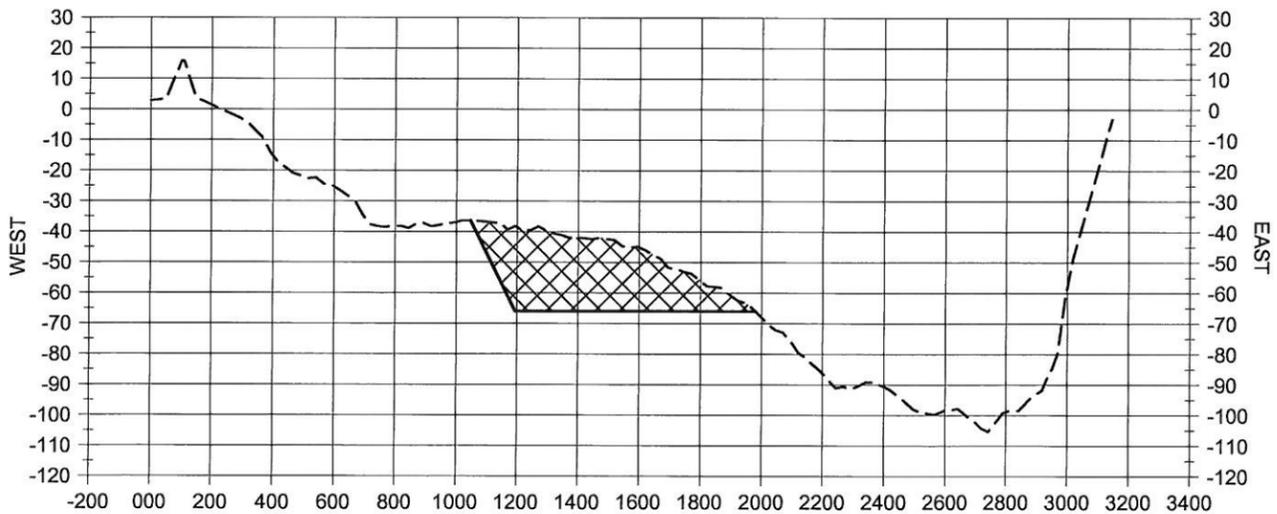
SECTION C



SECTION D



SECTION E

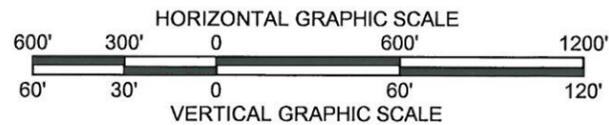


SECTION F

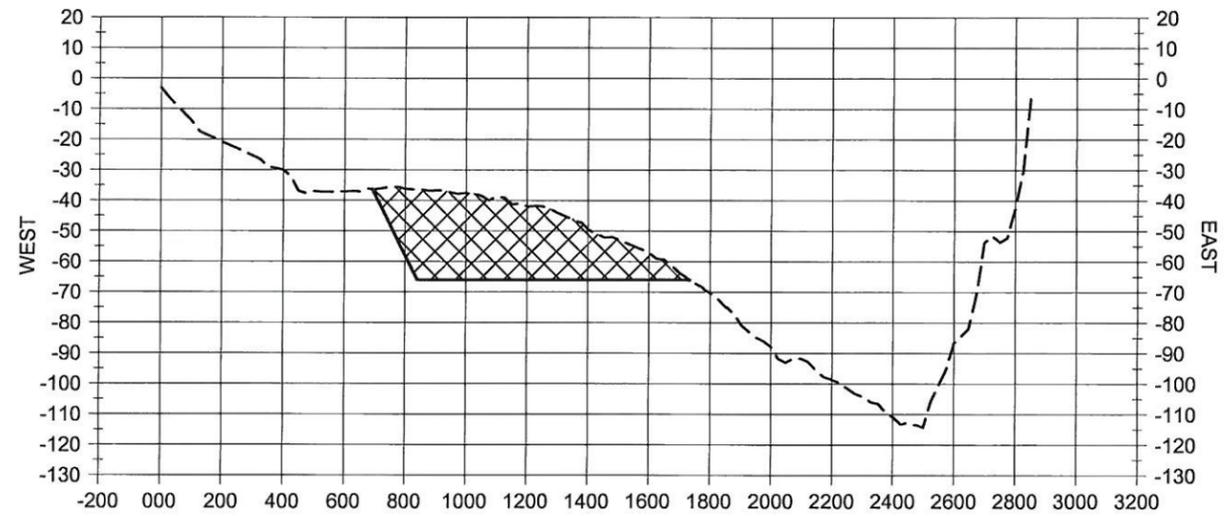
11/09/2011

NOTE:  
 ALL ELEVATIONS ARE GIVEN IN THE NORTH  
 AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

