

BID DOCUMENTS  
FOR  
**EAST MUD LAKE HYDROLOGIC  
RESTORATION PROJECT (CS-20)**  
**FINAL MAINTENANCE**  
CAMERON PARISH, LOUISIANA



STATE OF LOUISIANA  
COASTAL PROTECTION AND RESTORATION AUTHORITY

March 16, 2018

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## ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Coastal Protection and Restoration Authority, 150 Terrace Avenue, 4<sup>th</sup> Floor Conference Center, Baton Rouge, Louisiana 70802 until **2:00 P.M., Thursday, June 21, 2018.**

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

FOR: **East Mud Lake Hydrologic Restoration – Final Maintenance  
Cameron Parish, Louisiana**

PROJECT NUMBER: **CS-0020**

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

COASTAL PROTECTION AND RESTORATION AUTHORITY (CPRA)  
150 Terrace Avenue  
Baton Rouge, LA 70802  
Attn: Allison Richard  
E-mail: [cpra.bidding@la.gov](mailto:cpra.bidding@la.gov) Phone: (225) 342-5453 Fax: (225) 800-5599

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

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

**A MANDATORY PRE-BID CONFERENCE AND JOBSITE VISIT WILL BE HELD**  
at **10:00 AM on Wednesday, June 6, 2018 at 2910 Gulf Beach Highway, Holly Beach (exactly one (1) mile West of Holly Beach)**

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

Contact Stan Aucoin at (337) 255-0499 if directions are needed to the Mandatory Pre-Bid Conference and Jobsite Visit.

The jobsite visit is mandatory. Bidders are advised that they will be required to state on the bid form that they have personally inspected and are familiar with the project site. The jobsite visit being conducted by CPRA will facilitate access to project features that are located on private property. Outside of the recommended site visit, the Contractor may not have access to the features located on private property. The jobsite visit will be accessible by surface drive or small outboard boats only. Contractors shall be responsible for providing their own boat and any rental and boat launching fees.

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

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

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

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

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

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

# INSTRUCTIONS TO BIDDERS

## COMPLETION TIME:

The Bidder shall agree to fully complete the contract within **One Hundred Twenty (120)** consecutive calendar days for the Base Bid, subject to such extensions as may be granted under Section GP-44 of the General Provisions and acknowledges that this construction time will start on or before the date specified in the written "Notice to Proceed" from the Owner.

## LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of **Two Thousand Five Hundred Fifty Dollars (\$2,550.00)** for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the contract completion date stated on the "Notice to Proceed" or as amended by change order.

## ARTICLE 1

### DEFINITIONS

#### 1.1 The Bid Documents include the following:

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

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

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

prior approvals.

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

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

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

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

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

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

## ARTICLE 2

### PRE-BID CONFERENCE

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

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

### **ARTICLE 3**

#### **BIDDER'S REPRESENTATION**

3.1 Each Bidder by making his bid represents that:

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

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

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

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

3.1.5 He is familiar with the Code of Governmental Ethics requirement that prohibits public servants and/or their immediate family members from bidding on or entering into contracts; he is aware that the Designer and its principal owners are considered Public Servants under the Code of Governmental Ethics for the limited purposes and scope of the Design Contract with the State on this Project (see Ethics Board Advisory Opinion, No. 2009-378 and 2010-128); and neither he nor any

principal of the Bidder with a controlling interest therein has an immediate family relationship with the Designer or any principal within the Designer's firm. (see La. R.S. 42:1113). Any Bidder submitting a bid in violation of this clause shall be disqualified and any contract entered into in violation of this clause shall be null and void.

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

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

### **ARTICLE 4**

#### **BID DOCUMENTS**

4.1 Copies

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

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

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

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

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

other use.

#### 4.2 Interpretation or Correction of Bid Documents

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

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

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

#### 4.3 Substitutions

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

4.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Engineer at least seven (7) working days prior to the opening of bids. (RS38:2295C) Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the proposer to include in his proposal all changes required of the Bid Documents if the proposed product is used. Prior approval is given contingent upon supplier being responsible for any costs which

may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

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

#### 4.4 Addenda

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

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

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

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

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

## ARTICLE 5

### BID PROCEDURE

#### 5.1 Form and Style of Bids

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

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

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

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

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

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

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

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

5.1.9 The bid shall include the legal name of Bidder. Written evidence of the authority of the person signing the bid shall be submitted at the time of bidding.

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

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

(b) Signature on bid is that of authorized

representative as documented by the legal entity certifying the authority of the person.

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

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

## 5.2 Bid Security

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

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

Bid security furnished by the Contractor shall guarantee that the Contractor will, if awarded the

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

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

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

### 5.3 Submission of Bids

5.3.1 The Bid shall be sealed in an opaque envelope. The bid envelope shall be identified on the outside with the name of the project, and the name, address, and license number of the Bidder. The envelope shall contain **only one bid form** and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to the Coastal Protection and Restoration Authority at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid.

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

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

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

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

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

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

### 5.4 Modification or Withdrawal of Bid

5.4.1 A bid may not be modified, withdrawn or canceled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 38:2214 which states, in part, "Bids containing patently obvious mechanical, clerical or mathematical errors may be withdrawn by the Contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty eight hours of the Bid Opening excluding Saturdays, Sundays and legal holidays".

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

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

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

## ARTICLE 6

## CONSIDERATION OF BIDS

### 6.1 Opening of Bids

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

### 6.2 Rejection of Bids

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

### 6.3 Acceptance of Bid

6.3.2 It is the intent of the Owner, if he accepts any alternates, to accept them in the order in which they are listed in the Bid Form. Determination of the Low Bidder shall be on the basis of the sum of the base bid and the alternates accepted. However, the Owner shall reserve the right to accept alternates in any order which does not affect determination of the Low Bidder.

## ARTICLE 7

### POST-BID INFORMATION

#### 7.1 Submissions

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

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

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

Subcontractors and/or material suppliers.

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

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

In accordance with La. R.S. 38:2227, LA. R.S. 38:2212.10 and LA. R.S. 23:1726(B) the low bidder on this project must submit the completed Attestations Affidavit (Past Criminal Convictions of Bidders, Verification of Employees and Certification Regarding Unpaid Workers Compensation Insurance) form found within this bid package. The Attestations Affidavit form shall be submitted to Coastal Protection and Restoration Authority contact person listed in the Advertisement For Bids within 10 days after the opening of bids.

## ARTICLE 8

### PERFORMANCE AND PAYMENT BOND

#### 8.1 Bond Required

8.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not

exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of the Coastal Protection and Restoration Authority.

## 8.2 Time of Delivery and Form of Bond

8.2.1 The Bidder shall deliver the required bond to the Owner simultaneous with the execution of the Contract.

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

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

## **ARTICLE 9**

### **FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

#### 9.1 Form to be Used

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

#### 9.2 Award

9.2.1 Before award of the Contract, the successful Bidder shall furnish to the Owner a copy

of a Disclosure of Ownership Affidavit stamped by the Secretary of State, a certified copy of the minutes of the corporation or partnership meeting which authorized the party executing the bid to sign on behalf of the Contractor.

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

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

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

**BID FOR:** East Mud Lake Hydrologic Restoration  
Final Maintenance  
Cameron Parish, Louisiana  
CS-20  
*(Owner to provide name of project and other identifying information)*

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Lonnie G. Harper & Associates, Inc and dated: March 16, 2018  
*(Owner to provide name of entity preparing bidding documents.)*

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

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

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

**Alternate No. 1** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:  
NOT APPLICABLE Dollars (\$ NOT APPLICABLE )

**Alternate No. 2** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:  
NOT APPLICABLE Dollars (\$ NOT APPLICABLE )

**Alternate No. 3** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:  
NOT APPLICABLE Dollars (\$ NOT APPLICABLE )

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

**ADDRESS OF BIDDER:** \_\_\_\_\_  
\_\_\_\_\_

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

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** \_\_\_\_\_

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

## **THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:**

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

\*\* **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

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

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM

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

**BID FOR:** East Mud Lake Hydrologic Restoration  
Final Maintenance  
Cameron Parish, Louisiana  
CS-20  
*(Owner to provide name of project and other identifying information)*

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

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>MOBILIZATION AND DEMOBILIZATION (TS-101)</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
1	1	LUMP SUM		
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>TEMPORARY SIGN AND BARRICADES (TS-103)</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
2	1	LUMP SUM		
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>STRUCTURE 13 MAINTENANCE (TS-110)</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
3	1	LUMP SUM		
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>STRUCTURE 4 - RIPRAP (55# CLASS) (TS-109)</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
4	140	TON		
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>STRUCTURE 4 - MECHANICAL DREDGING/LEVEE RECAP (TS-111)</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
5	1	LUMP SUM		
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>STRUCTURE 4 - TIMBER MARINE BARRIER REPAIR (TS-110)</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
6	1	LUMP SUM		
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>STRUCTURE 17 - DEMOLITION AND REMOVAL OF EXISTING STRUCTURE (TS-112)</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
7	1	LUMP SUM		
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>STRUCTURE 17 - PROVIDE AND INSTALL NEW STRUCTURE (TS-106, TS-107, &amp; TS-110)</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
8	60	LINEAR FOOT		

**Wording for "DESCRIPTION" is to be provided by the Owner.**

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

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM

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

**BID FOR:** East Mud Lake Hydrologic Restoration  
Final Maintenance  
Cameron Parish, Louisiana  
CS-20  
*(Owner to provide name of project and other identifying information)*

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

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>STRUCTURE 17 - RIPRAP (55#CLASS) (TS-109)</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
9	55	TON		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>STRUCTURE 17 - GEOTEXTILE REINFORCEMENT (TS-108)</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
10	50	SQUARE YARDS		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>N/A</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
N/A	N/A	N/A	N/A	N/A

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>N/A</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
N/A	N/A	N/A	N/A	N/A

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>N/A</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
N/A	N/A	N/A	N/A	N/A

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>N/A</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
N/A	N/A	N/A	N/A	N/A

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>N/A</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
N/A	N/A	N/A	N/A	N/A

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>N/A</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
N/A	N/A	N/A	N/A	N/A

**Wording for "DESCRIPTION" is to be provided by the Owner.**  
**All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.**

# BID BOND

## FOR COASTAL PROTECTION AND RESTORATION AUTHORITY PROJECTS

Date: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

\_\_\_\_\_  
PRINCIPAL (BIDDER)

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_  
AUTHORIZED OFFICER-OWNER-PARTNER

BY: \_\_\_\_\_  
AGENT OR ATTORNEY-IN-FACT(SEAL)

**Name of Project**

**Project No.**

**STATE OF LOUISIANA**

**PARISH OF CAMERON**

**ATTESTATIONS AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

**Name of Project**

**Project No.**

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

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

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

\_\_\_\_\_  
**NAME OF AUTHORIZED SIGNATORY OF BIDDER**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**TITLE OF AUTHORIZED SIGNATORY OF BIDDER**

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

**Sworn to and subscribed** before me by Affiant on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_  
Notary Public

## FOR INFORMATION ONLY

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

### CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND

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

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

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

Project No. \_\_\_\_\_  
State ID No. \_\_\_\_\_ Site Code \_\_\_\_\_

in strict accordance with Contract Documents prepared by Owner.

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

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

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

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

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

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

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

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

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

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in eight (8) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

**WITNESSES:**

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

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

BY: \_\_\_\_\_  
Michael Ellis, Executive Director

BY: \_\_\_\_\_

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_  
ATTORNEY IN FACT

\_\_\_\_\_

ADDRESS

TELEPHONE NUMBER

STATE OF LOUISIANA  
PARISH OF CAMERON

PROJECT NO. CS-20

NAME: EAST MUD LAKE HYDROLOGIC RESTORATION PROJECT - FINAL MAINTENANCE

LOCATION: CAMERON PARISH, LOUISIANA

### A F F I D A V I T

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

#### PART I.

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

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

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

#### PART II.

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

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

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

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

AFFIANT

---

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

---

NOTARY

**PART I      GENERAL PROVISIONS**

GP-1    DEFINITION OF TERMS

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

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

- a.    Acceptance: A written approval from the Engineer which certifies that specific items of work in the Contract have been completed and/or obligations have been fulfilled by the Contractor.
- b.    Addenda: Those written or graphic documents which are issued prior to opening of Bids in accordance with the Bidding Requirements and clarify or change the bidding requirements or the proposed Contract Documents.
- c.    Application of Payment: That form which is used by the Contractor to request partial and final payment and is deemed acceptable to the Owner. It shall be accompanied by any supporting documentation required by the Contract Documents.
- d.    A.S.T.M.: American Society for Testing and Materials.
- e.    Bid: An offer or proposal submitted on the prescribed form setting forth the prices for the Work.
- f.    Bidder: The person, association of persons, firm, or corporation submitting a proposal for the Work.
- g.    Bidding Requirements: The Advertisement for Bids, Instructions to Bidders, Form of Bid Security, if any, and Bid Form with any supplements.
- h.    Change Order: A written order which is submitted to the Contractor, signed by the Owner, and authorizes an addition, deletion, or revision in the Work, or an adjustment in the contract price or the contract time issued after the effective date of the Contract.
- i.    Claim: A written demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both or other relief with respect to the terms of the Contract.
- j.    Contract: The written agreement between the Owner and the Contractor which defines the work to be completed and shall be understood to also include all Contract Documents.