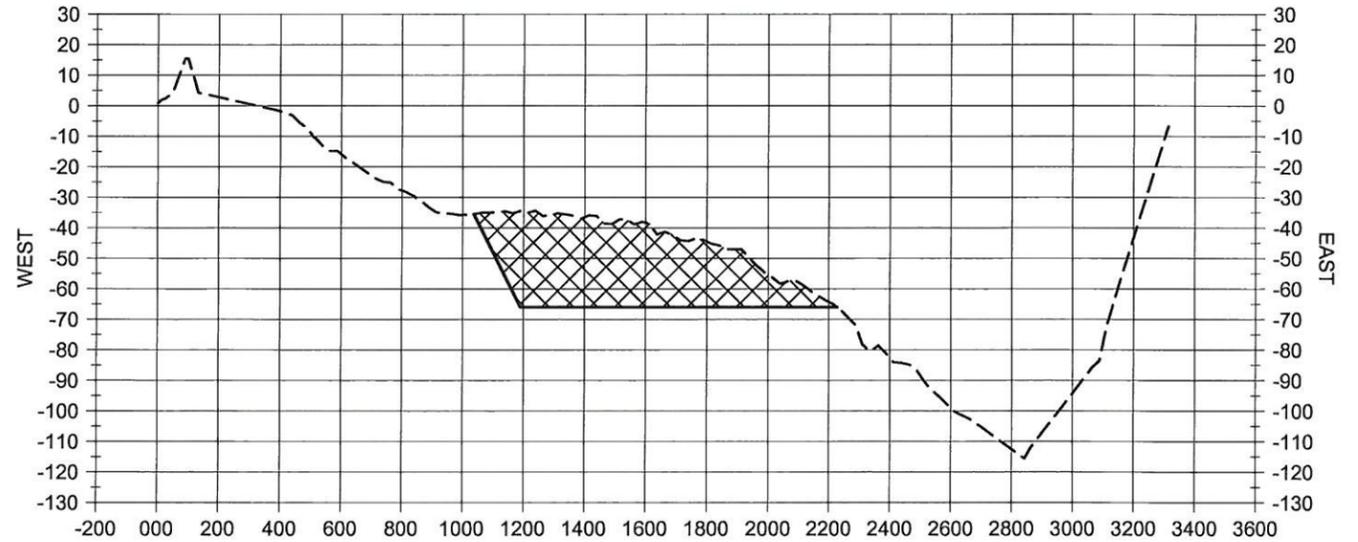
LEGEND	
---	EXISTING BOTTOM
▨	SHORELINE PROTECTION



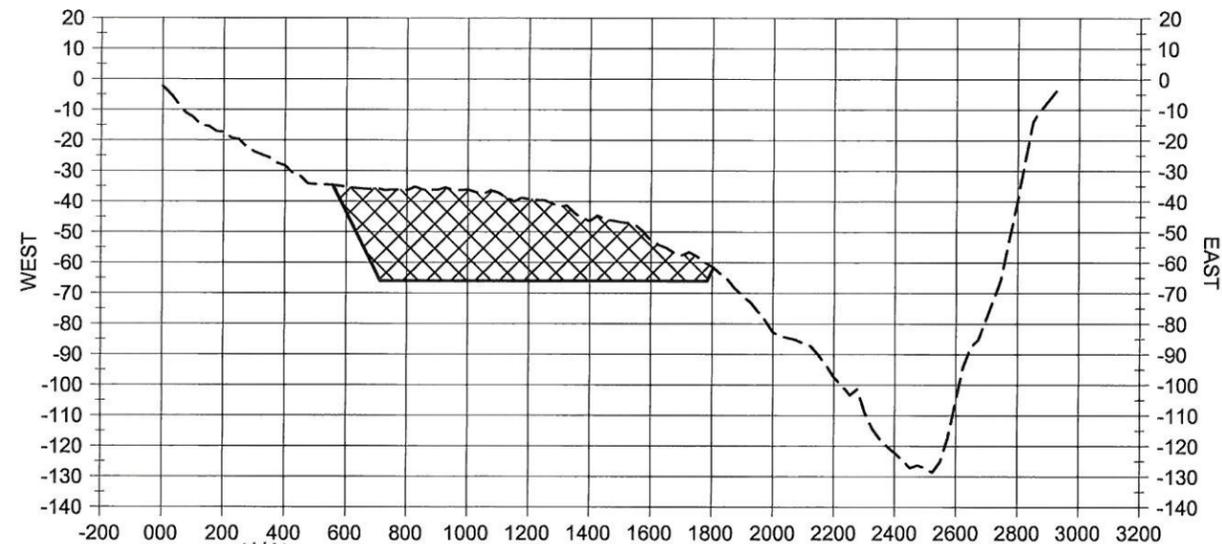
REV.	DATE	DESCRIPTION	BY	DRAWN BY: KRISTI CANTU		DESIGNED BY: RUDOLPH SIMONEAUX, P.E.		APPROVED BY: JERRY CARROLL, P.E.	
1	11/9/2011	REVISED MISSISSIPPI RIVER BORROW AREA MAXIMUM CUT ELEVATIONS	RS						
				<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801				<b>LAKE HERMITAGE MARSH CREATION</b>	
								<b>MISSISSIPPI RIVER SECTIONS</b>	
								STATE PROJECT NUMBER: BA-42	
								FEDERAL PROJECT NUMBER:	
								DATE: SEPTEMBER 2011	
								SHEET 26 OF 28	



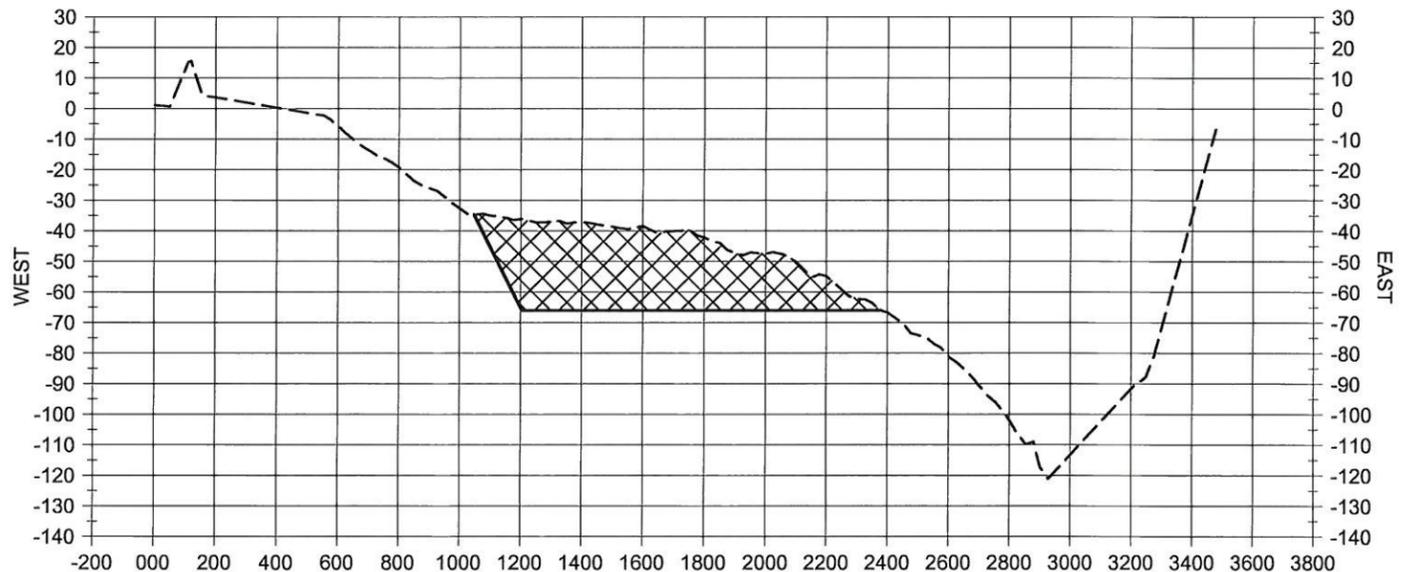
SECTION G



SECTION H



SECTION I



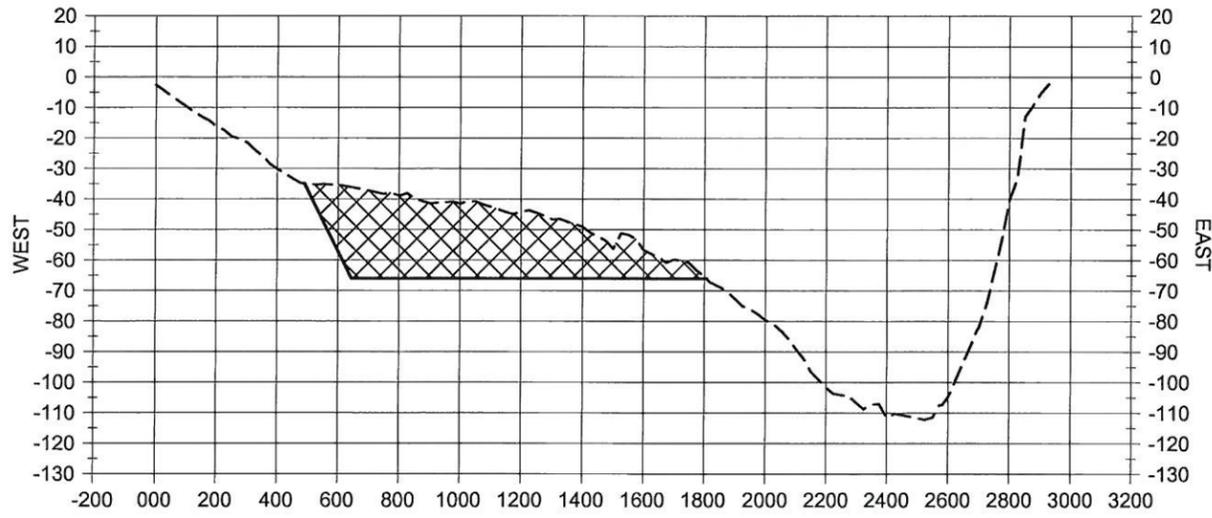
SECTION J

HORIZONTAL GRAPHIC SCALE
   
 600' 300' 0 600' 1200'
   
 VERTICAL GRAPHIC SCALE
   
 60' 30' 0 60' 120'