- k. Contract Documents: The Contract, all addenda which pertains to the Contract Documents, Bid Documents and specified Attachments accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award, Contractor's Bid when attached as an exhibit to the Agreement, the Bonds (Bid and Performance/Payment), General Provisions, Special Provisions, Technical Specifications, Plans, and all Field or Change Orders issued after the execution of the Agreement. Shop Drawings and other submittals by the Contractor are not Contract Documents.
- l. Contract Price: The moneys payable by the Owner to the Contractor for the Work in accordance with the Contract Documents as stated in the Contract.
- m. Contract Time: The number of calendar days specified in the Contract for completion of the Work, together with any extensions authorized through change orders.
- n. Contractor: The person, association of persons, firm, or corporation entering into the duly awarded Contract.
- o. Contracting Agency: The State of Louisiana, Coastal Protection and Restoration Authority (CPRA).
- p. Day: When any period of time is referred to in the Contract Documents using days, it will be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday, or a legal holiday, that day will be omitted from the computation. A calendar day is measured as twenty-four (24) hour period starting at midnight and ending the following midnight.
- q. Design Report: A written report by the Engineer which provides the design methodology for the Work.
- r. Effective Date of the Contract: The date indicated in the Contract on which it becomes effective.
- s. Engineer: The State of Louisiana, Coastal Protection and Restoration Authority, or its designee.
- t. Equipment: All machinery, implements, and power-tools, in conjunction with the necessary supplies for the operation, upkeep, maintenance, and all other tools and apparatuses necessary for the proper construction and acceptable completion of the Work.
- u. Extension of Contract: Any extension of time for completion of Work beyond the Contract Time which is granted by the Owner, recommended by the Engineer and approved by the Coastal Protection and Restoration Authority in the form of a Change Order.
- v. Federal Sponsor: The federal agency which has been tasked, if applicable, to manage the implementation of the project.
- w. Field Order: A written order issued by the Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.

- x. Laboratory: The firm, company, or corporation which is used to test materials and is approved for use by the Engineer.
- y. Laws and Regulations; Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- z. Materials: Any substance used in the Work to build structures, but does not include material used in false work or other temporary structures not incorporated in the Work.
- aa. Milestone: A principal event specified in the Contract Documents relating to an intermediated completion date or time prior to the Contract Times.
- bb. Notice of Award: A written notice to the successful Bidder stating that the Bid has been accepted by the Owner and that the successful Bidder is required to execute the Contract and furnish the Payment and Performance Bond and Non-Collusion Affidavit.
- cc. Notice to Proceed: The written notice to the Contractor by the Owner which provides the starting date for the Contract Time.
- dd. Owner: The Owner is the State of Louisiana (State) which acts through the Contracting Agency.
- ee. Performance and Payment Bond: The approved form of security furnished by the Contractor and Surety for the faithful performance of the Work, and the payment for all labor, materials, and/or obligations incurred by the Contractor in the prosecution thereof.
- ff. Plans: That part of the Contract Documents prepared or approved by the Engineer which graphically shows the scope, intent, and character of the Work to be completed by the Contractor.
- gg. Project Site: The location where the Work is to be performed as stated in the Contract Documents.
- hh. Resident Project Representative: An authorized representative of the Engineer who is responsible to inspect the Work and materials furnished by the Contractor.
- ii. Right-of-way: That entire area reserved for constructing, maintaining, and protecting the proposed improvement, structures, and appurtenances of the Work.
- jj. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portions of the Work will be judged.
- kk. Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work to be performed.

- ll. Specifications: That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the work to be performed and certain administrative details applicable thereto.
- mm. State: The State of Louisiana.
- nn. Structures: Bridges, plugs, weirs, bulkheads, berms, dams, levees, and other miscellaneous construction encountered during the Work and not otherwise classified herein.
- oo. Subcontractor: Any person, association of persons, firm, or corporation who contracts with the Contractor to perform any part of the project covered by the Contract.
- pp. Submittals: Certificates, samples, shop drawings, and all other project data which are submitted to the Engineer in order to verify that the correct products will be installed on the project.
- qq. Successful Bidder: The lowest responsive and responsible Bidder whom the Owner makes an award.
- rr. Special Provisions: That part of the Contract Documents which amends or supplements these General Provisions.
- ss. Surety: The corporate body, licensed to do business in Louisiana, bound with and for the Contractor's primary liability, and engages to be responsible for payment of all obligations pertaining to acceptable performance of the Work contracted.
- tt. Temporary Structures: Any non-permanent structure required while engaged in the prosecution of the Contract.
- uu. Work: All work specified herein or indicated on the Plans.
- vv. Work Plan: A written plan by the Contractor that details how the Work will be provided including layout drawings, projected schedule (Initial Progress Schedule), and a list of labor hours, materials, and equipment.

## GP-2 BID REQUIREMENTS

The Contract and Bonds which govern the Work shall be performed in accordance with the Plans, Specifications, and the Louisiana Standard Specifications for Roads and Bridges, 2016 edition. The Bidder understands that all quantities for performing the Work have been estimated by the Engineer, and that the Bid shall be the sum of the quantities multiplied by their respective unit rates. The Contract shall be awarded by the Owner through a comparison of all bids. It is the responsibility of each Bidder before submitting a Bid to:

- 2.1. Examine the Bidding Documents including the Plans and Specifications and any Addenda or related data identified in the Bidding Documents;
- 2.2. Visit the Project Site to become familiar with the local conditions if they are believed to affect cost, progress, or the completion of the Work;

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

The submission of a Bid will constitute an incontrovertible representation that the Bidder has complied with every requirement of these Specifications. The Bidder shall comply with all other requirements specified in the Advertisement For Bids and the Instruction To Bidders.

### GP-3 AVAILABILITY OF PLANS AND SPECIFICATIONS

One (1) set of Plans and Specifications shall be furnished to each Bidder. Three (3) sets of the Plans and Specifications shall be furnished to the Contractor upon award of the Contract. Additional sets may be furnished to the Contractor upon request from the Coastal Protection and Restoration Authority, 150 Terrace Avenue, Suite 100, Baton Rouge, Louisiana 70802.

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

Bidders are required to become familiar and remain in compliance with all Federal, State, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which may affect those employed for the execution of the Work or which may affect the conduct of the Work. The Contractor shall indemnify the Owner and its representatives against any claim or liability arising from all violations of any laws, bylaws, ordinances, codes, regulations, orders, or decrees, whether by the Contractor or by the Contractor's employees. The filing of a bid will be presumptive evidence that the Bidder has complied with this requirement. The Owner will not be responsible for any inaccurate interpretations or conclusions drawn by the Contractor from information and documentation provided by the Owner.

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

The obligations imposed by these specifications are in addition to and are not to be construed in any way as a limitation of any rights available to the Engineer or Owner which are

otherwise imposed by any laws or regulations or other provisions within the Contract Documents.

The Contractor shall abide by laws set forth in the Davis-Bacon Act of 1931 which states that all laborers and mechanics employed by recipients, the recipient's contractors, or subcontractors on this project shall be paid wages at rates no less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 United States Code. Additionally, with respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Number 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and The Copeland Act of Title 40 (40 U.S.C. § 3145). Prevailing Wage Determination Schedules, as determined by the United States Department of Labor, are provided in the Appendix. Prevailing Wage Determination Schedules are subject to modification by the United States Department of Labor. The Contractor is responsible for utilizing the most current Prevailing Wage Determination Schedule. These documents can be downloaded from the following link: <http://www.wdol.gov/dba.aspx#3>. Modifications to Prevailing Wage Determination Schedules shall be effective if received (or posted) no less than 10 days prior to bid opening.

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

A Pre-Bid Conference and/or Job Site Visit may be held at the location and on the date provided in the Advertisement For Bids. If the Pre-Bid Conference and/or Job Site Visit is stated in the Advertisement for Bids to be a MANDATORY Pre-Bid Conference and/or MANDATORY Job Site Visit, bids shall be accepted only from those bidders who attend the Pre-Bid Conference and/or Job Site Visit in its entirety. Failure to attend a mandatory Pre-Bid Conference and/or mandatory Job Site Visit in its entirety will result in a null or void Bid.

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

#### GP-6 NOTICE OF AWARD

The Owner, or its designated bidding agent, shall provide written notice to the Successful Bidder stating that the Owner will sign and deliver the Contract upon compliance with the conditions enumerated therein and within the time specified.

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

The Contractor shall start the Work and begin the Contract Time on the dates provided in the

Notice to Proceed. The Work shall be conducted using sufficient labor, materials, and equipment as necessary to ensure completion within the Contract Time. The Contract Time for completion of the Base Bid for the Work is provided in the Instructions To Bidders, unless an extension is granted to the Contract Time as specified in GP-44. If the Bid contains an Alternate Bid(s), and the Alternate Bid(s) is awarded and included in the Contract, the Contract Time associated with the Alternate Bid(s) will be as provided in the Instructions To Bidders.

Unless otherwise noted in the Contract Documents, Contract Time will be on a calendar day basis. Contract Time shall consist of the number of calendar days stated in the Instructions To Bidders and the Contract beginning with the date noted in the written Notice to Proceed, including Saturdays, Sundays, holidays and non-work days.

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

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.

If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in Contract Time due to weather shall not be cause for an increase in the contract sum.

#### GP-8 WORK PLAN

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

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

- e. The delivery method and source(s) of all construction materials (company or producer name, mailing and physical address, phone number, and name of contact person).
- f. The personnel, material, subcontractors, fabricators, suppliers, types of equipment, and equipment staging areas the Contractor proposes to use for construction;
- g. Shop drawings, test results, and sample submittals;
- h. Survey layout and stakeout;
- i. All supplemental items specified in the Special Provisions.

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

#### GP-9 PROGRESS SCHEDULE

The Contractor shall develop a written Progress Schedule which provides for an orderly progression of the Work, submittals, tests, and deliveries in order to complete the Work within the specified Milestones and Contract Time. All of the items listed in the Work Plan shall be integrated into the Progress Schedule. The format of the schedule shall be composed using Microsoft Project®, or any other software deemed acceptable by the Engineer. It shall be updated weekly by the Contractor, at a minimum. The Progress Schedule shall also include, but not be limited to the following:

- a. All of the elements in the Work Plan, including updates;
- b. A work order issued from Louisiana One Call ordering all their subscribers in the project area to mark their utilities;
- c. 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 Progress schedule must reflect the anticipated adverse weather delays described in GP-7 on all weather dependent activities.

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

## GP-10 DAILY PROGRESS REPORTS

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

- a. Date and signature of the author of the report;
- b. Dollar amount of all bid items that are fabricated, installed, backfilled, pumped, constructed, damaged, replaced, etc. The amount of material shall be expressed in the units stated in the bid;
- c. Field notes of all surveys;
- d. Notes on all inspections;
- e. Details of Health and Safety meetings;
- f. A brief description of any Change Orders, Field Orders, Claims, Clarifications, or Amendments;
- g. Condition of all navigation aids (i.e., warning signs, lighted marker buoys) and any repairs performed on them;
- h. Weather conditions (adverse weather day, wind speed and direction, temperature, wave height, precipitation, etc.);
- i. The amount of time lost to severe weather or personnel injury, etc;
- j. Notes regarding compliance with the Progress Schedule;
- k. Visitor log (Instructions for format will be furnished by the Field Engineer).

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

## GP-11 HURRICANE AND SEVERE STORM PLAN

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

- a. What type of actions will be taken before storm strikes at the Project Site. The plan should specify what weather conditions or wave heights will require shutdown of the Work and removal of equipment, personnel, etc.
- b. Notes from continuous monitoring of NOAA marine weather broadcasts and other local commercial weather forecasts.
- c. Equipment list with details on their ability to handle adverse weather and wave conditions.