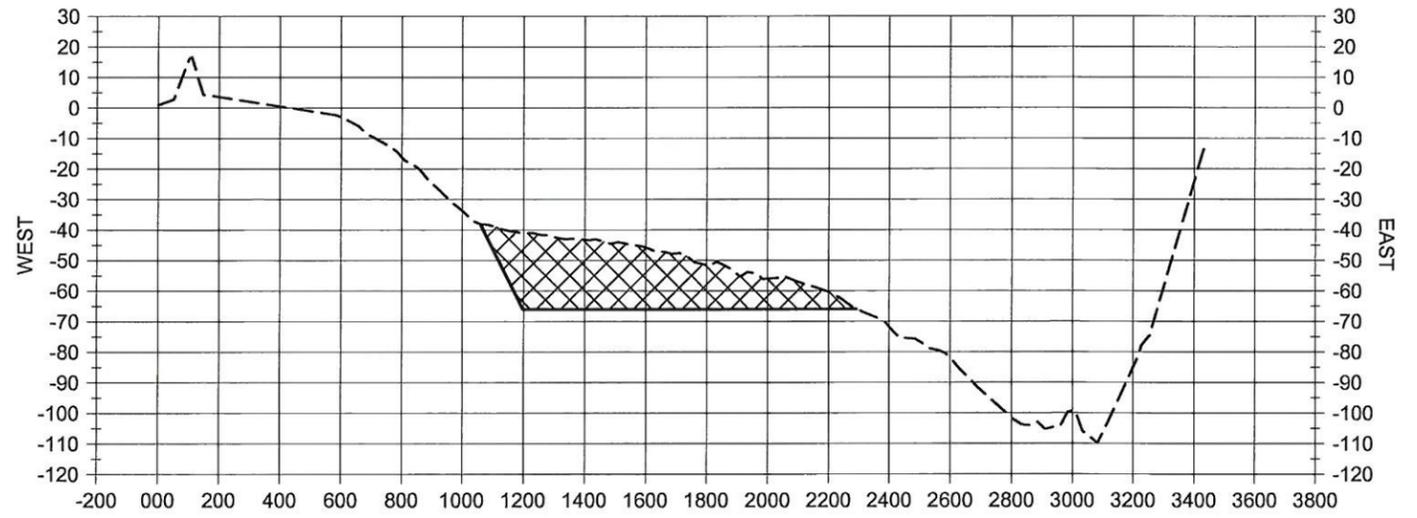
NOTE:  
ALL ELEVATIONS ARE GIVEN IN THE NORTH  
AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

LEGEND	
---	EXISTING BOTTOM
XXX	SHORELINE PROTECTION

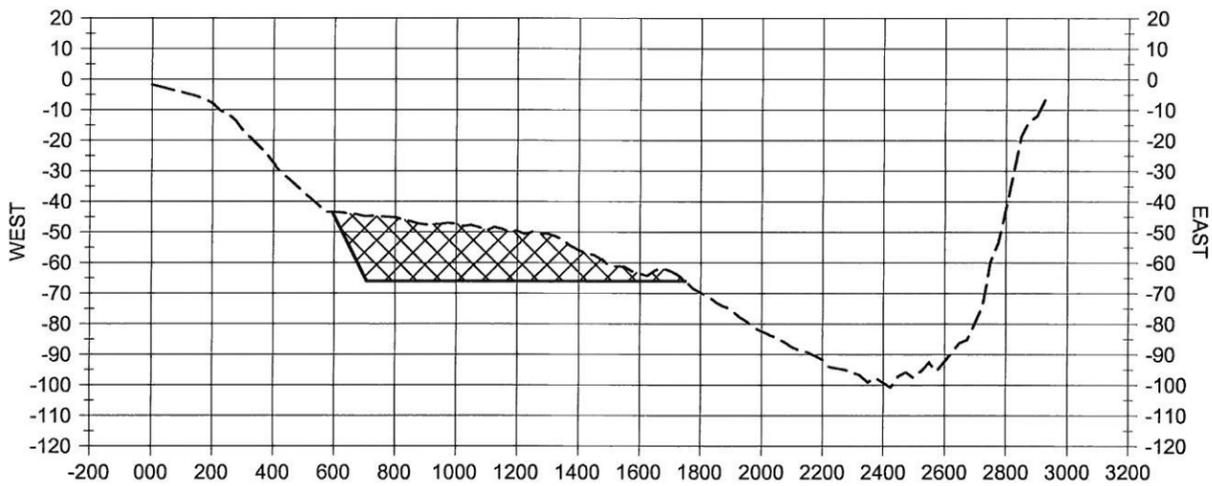
REV.	DATE	DESCRIPTION	BY	COASTAL PROTECTION AND RESTORATION AUTHORITY 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801		LAKE HERMITAGE MARSH CREATION	MISSISSIPPI RIVER SECTIONS
1	11/9/2011	REVISED MISSISSIPPI RIVER BORROW AREA MAXIMUM CUT ELEVATIONS	RS			STATE PROJECT NUMBER: BA-42	DATE: SEPTEMBER 2011
						FEDERAL PROJECT NUMBER:	
				DRAWN BY: KRISTI CANTU	DESIGNED BY: RUDOLPH SIMONEAUX, P.E.		SHEET 27 OF 28