- d. List of safe harbors or ports and the distance and travel time required to transfer equipment from the Project Site.
- e. Hard copies of any written approvals or operations schedules associated with the use of the safe harbors or ports.
- f. Method of securing equipment at the safe harbors or ports.
- g. List of tug boats and work boats and their respective length, horsepower, etc. which will adequately transfer the equipment to safe harbor or port under adverse weather conditions.
- h. Methods which will be used to secure equipment left onsite during adverse weather conditions.
- i. Evacuation or immediate reaction plans to be taken by personnel for sudden storm occurrences.
- j. Operations procedures which will be used to secure critical dredging equipment such as spuds, swing wires, anchor wires, or tugs during adverse weather conditions.
- k. Communications protocol with local law enforcement and fire and rescue agencies.

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

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

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

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

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

#### GP-13 PROGRESS MEETINGS AND REPORTS

The Engineer shall schedule meetings to review the progress of the Work, coordinate future efforts, discuss compliance with the Progress Schedule and resolve miscellaneous problems. The Engineer or Resident Project Representative, Contractor, and all Subcontractors actively working at the Project Site shall attend each meeting. Representatives of suppliers,

manufacturers, and other Subcontractors may also attend at the discretion of the Contractor. The Contractor shall record the details of each meeting in a Progress Report. The format of this report shall be developed by the Contractor, approved by the Engineer, and included in the Work Plan. The progress meetings and reports shall be scheduled according to the Special Provisions.

#### GP-14 PRE-CONSTRUCTION CONFERENCE

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

#### GP-15 CONTRACT INTENT

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

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

The Engineer will be the designated representative of the Owner, the initial interpreter of the Contract Documents and the judge over acceptability of all the Work. Claims, disputes, and other matters relating to the acceptability of the Work, performance by the Contractor or the interpretation of the requirements of the Contract Documents must be submitted to the Engineer in writing. Upon written request from the Contractor, the Engineer shall issue written clarifications or interpretations which are consistent with the overall intent of the Contract Documents. Such written clarifications and interpretations will be binding on the Owner and the Contractor. Either the Owner or the Contractor may make a Claim if a written clarification or interpretation justifies an adjustment in the Contract Price or Contract Times.

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

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

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

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

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

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

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

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

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

#### GP-19 SUBCONTRACTS

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

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

The Contractor shall provide competent, qualified, and trained personnel to perform the Work. The Contractor shall not employ any person found objectionable by the Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### GP-24 LAND RIGHTS

The Owner has been granted all of the temporary easements, servitudes, and right-of-way agreements from public and private landowners in order to perform the Work. A land rights

memorandum which lists all known responsible contacts and required stipulations is provided in the appendices of the Contract Documents. The Contractor is responsible to notify all of the contacts and abide by stipulations listed in that memorandum.

#### GP-25 UTILITIES

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

The Contractor shall conduct the Work in such a manner as to cooperate and minimize inconveniences with utilities. Prior to commencement of the Work, the Contractor is responsible to notify all of the utilities and abide by stipulations required by the utility company(s). The Contractor shall also call Louisiana One Call at 811 or (800) 272-3020 a minimum of 5 working days prior to construction to locate existing utilities at the Project Site.

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

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

#### GP-26 PERMITS

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

#### GP-27 PROJECT SITE CLEAN-UP

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

#### GP-28 OWNER INSPECTION

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

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

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

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

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

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

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

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

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

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

### GP-32 ENVIRONMENTAL PROTECTION

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

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

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

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

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

### GP-33 SANITARY PROVISION

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

#### GP-34 PAYMENT OF TAXES

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

#### GP-35 RADIO AND TELEPHONES

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

#### GP-36 NAVIGATION

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

- a. The International Navigational Rules Act of 1977 (Public Law 95-75, 91 Stat. 308, or 33 U.S.C. 1601-1608); and
- b. The Inland Navigation Rules Act of 1980 (Public Law 96-591, 94 Stat. 3415, 33 U.S.C. 2001-2038).

These rules can be found on the Internet at:  
<http://www.navcen.uscg.gov/?pageName=navRulesContent>.

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

#### GP-37 OBSTRUCTION TO NAVIGATION

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

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

All marine vessels regulated by the USCG shall have the required USCG documentation that is current before being placed in service. A copy of any USCG Form 835 issued to the vessel in the preceding year shall be made available to the Owner and Engineer and a copy shall be on board the vessel. All officers and crew shall possess valid USCG licenses as required by USCG regulations. These certificates, classifications, and licenses shall be posted in a public area on board each vessel.

All dredges and quarter boats not subject to USCG inspection and certification or not having a current ABS classification shall be inspected in the working mode annually by a marine surveyor accredited by the National Association of Marine Surveyors (NAMS) or the Society of Accredited Marine Surveyors (SAMS) and having at least 5 years' experience in commercial marine plant and equipment. The inspection certificate shall be posted in a public area on board each dredge and/or quarter boat.

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

#### GP-39 RECORD KEEPING

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

#### GP-40 CERTIFICATES OF COMPLIANCE

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

#### GP-41 SUBMITTALS

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

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

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

#### GP-42 CLAIMS FOR EXTRA COST

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

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

#### GP-43 ALTERATION OF THE CONTRACT AND COMPENSATION

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

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

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

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

If the Contractor is prevented from completing the Work according to the Contract Price due to the Owner, the Contractor may be entitled to any reasonable and necessary addition of cost as determined by the Engineer. Neither the Owner nor the Contractor shall be entitled to any

damages arising from events or occurrences which are beyond their control, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, acts of war, and other like matters. The provisions of this section exclude recovery for damages caused by the Contractor and compensation for additional professional services by either party.

#### GP-44 EXTENSION OF CONTRACT TIME

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

#### GP-45 OWNER'S RIGHT TO TERMINATE CONTRACT FOR CAUSE OR CONVENIENCE

##### 45.1 TERMINATION FOR CAUSE

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

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

j. The Work is not performed in an acceptable manner.

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

#### 45.2 TERMINATION FOR CONVENIENCE

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

#### GP-46 TEMPORARY SUSPENSION OF WORK

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

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

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

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

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

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

#### GP-49 BREACH OF CONTRACT

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

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

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

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

To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner, Engineer, and their officers, employees, representatives, and/or agents from all suits, actions, claims, costs, losses, demands, and judgments (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) brought because of injuries or damage sustained by an person or property due to the operations of Contractor; due to negligence in safeguarding the Work, or use of unacceptable materials in constructing the Work.; or any negligent act, omission, or misconduct of the Contractor; or claims or amounts recovered under the Workmen's Compensation Act or other law, ordinance, order, or decree; any money due the Contractor as considered necessary by the Owner for such purpose may be retained for use of the State or in case no money is due, the performance and payment bond may be held until such suits, actions, claims for injuries or damages have been settled and suitable evidence to that effect furnished to the Owner; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that adequate Workman's Compensation, Public Liability, and Property Damage Insurance are in effect.

The indemnification obligations of the Contractor shall not extend to the liability of the Owner, Engineer, and their affiliates arising out of the preparation or approval of the Plans,

Specifications, maps, opinions, reports, surveys, or Change Orders, or for providing directions or instructions which are the primary cause of the injury or damage.

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

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

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

#### GP-53 FINAL INSPECTION AND ACCEPTANCE

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

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

#### GP-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

Notwithstanding any other provision of this Contract and all applicable and necessary time delays under Louisiana law, completion of the Contract requires all of the Work to be complete, inspected by the Engineer, accepted by the Owner as recommended by the Engineer, and after final payment is made. After the Contract is complete, the Contractor will then be released from further obligation except as set forth in the Contract Bond and Contractor's Guarantee.

## GP-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.

- a. The guarantee shall include:
  1. A written warranty by the manufacturer for each piece of installed project equipment or apparatus furnished under the Contract.
  2. Any necessary repair or replacement of the warranted equipment during the guarantee period at no cost to the Owner.
  3. Satisfactory operation of installed equipment including, but not limited to, any mechanical and electrical systems furnished and constructed under the Contract during the guarantee period. The Contractor shall repair all equipment which fails due to defective materials or faulty workmanship during the guarantee period. The Contractor shall also be liable for all other ancillary expenses incurred by the Owner due to the failure.
- b. The guarantee shall exclude defects or damage caused by:
  1. Abuse or improper modification, maintenance, or operation by anyone other than the Contractor; or
  2. Wear and tear under normal usage.
- c. This obligation by the Contractor shall be absolute. The following actions will not constitute acceptance of non-conformance Work or release the Contractor from obligation to furnish the Work in accordance with the Contract Documents:
  1. Observations by the Owner or Engineer; or
  2. Recommendations by the Engineer or payment by the Owner; or
  3. Use of the Work by the Owner; or
  4. Issuance of a notice of acceptance by the Owner pursuant to the provisions of GP-53, or failure to do so; or
  5. Any inspection, test, or approval by others; or
  6. Any correction to non-conforming work by the Owner.

## GP-57 DISPUTE RESOLUTION

The parties shall use their best efforts to resolve all disputes in an amicable fashion. Prior to filing suit by either party with respect to any claims, or disputes arising between the parties,

the disputes shall be submitted first to non-binding mediation. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. If the parties cannot agree to a private mediator, then the mediator shall be selected by the American Arbitration Association, upon the filing of a demand for mediation.

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

#### GP-58 PAYMENT

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

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

A Subcontractor Report (included in the appendices of the Contract Documents) should be submitted by the Contractor with each request for partial payment, to be used for informational purposes only by CPRA.

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

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

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

After the expiration of the forty-five (45) calendar day period, the reserve in excess of a sum sufficient to discharge the claims of materialmen and laborers who have filed their claims,

together with a sum sufficient to defray the cost of such action and to pay attorneys' fees, shall be paid to the Contractor.

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

#### GP-59 PAYMENTS WITHHELD

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

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

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

#### GP-60 LIENS

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

#### GP-61 EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

#### GP-62 ANTI-KICKBACK CLAUSE

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

#### GP-63 SUSPENSION/DEBARMENT

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

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

Contractor shall provide immediate notice to Owner in the event of it or its contractor(s) or any subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the Federal Government or of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Contract.

Upon receipt of notice of suspension, debarment, or declaration that Contractor or its contractor(s) or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the Federal Government or of the State of Louisiana, either prior to or after execution of this Contract, Owner reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Contract pursuant

to the terms of GP-45 OWNER'S RIGHT TO TERMINATE CONTRACT FOR CAUSE OR CONVENIENCE, or take such other action it deems appropriate under this Contract.

**GP-64 LOUISIANA FIRST HIRING ACT**

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

1. The number and types of jobs anticipated for the Work.
2. The skill level of the jobs anticipated for the Work.
3. The wage or salary range for each job anticipated for the Work.
4. Methods, if any, that the Contractor will use to recruit unemployed persons or person employed in low wage jobs to fill job openings for the Work.

**END OF PART I - GENERAL PROVISIONS**

## **PART II SPECIAL PROVISIONS**

### **SP-1 LOCATION OF WORK**

The CS-20 Project is located in Cameron Parish, approximately three miles north of Holly Beach, in, and adjacent to, East Mud Lake and the surrounding watershed. The site is located immediately north of Louisiana Highway 82 and is bordered to the west by Louisiana Highway 27. This project is authorized by the Coastal Wetland Planning, Protection, and Restoration Act (CWPPRA); the Natural Resources Conservation Service (NRCS) serving as the federal sponsor and the Coastal Protection and Restoration Authority of Louisiana (CPRA) as the local sponsor. NRCS and CPRA will review, comment, and provide input into all phases of the project throughout its duration.

### **SP-2 WORK TO BE DONE**

The Contractor shall provide all labor, materials, and equipment necessary to perform the Work outlined herein. The CS-20 Project consists of performing maintenance tasks to three existing water control/salinity control structures located within the East Mud Lake watershed in Lower Cameron Parish. A summary of the maintenance tasks includes, but are not limited to, the following:

Structure 17 (ES17): Existing structure shall be completely demolished and disposed of in accordance with all local, state, and federal regulations. A new, replacement structure shall be constructed approximately 200 feet south of the existing structure as shown on sheet 5 of the project drawings. Structure shall be built using vinyl sheet piles, treated timber piles and lumber; with the platform being constructed of 6061-T6 Grade aluminum members. The aluminum platform shall be shop fabricated and delivered to the project site as one component. No field welding or fabrication shall be permitted, except were specifically required as detailed in the project drawings.

Structure 4 (ES4): The existing structure has experienced a significant amount of erosion since it was originally construction. Maintenance tasks include mechanically dredging spoil from the adjacent canal and recapping the levee over the structure; adding riprap to reinforce the bank line along the structure inlet, and installing some stainless-steel cables within the marine vessel barrier located east of the structure.

Structure 13 (ES13): Fabricate and install new aluminum flap gates (2 required) and lifting mechanism on the existing structure. Flap gates shall be shop fabricated. Contractor shall verify all measurements in the field prior to fabrication to insure proper fit. Also, any missing or damaged hinges in need of repair/replacement to allow for proper operation of the flap gates shall also be included in the work.

- 2.1 The Work shall be performed in accordance with these Specifications and in conformity to lines, grades, and elevations shown on the Plans or as directed by the Engineer. Layouts, shop drawings, and construction sequencing of these items shall be provided in the Work Plan. The major tasks associated with the Work are described as follows:
  - 2.1.1 Survey Control: Horizontal and vertical positions depicted in the Project Drawings are referenced to the North American Datum of 1983 (NAD83) and North American Vertical Datum of 1988 (NAVD 88) Geoid 12A, respectively. All surveys performed by the Contractor shall be referenced to the same datums and tied to the survey control monuments "CS20-SM-04" or "CS20-SM-02." Monument data sheet is provided in Appendix D. Virtual reference systems, such as C4G Gulfnet, shall not be used.

- 2.1.2 Site Access: Floation dredging shall not be permitted to gain access to the project sites. Contractor shall utilize light loaded barges, flexi-floats, or other means of transporting material to the project sites. Amphibious equipment such as marsh machines are allowed. Contractor will be limited to the existing canals and waterways for site access. Equipment will not be allowed to travel down any existing levee.
- 2.1.3 Use of Equipment: The equipment used for the Work shall be operated within the boundaries of the Project Site and away from existing vegetated wetlands, or any other sensitive areas located outside the work limits specified in the environmental permits. All work performed under this Contract shall be completed using amphibious and/or marine based equipment. Any damaged wetlands directly resulting from the Contractor's actions shall be restored to pre-existing conditions at no expense to the Owner.
- 2.1.4 Quality Control, Quality Assurance, and As-Built Drawings: The Contractor shall employ a competent and reliable job site superintendent to oversee the daily construction activities. The Superintendent shall have a minimum of three years' experience as a superintendent, must be familiar with working in the coastal wetland environment, and possess a thorough understanding of Project Features and Contract requirements. The Superintendent shall have a set of Project Drawings and Specifications on-site at all times. During construction, the Superintendent shall maintain current red line drawings depicting the as-built conditions of the project features. Upon completion of the project, the Superintendent's red-line drawings shall be relinquished to the Project Engineer.

SP-3 BID ITEMS AND CONTRACT DATES

3.1 Summary of Bid Items:

BASE BID			
Item No.	Bid Item	Unit	Quantity
1	Mobilization/Demobilization	Lump Sum	1
2	Temporary Sign & Barricades	Lump Sum	1
3	Structure 13 Maintenance	Lump Sum	1
4	Structure 4 - Riprap (55# Class)	Tons	140
5	Structure 4 - Mechanical Dredging/Levee Recap	Lump Sum	1
6	Structure 4 - Timber Marine Barrier Repair	Lump Sum	1
7	Structure 17 - Demolition and Disposal of Existing Structure	Lump Sum	1
8	Structure 17 - Provide and Install New Structure	Linear Foot	60
9	Structure 17 - Riprap (55# Class)	Tons	55
10	Structure 17 - Geotextile Reinforcement	Square Yard	50

3.2 Contract Dates:

<b>Milestone</b>	<b>Location or Recipient</b>	<b>Date Due</b>
Bid Advertisement	Publications	As advertised
Pre-bid Conference and Site Visit	Provided in Notice to Bidders	Provided in Advertisement
Questions on Bid Documents	Deliver to Purchasing	As Stated in the Instructions to Bidders
Effective Date of Agreement	Contractor and Owner	As stated in Contract Between Owner and Contractor
Start of Contract Time	Contractor and Owner	As stated in Notice to Proceed
Work Plan	Submit to Engineer	At least 14 days prior to Pre-Construction Conference
Progress Schedule	Submit to Engineer	At least 14 days prior to starting construction, monthly thereafter
Pre-Construction Conference	Contractor and Engineer	As determined by the Engineer after the Notice to Proceed is issued
Daily Progress Reports	Resident Project Representative	Noon Daily
Progress Meetings and Reports	At Project Site	Bi-weekly or as Determined at Pre-Construction Conference
Red-Line Drawings	Deliver to Engineer	Prior to Final Inspection as scheduled by the Engineer
End of Contract Time	At Project Site	60 days after Notice to Proceed

SP-4 DELIVERABLES

**4.1 Prior to Construction:**

- 4.1.1 The Contractor shall submit the following documents to the Engineer **prior to the Pre-Construction Conference** specified in GP-14:
  - 4.1.1.1 Work Plan as specified in GP-8;
  - 4.1.1.2 Progress Schedule as specified in GP-9;
  - 4.1.1.3 Copy of typical Daily Progress Report as specified in GP-10;
  - 4.1.1.4 Hurricane and Severe Storm Plan as specified in GP-11;
  - 4.1.1.5 Health and Safety Plan as specified in GP-12.
  - 4.1.1.6 Quality Control Plan as specified in TS 104.

4.1.1.7 Barge Displacement Table as specified in SP-10

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 access corridors which may be approved on an as needed basis.

**4.2 During Construction:**

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

4.2.2 The results of all surveys and calculations;

4.2.3 Progress Schedule as specified in GP-9;

4.2.4 Daily Progress Report as specified in GP-10;

4.2.5 Copies of all inspection reports;

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

4.2.7 Results of any materials testing.

**4.3 Post Construction:**

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

4.3.2 Copies of all delivery slips, which shall include the source of construction materials, date of delivery, exact quantity, and size of materials delivered with each shipment to the Project Site;

4.3.3 The Contractor shall furnish the Engineer with the red line drawings as specified in GP-54.

**4.4 Administrative Records:**

4.4.1 Relocation of Navigational Aids

Temporary removal of any navigation aids located within or near the areas of work shall be coordinated by the 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 of 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.

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

If during the construction activities the Contractor observes items that may have prehistoric, historical, archaeological, 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 judgement concerning the artifacts of interest.

#### SP-5 ADDRESSES FOR DOCUMENT DELIVERY

Prior to Bid Opening Date, the contractor shall send all bid questions, and/or clarifications concerning the bid specifications to the attention of Allison Richard, of the Coastal Protection and Restoration Authority, for further processing, and response. The address and contact information is as follows:

Coastal Protection and Restoration Authority  
150 Terrace Avenue  
Baton Rouge, LA 70802  
Attn: Allison Richard

Phone: (225) 342-5453  
Fax: (225) 800-5599  
Email: [cpra.bidding@la.gov](mailto:cpra.bidding@la.gov)

After award and execution of the Contract between Owner and Contractor, the contractor shall send all Contract documentation or questions to the following:

Project Engineer  
Chris Wheat, PE  
2746 Hwy 384  
Bell City, Louisiana 70630  
Tel: (337) 905-1079  
Fax: (337) 905-1076  
Email: [chris@harper-group.com](mailto:chris@harper-group.com)

CPR A Project Manager  
Stanley Aucoin  
635 Cajundome Blvd.  
Lafayette, Louisiana 70506  
Tel: (337) 482-0681  
Fax: (337) 482-0685  
Email: [stanley.aucoin@la.gov](mailto:stanley.aucoin@la.gov)

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

#### SP-6 WORK PLAN SUPPLEMENTAL

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

- 6.1 Notice to mariners of the proposed work (**NOT APPLICABLE**);
- 6.2 Proof of Louisiana One Call;

## 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 five hundred fifty dollars (\$2,550) 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 dock, staging area and Project Site for personnel from CPRA and the Federal Sponsor throughout the Work. The schedule and pickup location shall be arranged by 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 a boat for the exclusive use of the Engineer and/or Inspector to tour the Project Site during the Work. The boat shall have the following features:

- 8.1 Capable of maintaining 25 knots (29 mph);
- 8.2 Six (6) passenger capacity;
- 8.3 Operable marine radio;
- 8.4 All safety equipment required by the Coast Guard for the size and type of that boat;
- 8.5 Draft of two feet (2') or less.

The Contractor shall supply the fuel and maintain the boat. All mechanical malfunctions of the 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 boats at the expense of the Contractor. The costs associated with providing the boats shall be included in the lump sum price for Bid Item No. 1, "Mobilization and Demobilization"

## SP-9 LANDOWNER REQUIREMENTS

- 9.1 The Contractor shall add the landowner(s) listed herein 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, judgements, 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.

## LANDOWNER(S)

Apache Louisiana Minerals LLC  
Attn: Tim Allen  
P.O. Box 206  
Houma, Louisiana 70361  
Tel: (985) 879-3528  
[Timothy.allen@apachecorp.com](mailto:Timothy.allen@apachecorp.com)

### SP-10 BARGE DISPLACEMENT TABLE (NOT APPLICABLE)

- 10.1 The Contractor shall develop a barge displacement table for measurement and payment of rock and include it in the Work Plan. The table shall be approved by the Engineer. It shall show the name and/or number, dimensions, name of owner, and name of fabricator for each barge. The Contractor shall furnish a dimensioned drawing or sketch of each barge that is sufficient enough to verify the barge displacement table. The drawings shall show, at a minimum, the length, width, and depth of the barge, and dimensions of rake(s). All new or modified barges shall be field checked for current dimensions by the Contractor in the presence of the Engineer or the Inspector. Each table shall contain the freeboard of the barge in feet and tenths from zero (0) to the full depth of the barge and the corresponding gross displacement to the nearest ton.
- 10.2 Each barge shall be suitably marked with two displacement gauging lines along each side of the barge. Each gauging line shall be painted perpendicular to the edge of the barge and be no less than four (4) inches wide and one (1) foot long on both the deck and side of the barge. Barges with rakes shall have the displacement gauging lines placed at each corner of the box section between the rakes. If a barge has a box end or ends, the gauging lines shall be placed approximately four (4) feet from the box end. The freeboard will be measured at the four (4) gauging locations and the displacement determined by the use of the "CELMV Standard Barge Tables" from the average of these measurements. The displacement shall be determined before and after the barge is unloaded and the difference between these values shall be the quantity delivered.
- 10.3 If the barge tables were originally furnished for fresh water and the barge displacement measurements are being taken in salt water, the Contractor has the option to obtain water samples and determine the densities or unit weights of the water. Water sampling shall be performed concurrently with the measurements of the barges, both when fully loaded and empty. Water samples shall be taken by the Contractor and witnessed by the Engineer, or his representative. The water samples shall be taken in accordance with ASTM D 3370 (practice A-Grade Sample) at depths of four (4) and eight (8) feet in the area where measurements are made using a "Polypro" 2000 ml. water sampler, or approved equal.
- 10.4 Densities shall be tested by a certified testing laboratory according to ASTM D 1429 (Method D-Hydrometer Method). After review and approval of the test results by the Engineer, the average of the densities will be used to adjust the measurements. A unit weight of 62.45 pounds/cubic foot is standard for fresh water. If the Contractor does not obtain water samples and densities, then no adjustments will be applied to the displacement table and rock quantities.

### SP-11 OYSTER LEASE RESTRICTIONS

- 11.1 There are no known existing oyster leases near or within the Project Site; therefore there restrictions are not applicable to this Work.

## SP-12 SPECIAL PERMIT CONDITIONS

### 12.1 RESERVED.

## SP-13 OBSTRUCTION OF CHANNEL

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

## SP-14 OBSTRUCTION OF NAVIGABLE WATERWAYS

### 14.1 The Contractor shall:

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

### 14.2 The Engineer may:

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

## SP-15 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

### 15.1 COMMENCEMENT

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

### 15.2 PROSECUTION

- 15.2.1 The contractor's work shall consist of purchasing, delivery, labor, equipment, and actual placement and installation of all the project features according to the Plans and Specifications.
- 15.2.2 The Engineer shall lay out the centerline and toe of the levee.

- 15.2.3 The Contractor shall lay out his/her work from the Engineer's established baselines and benchmarks, and he/she shall be responsible for all measurements in connection with the layout and control of the work. The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the work.