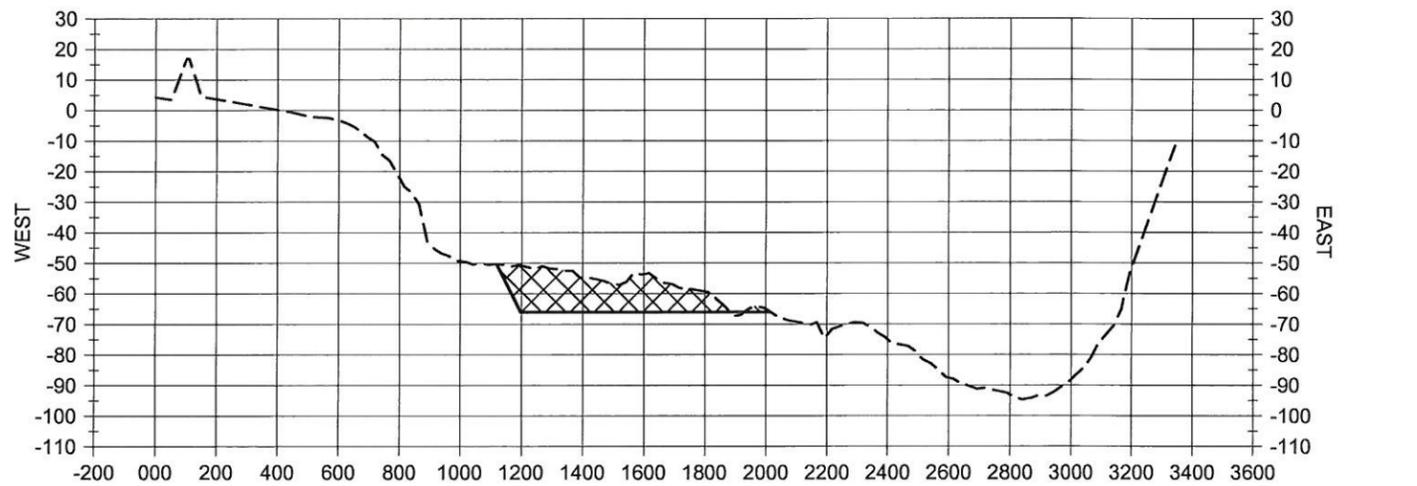
SECTION K



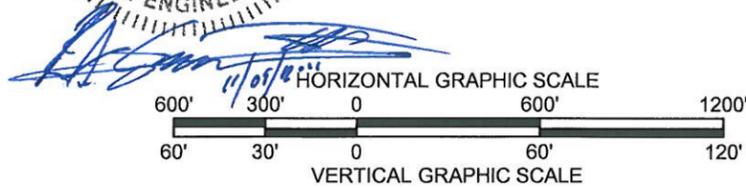
SECTION L



SECTION M



SECTION N



NOTE:  
ALL ELEVATIONS ARE GIVEN IN THE NORTH  
AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

LEGEND	
---	EXISTING BOTTOM
XXXX	SHORELINE PROTECTION

REV.	DATE	DESCRIPTION	BY	DRAWN BY: KRISTI CANTU		DESIGNED BY: RUDOLPH SIMONEAUX, P.E.		APPROVED BY: JERRY CARROLL, P.E.			
1	11/9/2011	REVISED MISSISSIPPI RIVER BORROW AREA MAXIMUM CUT ELEVATIONS	RS								
				<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801				<b>LAKE HERMITAGE MARSH CREATION</b> STATE PROJECT NUMBER: BA-42 FEDERAL PROJECT NUMBER:		<b>MISSISSIPPI RIVER SECTIONS</b> DATE: SEPTEMBER 2011	
								SHEET 28 OF 28			