### 15.3 COMPLETION

- 15.3.1 The Contractor shall complete the work required under the contract, including final cleanup and dressing of all work sites, within the time allowed. The contract time will begin with the date stated on the Notice to Proceed.

### SP-16 PIPELINES

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

### SP-17 RESPONSIBILITIES OF THE CONTRACTOR CONCERNING PIPELINES

- 17.1 Contractor is responsible for any environmental cleanup, repair, mitigation, damages, etc. associated with construction-related damages to wellheads, flow lines, pipelines, or other facilities.
- 17.2 Contractor is responsible for repair or replacement in like manner of any facilities that may be damaged or destroyed during the construction of the structures and/or appurtenances installed as part of the project.
- 17.3 Contractor is also responsible for the loss of income by the owner of any wellhead, flow line, pipeline, or other facility due to construction-related damages to wellheads, flow lines, pipelines, or other facilities.
- 17.4 In some cases, it could be necessary for the pipeline owners to shut down flow lines from active production sites before the contractor can work around such lines, if existing.
- 17.5 The Contractor shall be aware of the potential for such suspensions in construction activities to assure the safety of all concerned parties. As such, the project engineer has the right to place the contractor on suspend order until such shutdowns and depressurizing of lines is accomplished. The contractor shall keep accurate records of such downtime and coordinate all construction activities with pipeline owners to minimize such downtime. The contractor shall immediately inform the project engineer any time that shut downs are perceived to be excessive because of the actions of the pipeline companies.
- 17.6 Except where specifically noted elsewhere, there is to be no excavation or placement of any construction materials within 25 feet of any flow line, 50 feet of any pipeline, or within 50 feet of any wellhead.

### SP-18 RESPONSIBILITIES OF THE CONTRACTOR

- 18.1 The contractor shall be responsible for acquiring additional environmental permits, at no additional costs to the owner, for any work performed outside of the original permit drawings.

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

#### SP-19 BUY AMERICAN ACT REQUIREMENTS

- 19.1 Pursuant to Section 307(b) of the Department of the Interior (DOI) and Related Agencies Appropriations Act, F.Y. 2000, Public Law 106-113, please be advised on the following:
  - 19.1.1 In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in F.Y. 2000 and thereafter, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-Made equipment and products.

#### SP-20 TIDAL FLUCTUATIONS

- 20.1 The contractor is advised that tidal fluctuations in this area will vary due to weather and daily tides. Historical tide data can be obtained from the U.S. Army Corps of Engineers or the U.S. Geological Survey. The contractor is responsible for taking the appropriate measures to ensure that tidal fluctuations do not unduly interfere with the prosecution of the contract.

#### SP-21 INSURANCE AND BONDS

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

until the date of final payment.

## 21.2 Minimum Scope and Limits of Insurance

### 21.2.1 Worker's Compensation:

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

### 21.2.2 Commercial General Liability:

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit per occurrence based on the project value. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

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

#### COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

The required minimum CSL amount of insurance shall be as provided below:

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

### 21.2.3 Automobile & Watercraft Liability Insurance:

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

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

#### 21.2.4 Excess Umbrella:

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

#### 21.2.5 Pollution Liability: *(required when asbestos or other hazardous material abatement is included in the contract)* – NOT APPLICABLE THIS CONTRACT

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

#### 21.2.6 Deductible and Self-Insured Retentions

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

### 21.3 Other Insurance Provisions

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

##### 21.3.1.1 Worker's Compensation and Employers Liability Coverage

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

##### 21.3.1.2 General Liability Coverage

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

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

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

##### 21.3.1.3 All Coverages

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

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

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

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

#### 21.4 Acceptability of Insurers

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

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

#### 21.5 Verification of Coverage

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

The Certificate Holder must be listed as follows:

State of Louisiana

Name of Owner

Owner Address

City, State, Address

Attn: Project # \_\_\_\_\_

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

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

21.5.4 If the Contractor does not meet the insurance requirements at policy renewal, at the option of the Owner, payment to the Contractor may be withheld until the requirements have been met, OR the

Owner may pay the renewal premium and withhold such payment from any monies due the Contractor, OR the contract may be suspended or terminated for cause.

## 21.6 Subcontractors

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

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

## 21.7 Worker's Compensation Indemnity

21.7.1 In the event Contractor is not required to provide or elects not to provide Worker's compensation coverage, the parties hereby agree the Contractor, its Owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Worker's Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its Owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, Owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

## 21.8 Indemnification/Hold Harmless Agreement

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

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

## 21.9 Performance and Payment Bond

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

21.9.1.1 The Contractor shall record, within thirty (30) days, the Contract Between Owner and Contractor and Performance and Payment Bond with the Clerk of Court in the Parish(s) in which

the Work is to be performed.

- 21.9.1.2 The Contractor shall obtain a Certificate of Recordation from the Clerk of Court and forward this Certificate immediately to the Coastal Protection & Restoration Authority contact person listed in the Advertisement for Bids. No request for Payment will be processed until receipt of Certificate of Recordation.

#### SP-22 THREATENED AND ENDANGERED SPECIES

- 22.1 The endangered Kemp's Ridley sea turtle and West Indian Manatee are the only endangered species that may be found with the project area. The Contractor shall review and comply with the restrictions listed below regarding construction activities.
- 22.2 West Indian Manatee: The following precautions will be implemented from May to October, when manatees have the greatest potential for entering the project area;
  - 22.2.1 All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s).
  - 22.2.2 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.
- 22.3 The following special operating conditions shall be implemented upon the sighting of a manatee within one hundred (100) yards of the active work zone;
  - 22.3.1 No operations of moving equipment within fifty (50) feet of a manatee;
  - 22.3.2 All vessels shall operate at a no wake/idle speeds within one hundred (100) yards of the work area; and
  - 22.3.3 Siltation barriers, if used, shall be re-secured and monitored.
- 22.4 Bald Eagles: Construction activities will ensure that bald eagle nest trees are not adversely affected, including their root systems through soil compaction disturbance.

#### SP-23 INCREASE OR DECREASE OF CONTRACT QUANTITIES

- 23.1 Where the quantity of Work with respect to any item is covered by a unit price, such quantities are estimated quantities to be used when comparing bids and the right is reserved by the Owner to increase/decrease such quantities as may be necessary to complete the Work and/or remain within the funding limits. In the event of material underruns/overruns, the unit costs will be used to determine payment to the Contractor as long as the underrun/overrun remains within 25% of the original contract quantity.

#### SP-24 EMPLOYEE WHISTLEBLOWER PROTECTION

- 24.1 This Contract and employees on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protection established at 41 U.S.C. 4712 by Section 828 on the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and

Federal Acquisition Regulation (F.A.R.) 3.908.

- 24.2 The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the F.A.R.
- 24.3 The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold.

**END PART II – SPECIAL PROVISIONS**

## **PART III TECHNICAL SPECIFICATIONS**

### TS – 101 MOBILIZATION AND DEMOBILIZATION

#### 101.1 Scope

This section of work shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, field offices, signs and barricades, sanitary facilities, tools, plant, equipment, project signs and other miscellaneous items required prior to beginning work on the various construction contracts on the project, as well as removing them from the site after construction is complete.

The contract bid price for this work is limited to an amount, which shall not exceed ten (10) percent of the contractor's base bid, including this item. The mobilization cost for add alternate items shall be included in each respective item; no separate payment for mobilization will be made for add-alternate items.

#### 101.2 Arbitrary Mobilization by Contractor

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

#### 101.3 Ratio of Mobilization and Demobilization Effort

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

#### 101.4 Justification of Mobilization Costs

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

#### 101.5 Measurement and Payment

All costs associated with mobilization and demobilization as specified in the Contract Documents shall be paid for at the contract lump sum price for Bid Item 1, "Mobilization and Demobilization" of the Louisiana Uniform Public Work Bid Form.

## TS – 102 APPLICABLE STANDARDS

### 102.1 Description

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

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

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

### 102.2 Quality Assurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEC-National Electric Code (see NFPA)

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

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

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

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

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

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

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

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

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

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

Southern Building Code, Latest Edition.

### 102.3 Payment

There shall be no direct payment for Applicable Standards.

## TS – 103 TEMPORARY SIGNS AND BARRICADES

### 103.1 Scope

This item consists of furnishing, installing, maintaining, and removing all temporary construction signs, warning signs, barricades; providing watchmen, traffic control, and complying with all other requirements regarding the protection of work and warning personnel and the public of job site hazards.

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

### 103.2 Operation and Maintenance

The Contractor shall operate and maintain all temporary signs and barricades throughout the project until the Work is completed in its entirety. Should signs and/or barricades become damaged or function improperly, the Contractor shall repair/replace them within 24 hours.

### 103.3 Removal

Upon completion of the project and acceptance by the Engineer, the Contractor shall remove all temporary sign and barricades from the project area.

### 103.4 Measurement and Payment

All costs associated with Temporary Signs and Barricades shall be paid for at the contract lump sum price for Bid Item 2, "Temporary Signs and Barricades" of the Louisiana Uniform Public Work Bid Form.

## TS – 104 QUALITY CONTROL

### 104.1 Scope

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

### 104.2 Equipment and Materials

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

### 104.3 Quality Control System

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

### 104.4 Quality Control Personnel

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

testing laboratories shall be certified or inspected by a nationally recognized entity. The Contractor shall submit to the Owner, for approval, the names, qualifications, authorities, certifications, and availability of the competent personnel who will perform the quality control activities.

104.4.1 Method I (**NOT APPLICABLE**)

104.4.2 Method 2

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

104.5 Records

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

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

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

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

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

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

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

104.6 Reporting Results

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

104.7 Access

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

104.8 Payment

There shall be no direct payment for Quality Control.

## TS – 105 POLLUTION CONTROL

### 105.1 Construction Specification

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

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

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

The contractor shall prepare and implement a SWPPP (Storm Water Pollution Prevention Plan) prior to the commencement of construction activities. Notice of Intent and Notice of Termination shall be submitted by the contractor to the State of Louisiana, Department of Environmental Quality (DEQ) prior to the commencement of construction and after completion of the project.

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

### 105.2 Erosion and Sediment Control Measures and Works

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

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

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

### 105.3 Chemical Pollution

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

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

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

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

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

#### 105.4 Air Pollution

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

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

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

#### 105.5 Payment

There shall be no direct payment for Pollution Control.

## TS – 106 VINYL SHEET PILES

### 106.1 Scope

This specification governs all materials and labor required to furnish and install the vinyl sheet pile wall system in accordance with the project plans and these specifications.

### 106.2 References

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

#### AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D638 Tensile Strength

ASTM D790 Flexural Strength

ASTM D790 Modulus of Elasticity

ASTM D256 Notched Izod Impact

ASTM D648 Heat Deflection Temperature

### 106.3 Submittals

The following shall be submitted prior to the commencement of construction:

#### Shop Drawings:

Vinyl Sheet Piling: Detail drawings for sheet piling, including fabricated sections and accessory pieces, shall show complete piling dimensions and details, driving sequence, and location of installed piling. Detail drawings shall include dimensions of templates and other temporary guide structures for installing piling. Detail drawings shall provide the method of handling piling to prevent permanent deflection, distortion or damage to piling interlocks.

Product Data: Pile Driving Equipment; Complete descriptions of sheet and batter pile driving equipment including hammers, protection caps, and other installation appurtenances shall be submitted for approval prior to commencement of work.

Test Reports: Material Test Reports; Certified material test reports showing that sheet piling and appurtenant materials meet the specified requirements shall be submitted for each shipment and identified with specific lots prior to installing materials. Material test reports shall meet the requirements of the governing ASTM Standards.

The following shall be submitted during construction:

Driving Records: Records of the sheet and pile driving operations shall be submitted after driving is completed. These records shall provide a system of identification which shows the disposition of approved piling, driving equipment performance data, piling penetration rate data, piling dimensions, and top and bottom elevations of installed piling.

#### 106.4 Delivery, Storage and Handling

Materials delivered to the site shall be new, undamaged, and be accompanied by certified test reports. The manufacturer's logo and mill identification mark shall be provided on the sheet and as required by the referenced specifications. Sheet piles shall be stored and handled in the manner recommended by the manufacturer to prevent permanent deflection, distortion or damage to the interlocks. Storage of sheet piles should also facilitate required inspection activities.

#### PRODUCTS

#### 106.5 Vinyl Sheet Piling

Vinyl sheet piling shall TW90 section as manufactured by Tidewall, or approved equal, and shall have the following minimum physical properties.

- Section Modulus 33.5 in<sup>3</sup>/ft
- Ultimate Moment Capacity 18,492 ft-lb/ft
- Allowable Moment Capacity 9,246 ft-lb/ft
- Tensile Strength 6,500 lbs/in<sup>2</sup>
- Flexural Strength 11,140 psi
- Modulus of Elasticity 380,000 psi
- Heat Deflection Temperature 158°F
- UV Resistant
- Color: light Gray

The interlocks of sheet piling shall be free-sliding, provide a swing angle suitable for the intended installation, and maintain continuous interlocking when installed. Sheet piling shall be full-length sections having the dimensions shown on the project drawings.

Products to be considered as “approved equals” must be submitted to the Engineer for review prior to bidding. Approved products will be supplied to bidders in the form of an addendum. Items that are not approved prior to bidding, shall not be accepted.

#### 106.6 Vinyl Sheet Pile Wall Accessories

Pile caps and other accessory items shall be made of like material as the sheet pile wall where practical. Pile caps shall be sized according to the sheet section selected to insure proper fit.

#### 106.7 Hardware

Hardware used to connect timber members to vinyl sheet piles shall conform to the requirements of ASTM Standard A 325. Zinc coating shall conform to the requirements of ASTM Standard A 153. Nuts and bolts shall have compatible threads to ensure they can be properly tightened.

Hardware used to connect aluminum pile caps to the timber piles shall be stainless steel grade 316 and conforming to ASTM A 320.

The warning sign shall be fabricated using 3/32” thick aluminum conforming to ASTM B 209. The 2” wide border shall be an orange Type I reflective sheeting with a Class 1 or Class 2 adhesive in accordance with ASTM D 4956. The lettering field measuring 44” x 44” will be retro-reflective material or white color. All lettering for the warning sign shall be black in color. All

mounting hardware shall be stainless steel grade 316. All pipe material used for sign frame shall be type 6061-T6 aluminum.

#### 106.8 Tests, Inspection, and Verifications

Requirements for material tests, workmanship and other measures for quality assurance shall be as specified.

Materials Tests: Sheet piling and appurtenant materials shall be tested and certified by the manufacturer to meet the specified chemical, mechanical and section property requirements prior to delivery to the site.

### EXECUTION

#### 106.9 Installation

Pile Driving Equipment: Pile driving equipment shall conform to the manufacturer's recommendations.

#### 106.10 Placing and Driving

Pile Driving Equipment: Pile driving equipment shall conform to the following requirements.

Placing: Pilings shall be carefully located in accordance with the project plans. Pilings shall be placed plumb with out-of-plumbness not exceeding 2 inches per length of pile being installed and true to line. Temporary wales, templates, or guide structures shall be provided to ensure that the pilings are placed and driven to the correct alignment. At least two templates shall be used in placing each piling and the maximum spacing of templates shall not exceed 20 feet. Pilings properly placed and driven shall be interlocked throughout their length with adjacent pilings to form a continuous diaphragm throughout the length or run of piling wall.

Driving: Prior to driving pilings in water, a horizontal line shall be painted on both sides of each piling at a fixed distance from the bottom so that it shall be visible above the water line after installation. This line shall indicate the profile of the bottom elevation of installed pilings. Pilings shall be driven with the proper size hammer and by approved methods to ensure no damage to the piles and proper interlocking throughout their lengths. Driving hammers shall be maintained in proper alignment during driving operations by the use of leads or guides attached to the hammer. The use of unrestrained leads will not be permitted. Caution shall be taken in the sustained use of vibratory hammers when a hard driving condition is encountered to avoid interlock-melt or damages. The use of vibratory hammers should be discontinued and impact hammers employed when the penetration rate due to vibratory loading is one foot or less per minute. A protecting cap shall be employed during driving when using impact hammers to prevent damage to the tops of pilings. Pilings damaged during driving or driven out of interlock shall be removed and replaced at the Contractor's expense.

Adequate precautions shall be taken to ensure that pilings are driven plumb. If the forward or leading edge of the piling wall is found to be out-of-plumb, the contractor will be required to remove the defective pilings and replace the defective pilings at his own expense.

If obstructions restrict driving a piling to the specified penetration, the contractor shall notify the

Engineer immediately.

Damaged piling or piling driven below cut off elevation: Pilings driven below the specified cut off elevation or damaged during installation shall be removed and replaced by the contractor at no additional expense to the owner.

Inspection of Driven Piling: The Contractor shall inspect the interlocked joints of driven pilings extending above ground. Pilings found to be out of interlock shall be removed and replaced at the Contractor's expense. The Contractor shall use divers to inspect underwater interlocked joints of sheet piling. Owner divers may also inspect the interlocked joints.

#### 106.11 Quantities

##### Vinyl Sheet Piling

Payment: Payment for vinyl sheet piling wall quantities will be made at the applicable linear foot contract price for furnished and installed sheet piling, wale beams, pile caps, and incidental components. Payment shall cover all cost of furnishing, handling, storing and installing piling including placing, driving, cutting holes and other materials, and work incidental thereto.

Measurement: Quantities shall be based on the dimensions depicted in the project drawings.

Unit of Measure: Sheet pile wall shall be measured to the nearest foot.

#### 106.12 Payment

Payment will be made at the contract unit price for the vinyl sheet pile wall under Bid Item 8, "Structure 17 - Provide and Install New Structure" of the Louisiana Uniform Public Work Bid Form.

## TS – 107 TREATED TIMBER PILES AND LUMBER

### 107.1 Scope

This specification governs all materials and labor required to furnish and install the treated timber piles and treated lumber in accordance with the project plans and these specifications.

### 107.2 Materials

The piles shall be of Southern Yellow Pine and shall meet the requirements of A.S.T.M. Designation: D25, "Round Timber Piles". Minimal butt diameter shall be 12 inches for all piles, and minimal tip diameter shall be 7 inches.

### 107.3 Treatment

All timber, lumber and piling, excluding timber decking on walkways, shall be pressure treated with Chromated Copper Arsenate (CCA) in accordance with APWA standards for marine treatment. This material shall receive and retain, unless injected to refusal, 2.5 lbs of CCA per cubic foot of timber. All timber decking on walkways shall receive and retain, unless the solution has been injected to refusal, 0.80 lbs of CCA per cubic foot as specified by the APWA.

All materials shall be treated according to current AWPA Standard Specifications for Preservative Treatment by Pressure Processes, modified as follows:

Timber and Lumber..... C1 and C2

Piles..... C1 and C3

### 107.4 Handling

Treated piles/lumber shall be handled with rope slings, taking care to avoid dropping, bruising or breaking outer fibers, or penetrating the surface with tools. Sharp pointed tools shall not be used in handling treated piles or turning them in the leads.

The surface of treated piles below cut-off elevation shall not be disturbed by boring holes or driving nails or spikes into them to support temporary materials or staging. Staging may be supported by rope slings carried over the tops of piles or attached to pile clamps of approved design.

### 107.5 Selection and Preparation of Piles

**SIZE:** The piles shall be selected for uniformity of size. Minimum butt diameters shall be 12 inches for all piles 30 feet long and longer.

**POINTING:** The pile points shall be at approximately 9 inches in diameter.

**PILE SHOES:** Pile shoes are not required.

**COLLARS:** Where the heads of the piles tend to crack or split under the hammer, the heads shall be wrapped with wire, or metal bands attached to obviate this condition.

**DRIVING CAP:** The heads of all piles shall be protected, while being driven, with a cushion cap of approved design. Care shall be exercised to insure full bearing of the driving cap on the pile for proper distribution of the hammer blow.

#### 107.6 Types of Hammers

Pile driving shall not be started until approval is secured from the engineer as to the type and weight of the hammer to be used.

Piles shall be driven with the heaviest hammer that can be used to secure maximum penetration without appreciable damage to a pile.

Where a drop hammer is used, the striking ram shall weigh not less than 3,000 pounds. The fall shall be so regulated as to avoid injury to the pile.

A single-acting diesel hammer may be used in lieu of a drop hammer. The rated energy of the diesel hammer shall be limited to approximately 15,000 foot-pounds to the blow.

#### 107.7 Driving

**LEADS:** Pile driver leads shall be constructed in such manner as to afford freedom of movement of the hammer; they shall be held in position by guys or stiff braces to insure support for the pile during driving. Swinging leads will not be permitted.

**FOLLOWERS:** The use of followers shall be avoided if practicable and shall be used with the written permission of the engineer.

**LINE:** Piles shall be driven as accurately as possible in the correct location, true to line both laterally and longitudinally. On sloping ground or under difficult conditions of driving, the pile shall be started in a hole, guiding template or other necessary means provided to insure driving in the proper location. In case a pile works out of line in driving. It shall be properly aligned before it is cut off, and the distance that it may be pulled shall be determined by the engineer. A location tolerance of plus or minus two inches will be allowed for round piles.

**PENETRATION:** It is expected that piles shall be driven to the full penetration indicated on the plans.

**OVERDRIVING:** Care shall be exercised not to drive the pile beyond the depth of penetration required. If the piles show increased resistance to driving, the contractor shall guard against injury to the pile. If the resistance is such that 25 to 30 blows per foot penetration are required for driving with a Vulcan No. 1 hammer, or its equivalent, the driving should cease.

**GENERAL:** No piles shall be driven within 100 feet of concrete less than 7 days old unless authorized by the engineer. It is preferable that timber piles be driven prior to the placing of any poured-in-place concrete.

**JETTING:** Jetting may be performed with written permission of the engineer. Where jetting is used, the hammer shall be used in conjunction therewith and the final two (2) feet of penetration shall be obtained without the aid of the jet.

**OBSTRUCTIONS:** Should obstructions be encountered during the pile driving operations

which prohibit the driving of the piling to proper grade or which in any way impair the usefulness of piling in the opinion of the engineer, driving shall cease. The contractor will be required to remove the piling and construct a pilot hole of approximately six (6) inches in diameter through the obstruction but not deeper than two feet above the final tip elevation of the piling. Should an obstruction be encountered in the final two feet of driving, driving shall stop and no pilot hole will be required.

#### 107.8 Replacing

Any pile driven too far out of line, driven below cutoff elevation or so injured in driving or straightening as to impair its structural value as a pile under the conditions of use, shall be pulled and replaced by a new pile at the contractor's expense.

#### 107.9 Cut-off

Cut-off shall be to a true plane as shown on the plans and at the elevation established by the engineer. Piles shall show a solid head at the plane of the cut-off.

After the cut-off has been made, the tops of the piles, above grade, shall be treated in the following manner: They shall be thoroughly brush coated with Karnak No. 83 fibrated damp proofing, then covered with 2 layers of heavy canvas size 14" x 14" saturated with Karnak No. 83 fibrated damp proofing. Then the tops of the piles shall be covered with galvanized sheet metal as shown on drawings. A cut-off tolerance of plus or minus 1/2 inch shall be allowed for round piles.

#### 107.10 General Field Treatment

When it is necessary to disturb the surface of treated piles, or where the surface has been damaged in handling, such surfaces shall be treated with a liberal quantity of Karnak No. 83 fibrated damp proofing. Bolt holes shall also be swabbed with Karnak No. 83 fibrated damp proofing before bolts are installed.

#### 107.11 Payment

There shall be no direct payment for Treated Timber Piles. All costs associated with furnishing and installing treated timber piles shall be included in the contract unit price in which the work is associated, namely Bid Item 8, "Structure 17 - Provide and Install New Structure" of the Louisiana Uniform Public Work Bid Form.

## TS – 108 GEOTEXTILE FILTER CLOTH

### 108.1 Scope

This specification shall consist of furnishing all materials, labor, equipment, supervision, etc., for installation of the geotextile filter cloth.

Plastic filter cloth shall consist of linear polypropylene or polyethylene monofilament yarn woven in sheets of 20 to 30 mils thickness. The lengths and widths of sheets may be varied to suit the manufacturer's standards. Seams meeting strength requirements of the plastic filter cloth will be permitted. Additional yarn or other material or steel wire may be woven into the cloth to increase overall strength.

The plastic filter cloth shall be approved by the engineer, and the same product shall be used throughout the project.

### 108.2 Requirements

Plastic filter cloth shall conform to the following requirements:

Property	Requirements	Test Method
Thickness	20 – 30 mils	
Weight	5 – 10 oz/yd <sup>2</sup>	ASTM D1910
Open Area	20 – 30%	
Equivalent Opening Size (US Sieve)	45 - 35	
Tensile Strength		
Warp	200 lbs/in	ASTM D1682
Fill	200 lbs/in	ASTM D1682
Burst Strength	500 psi	
Abrasion Resistance		
Stoll (2# head, 3 psi air, 0 grit)	9000 cycles to failure	ASTM D1175
Taber (CS-17 abrasive wheels, 1000 grams load per wheel)	4500 cycles to failure	ASTM D1175

Fibers of other composition or steel wire may be woven into the cloth for reinforcing purposes. The durability of these fibers must be equivalent to that of the plastic filter cloth.

### 108.3 Installation

The geotextile filter cloth shall be installed by “tacking down” the cloth using randomly placed stones to ensure that the cloth does not shift out of position during backfill operations. Laps in joining pieces

of material shall be a minimum of 2 feet in width. The square yardage of geotextile cloth in the Structure Material List on sheet 2 of the Plans does not make an allowance for these overlaps.

#### 108.4 Permeability and Filtration

A certified copy of permeability and filtration tests from a qualified laboratory showing the performance of this filter with fine sands and water, citing both particle retention and permeability, shall be included with a sample of the material.

#### 108.17 Payment

Payment will be made at the contract price per square yard for Bid Item 10, "Structure 17 - Geotextile Reinforcement" of the Louisiana Uniform Public Work Bid Form.

## TS – 109 RIPRAP

### 109.1 Scope

This item shall consist of placement of riprap as shown on the plans, or as directed by the engineer.

### 109.2 Quality

Individual rock fragments shall be dense, sound and free from cracks, seams and other defects conducive to accelerated weathering. The rock fragments shall be angular to sub-rounded in shape. The least dimension of an individual rock fragment shall not be less than one-third the greatest dimension of the fragment. Except as provided below, the rock shall have the following properties:

Bulk specific gravity (saturated surface-dry basis): not less than 2.5

Absorption: not more than 2 percent

Soundness: weight loss in 5 cycles not more than 10 percent when sodium sulfate is used or 15 percent when magnesium sulfate is used.

The bulk specific gravity and absorption shall be determined by ASTM Method C127. The test for soundness shall be performed by ASTM Method C88 for coarse aggregate modified as follows:

The test sample shall not be separated into fractions. It shall consist of  $5000 \pm 300$  grams of rock fragments, reasonably uniform in size and shape and weighing approximately 100 grams each, obtained by breaking the rock and selecting fragments of the required size.

After the sample has been dried, following the completion of the final test cycle and washing to remove the sodium sulfate or magnesium sulfate, the loss of weight shall be determined by subtracting from the original weight of the sample, the final weight of all fragments, which have not been broken into three or more pieces.

The report shall show the percentage loss of weight and the results of the qualitative examination. Rock that fails to meet the requirements stated in a, b, and c above, may be accepted only if similar rock from the same source has been demonstrated to be sound after 5 years or more of service under conditions of weather, wetting, and drying.

### 109.3 Grading

The rock shall conform to the specified grading limits after it has been placed in the riprap.

Bankline Stabilization and Adjacent to Structure			
Riprap Classification	Stone Size, LB	Spherical Diameter, FT <sup>2</sup>	Percent of Stone Small Than
55 LB DOTD Spec.	275	1.50	100
	110	1.11	42-100
	55	0.88	15-50

	20	0.63	0-15
--	----	------	------

#### 109.4 Equipment-Placed Riprap

The riprap shall be placed by water-based equipment on the surfaces and to the depths specified. The riprap shall be installed to the full course thickness in one operation and in such a manner as to avoid serious displacement of the underlying materials. The riprap shall be delivered and placed in such a manner that will insure that the rip-rap in place shall be reasonably homogenous with the larger rocks uniformly distributed and firmly in contact one to another with the smaller rocks and spalls filling the voids between larger rocks.

Riprap shall be placed in a manner to prevent damage to surrounding property and adjacent structures. Riprap shall not be dropped but carefully placed adjacent to the steel sheet pile wall system. Hand placing will be required to the extent necessary to prevent damage to the adjacent structures nearby.

#### 109.5 Measurement and Payment

For items of work for which specific unit prices are established in the contract, the volume of riprap will be measured within the specified limits and computed to the nearest ton based on the truck haul load tickets of each truck delivered to the project site/staging area.

Payment for riprap will be made at the contract price per ton for Bid Item 4 “Structure 4 - Riprap (55# Class” and Bid Item 9 ”Structure 17 - Riprap (55# Class)” of the Louisiana Uniform Public Work Bid Form.

## TS – 110 METAL FABRICATION

### 110.1 Scope

This specification shall consist of furnishing all materials, labor, equipment, supervision, etc., for the fabrication and installation of the fabricated aluminum components (e.g. flap gates, stop log(s), pile caps, platform, stop log lifting assembly, flap gate lifting assembly etc.) and associated hardware.

### 110.2 Shop Drawings

The Contractor shall furnish shop drawings for all fabricated items in accordance with the project drawings and as outline herein. Prior to preparation of the submittals and fabrication, Contractor shall field verify all dimensions shown on the project drawings to ensure proper fit.

#### Structure No. 3:

- Verify all measurements in the field to ensure the proposed flap gates fit and seal properly. Flap gates that do not seal properly shall be repaired or replaced at no additional cost to the owner.
- Verify all measurements in the field to ensure the flap gate lifting assembly fits properly onto the existing structure. (Some of the timber pile tops will need to be cut off.)
- Items to be provided and installed shall include, but not be limited to, the following: New flap gates, flap gate lifting assemblies and all associated components.

#### Structure No. 4:

- Verify all measurements in the field to ensure the proposed stop log(s) fits and seals properly.

#### Structure No. 17:

- Items to be provided and installed shall include, but not be limited to, the following: Inlet platform, stop log lifting assembly, handrails, stop log lifting arm, stop logs, pile caps, “Assembly A” as detailed in the project drawings, and all associated components and hardware.

Timber pile butts shall be individually measured prior to fabrication of aluminum pile caps to ensure proper fit.

### 110.3 Materials

All aluminum alloys shall be type 6061-T6, unless otherwise specified. Specific ASTM designations shall be as specified herein.

Standard Structural Shapes	ASTM B 308
Extruded Structural Pipe and Tubes	ASTM B 429
Extruded Bars, Rods, Shapes, and Tubes	ASTM B 221
Drawn Seamless Tubes	ASTM B 210
Rolled or Cold-Finished Bars, Rods, and Wire	ASTM B 211
Sheet and Plate	ASTM B 209

All bolts, fastener, and associated components shall be stainless-steel type 316, conforming to ASTM A 320, Grade B8M, Class 1, unless otherwise specified.

Cables shall be 7x7 stainless-steel type 316, one-half inch in diameter, and have nominal breaking

strength of approximately 18,000 lbs. All associated hardware shall also be type 316 stainless-steel. Cables shall be installed in reflective PVC sleeve to warn boaters of the potential hazards.

#### 110.4 Fabrication

All aluminum products shall be shop fabricated and installed as single units in the field. No field welding, cutting, or torching shall be permitted unless specifically noted in the project drawings. Contractor shall develop means for clamping and bracing aluminum members to prevent warping of the aluminum products.

Care should be taken to remove all oil, hydrocarbons and loose particles from all pieces to be welded that have been sheared, sawed, or machined. To reduce the possibility of porosity, and dross in welds, cleanliness of the welding surface cannot be overemphasized. Most oil, grease, moisture and dust can be removed from welding surfaces by wiping with a mild alkaline solution or hydrocarbon solvent such as acetone or alcohol. Most oxides can be removed from welding surfaces by dipping edges in strong alkaline solutions, then water, then nitric acid, then finishing with a water rinse.

Common mechanical cleaning methods include wire brushing, scraping, filing and grinding.

Aluminum welding electrodes shall conform to the requirements of American Welding Society Specification AWS A5.10, "Specification for Bare Aluminum and Aluminum-Alloy Welding Electrodes and Rods."

#### 110.5 Payment

Payment for Metal Fabrication shall be as follows. All costs associated with furnishing and installing Metal Fabrication associated with the maintenance work to be performed on Structure 13, shall be included in the lump sum Bid Item 3 "Structure 13 Maintenance" of the Louisiana Uniform Public Work Bid Form.

All costs associated with furnishing and installing Metal Fabrication associated with the timber marine barrier located east of Structure 4, shall be included in the lump sum Bid Item 6 "Structure 4 Timber Marine Barrier Repair" of the Louisiana Uniform Public Work Bid Form.

All costs associated with furnishing and installing Metal Fabrication associated with providing and installing the New Structure 17, shall be included in the unit cost Bid Item 8 "Structure 17 - Provide and Install New Structure" of the Louisiana Uniform Public Work Bid Form.

## TS – 111 EXCAVATION & SPOIL PLACEMENT

### 111.1 Scope

This specification shall consist of furnishing all materials, labor, equipment, supervision, etc., necessary for the excavation required by the contract drawings and disposal of the excavated spoil material.

### 111.2 Material

The Contractor shall utilize uniform in-situ material from the borrow area adjacent to Structure #4, as shown on the contract drawings. Material may contain tree trunks, other large vegetative debris, trash, or other foreign debris, which shall be classified as unsuitable material and shall be disposed of at an appropriate off-site location.

### 111.3 Placement

The in-situ material shall be excavated and placed atop the adjacent Structure #4 to the lines and grades shown in the contract drawings. The area is approximately 56 feet x 45 feet and should not exceed a thickness of approximately 1 foot. Material shall be mechanically dredged and relayed to the disposal area by practical means. Hydraulic dredging equipment shall not be allowed. Contractor shall not exceed the limits of excavation as shown in the contract drawings.

### 111.4 Payment

All costs associated with Excavation and Spoil Placement shall be paid for at the contract lump sum price for Bid Item 5, "Mechanical Dredging/Levee Recap" of the Louisiana Uniform Public Work Bid Form.

## TS – 112 DEMOLITION AND DEBRIS REMOVAL

### 112.1 Scope

This specification shall consist of furnishing all materials, labor, equipment, supervision, etc., necessary for proper removal and disposal items scheduled for demolition and removal as depicted in the contract drawings.

### 112.2 Salvage

Salvaging of refuse materials for reuse in this contract shall not be permitted. Disposal of refuse material shall meet all the requirements of local, state, and federal regulations and laws.

### 112.3 Extents of Demolition and Removal

All items scheduled for demolition and removal shall be removed to the fullest extent practical and shall not impede passage of marine vessels or create underwater hazards. Piles and sheet piles scheduled for removal shall be extracted by using a vibratory hammer or some other appropriate method. If piles or sheet piles cannot be removed in their entirety due to material conditions, then said components shall be cut off below the mudline and removed from the site.

### 110.4 Payment

All costs associated with Demolition and Debris Removal shall be paid for at the contract lump sum price for Bid Item 7, “Structure 17 - Demolition and Removal of Existing Structure” of the Louisiana Uniform Public Work Bid Form.

**APPENDIX A: STANDARD FORMS**

**INTERPRETATION OR CLARIFICATION BY ENGINEER FORM**

East Mud Lake Hydrologic Restoration Project (CS-20)

Final Maintenance

Interpretation or Clarification by Engineer

Number ( \_\_\_\_ )

DATE:

SUBJECT:

SUMMARY OF MATTER BY CONTRACTOR

---

INTERPRETATION OR CLARIFICATION OF MATTER BY ENGINEER

---

**CURRENT INVOICE NO.** \_\_\_\_\_  
**PURCHASE ORDER NO.** \_\_\_\_\_

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

<b>Name &amp; Address of Subcontractor(s)</b>	<b>\$ Value Paid to Subs for this Invoice Period</b>	<b>Cumulative \$ Value Paid to Subs for this Purchase Order</b>

**CHANGE ORDER FORM**  
**CHANGE ORDER NO.**

**OWNER:** State of Louisiana, Coastal Protection and Restoration Authority  
**CONTRACTOR:**  
**PROJECT:**  
**PURCHASE ORDER NO.:**  
**ENGINEER:**

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

**Description:**

**Attachments (list documents supporting change):**

- .

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

**RECOMMENDED:**

By: \_\_\_\_\_  
 CPRA Design Engineer

Date: \_\_\_\_\_

**RECOMMENDED:**

By: \_\_\_\_\_  
 CPRA Construction Manager

Date: \_\_\_\_\_

**ACCEPTED:**

By: \_\_\_\_\_  
 Contractor

Date: \_\_\_\_\_

**APPENDIX B: GOVERNMENT PERMITS**



**State of Louisiana**  
**DEPARTMENT OF NATURAL RESOURCES**  
**OFFICE OF COASTAL MANAGEMENT**

September 7, 2017

Lonnie Harper, Agent  
Lonnie G. Harper & Associates Inc.  
2746 Highway 384  
Bell City, Louisiana 70630  
*Via email:* harper@harper-group.com

RE: **C20060572 mod 02**, Coastal Zone Consistency  
**Natural Resources Conservation Service**  
Direct Federal Action  
Maintenance work, including replacement of water control structure, associated with East  
Mud Lake Hydrologic Restoration project (CWPPRA CS-20)  
**Cameron Parish, Louisiana**

Dear Mr. Harper:

The above referenced project has been reviewed for consistency with the approved Louisiana Coastal Resource Program (LCRP) as required by Section 307 of the Coastal Zone Management Act of 1972, as amended. This office finds that the project, as proposed in the application, is conditionally consistent with the LCRP.

Pursuant to NOAA regulations on federal consistency at 15 CFR §930.4(a)(1), a conditional consistency concurrence must include the specific actions which must be satisfied in order to be consistent to the maximum extent practicable with the approved state program; an explanation of why these conditions are necessary, and identification of the relevant enforceable policies.

**Explanation of necessity:**

The repair of three levee segments, refurbishment of two water control structures, and replacement of one water control structure associated with the Mud Lake project may impact vegetated wetland habitat. In light of this, the Louisiana Department of Natural Resources, Office of Coastal Management (OCM), requires confirmation that suitable measures have been undertaken to eliminate or offset potential negative effects to Louisiana's coastal zone.

The need for compensatory mitigation for impacts to marsh habitat resulting from the referenced project will be determined after one full growing season (March 1 to November 1,

2018) following the completion of the permitted activities. This assessment shall include both primary impacts and secondary impacts which may result from the permitted activities.

**Condition:**

In order for the referenced project to be consistent, to the maximum extent practicable with the LCRP, Natural Resources Conservation Service (“applicant”) must, in response to this notice, meet the following condition:

The determination of impacts to vegetated wetland habitat resulting from the referenced project will be determined after one full growing season (March 1 to November 1) following the completion of the permitted activities. Applicant shall provide on-ground pre- and post-construction photographic documentation that clearly shows all vegetated wetlands occurring within the permitted project area. The post-activity photos should be taken at the same location and in the same direction as the pre-activity photos. The post-activity documentation shall be acquired (photos actually taken) and submitted to the Consistency Section of the Office of Coastal Management within 60 days of the end of the first full growing season following completion of the project. Reference consistency number C20060572 on the photographic documentation.

**Enforceable policies:**

Louisiana’s State and Local Coastal Resources Management Act (SLCRMA) and the Louisiana Administrative Code (LAC) address wetland impacts and compensatory mitigation in several places. Relevant enforceable policies may be found in the Louisiana Administrative Code Title 43, Part I:

**§701 Guidelines Applicable to All Uses**

- G. It is the policy of the coastal resources program to avoid the following adverse impacts. To this end, all uses and activities shall be planned, sited, designed, constructed, operated, and maintained to avoid to the maximum extent practicable significant:
  - 5. Destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and water-bottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features.

**§724. Rules and Procedures for Mitigation**

- B. Avoidance, Minimization, and Restoration of, and Compensation for, Potential Wetland Ecological Value Losses
  - 1. The secretary shall not grant a coastal use permit or issue a general permit authorization for an individual activity unless the permit/authorization is conditioned to include:

- a. any locations, designs, methods, practices, and techniques which may be required, following a thorough review of §§701-719, to avoid and minimize those adverse impacts identified during the permit review process; and
  - b. any locations, designs, methods, practices, and techniques which may be required, following a thorough review of §§701-719, to restore impacted sites when appropriate; and
  - c. a requirement for compensatory mitigation to offset any net loss of wetland ecological value that is anticipated to occur despite efforts to avoid, minimize, and restore permitted/authorized impacts (i.e., unavoidable net loss of wetland ecological value), unless a variance is granted pursuant to §724.K.
- H. Individual Compensatory Mitigation Measures
1. A permit applicant may implement an individual mitigation measure or measures to satisfy the compensatory mitigation requirements of a proposed activity.
  2. The secretary shall determine the acceptability of an individual compensatory mitigation measure(s) in accordance with §724.J.
  3. The sufficiency of an individual mitigation measure or measures shall be determined in accordance with §724.C, best professional judgment, or a combination of the methodology presented in §724.C and professional judgment. When applying the methodology presented in §724.C, the secretary shall consider the probable life of the proposed mitigation measure and the future ability and willingness of the permit applicant to maintain the proposed mitigation.

NOAA Regulations at 15 CFR §930.4(a)(2) state that the applicant shall modify its project proposal pursuant to the State agency's conditions. The applicant shall immediately notify the State agency if the State agency's conditions are not acceptable. Section 930.4(b) states that, if the requirements of §930.4(a)(1) through (3) are not met, all parties shall treat the State agency's conditional concurrence as an objection pursuant to §930 Subpart D.

15 CFR §930 subpart G provides for mediation of this decision by the Secretary of the Department of Commerce, should these conditions be unacceptable.

If you have any questions concerning this determination, please contact Carol Crapanzano of the Consistency Section at [carol.crapanzano@la.gov](mailto:carol.crapanzano@la.gov).

Sincerely yours,

**/S/ Don Haydel**

Acting Administrator  
Interagency Affairs/Field Services Division

DH/SK

cc: Quin Kinler, NRCS  
Dave Butler, LDWF

Rod Pierce, OCM  
Kara Bonsall, Cameron



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

JAN 22 2018

Operations Division  
Regulatory Branch

**SUBJECT:** MVN 2006-4923 WB

Apache Louisiana Minerals, LLC  
Post Office Box 206  
Houma, Louisiana 70361

Gentlemen:

The proposed work to, perform maintenance tasks to existing water control structures and levees for the East Mud Lake Marsh Management CWPPRA Project (CS-20) in lower Cameron Parish, Louisiana, as shown on the enclosed drawings; is authorized under **Category II of the Programmatic General Permit**, provided that all conditions of the permit are met. The standard West Indian Manatee conditions are attached to this authorization.

This authorization has a blanket water quality certification from the Louisiana Department of Environmental Quality (DEQ); therefore, no additional authorization from DEQ is required.

However, prior to commencing work on your project, you must obtain approvals from state and local agencies as required by law and by the terms of this permit. These approvals include, but are not limited to, a permit, consistency determination or determination of "no direct or significant impact (NDSI) on coastal waters" from the Louisiana Department of Natural Resources, Office of Coastal Management.

This approval to perform work is valid for 5 years from the date of this letter.

Permittee is aware that this office may reevaluate its decision on this permit at any time the circumstances warrant.

Should you have any further questions concerning this matter, please contact Darlene Herman with this office at (504) 862-2287 or email at [Darlene.C.Herman@usace.army.mil](mailto:Darlene.C.Herman@usace.army.mil).

Sincerely,

*Darrell S. Barbano*

*for:* Martin S. Mayer  
Chief, Regulatory Branch  
Operations Division

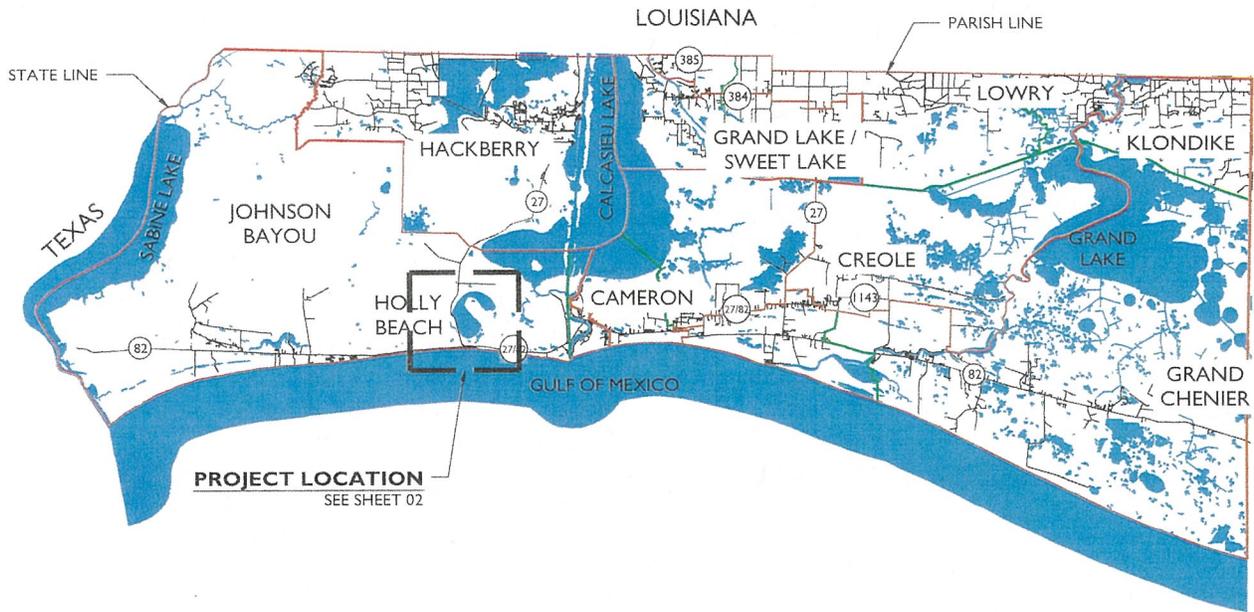
Enclosures

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

REVISED:

# CAMERON PARISH, LOUISIANA

SHEET 01 OF 11



PREPARED BY:



**LONNIE G. HARPER  
& ASSOCIATES, INC.**

2746 HWY. NO. 384 BELL CITY, LOUISIANA 70643  
PHONE: (337) 905-1079 FAX: (337) 905-1076

## E. MUD LAKE HYDROLOGIC RESTORATION (CS-20) CAMERON PARISH, LA

APPLICATION BY: APACHE LOUISIANA MINERALS LLC.  
DATE: 05/12/2017

VICINITY MAP



PROJECT NO. 2017-06

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

REVISED: 07/12/2017

# CAMERON PARISH, LOUISIANA

SHEET 02 OF 11



PREPARED BY:



**LONNIE G. HARPER & ASSOCIATES, INC.**

2746 HWY. NO. 384 BELL CITY, LOUISIANA 70643  
PHONE: (337) 905-1079 FAX: (337) 905-1076

## E. MUD LAKE HYDROLOGIC RESTORATION (CS-20) CAMERON PARISH, LA

APPLICATION BY: APACHE LOUISIANA MINERALS LLC.  
DATE: 05/12/2017

### PROJECT LOCATION



PROJECT NO. 2017-06

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

REVISED: 07/12/2017

# CAMERON PARISH, LOUISIANA SECTION 33 T.14S.,R.11W.

SHEET 03 OF 11



**GENERAL NOTES:**

- I. NO HEAVY EQUIPMENT WILL BE NEEDED TO PERFORM WORK AT "SITE A". SITE CAN BE READILY ACCESSED USING SMALL BOATS EQUIPPED WITH OUTBOARD MOTORS.

PREPARED BY:



**LONNIE G. HARPER  
& ASSOCIATES, INC.**

2746 HWY. NO. 384 BELL CITY, LOUISIANA 70643  
PHONE: (337) 905-1079 FAX: (337) 905-1076

## E. MUD LAKE HYDROLOGIC RESTORATION (CS-20) CAMERON PARISH, LA

APPLICATION BY: APACHE LOUISIANA MINERALS LLC.  
DATE: 05/12/2017

SITE PLAN "A"



PROJECT NO. 2017-06

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

REVISED: 07/12/2017

CAMERON PARISH, LOUISIANA  
SECTION 20 T.14S.,R.10W.

SHEET 04 OF 11



**GENERAL NOTES:**

1. FILL MATERIAL SHALL BE EXCAVATED FROM THE DESIGNATED BORROW AREA AND PLACED ON TOP OF THE EXISTING STRUCTURE AS SHOWN. (APPROXIMATELY 100 YD³ REQUIRED)
2. RIPRAP SHALL BE PLACED ALONG THE STRUCTURE INLET AND BEHIND THE STRUCTURE HEADER TO PROTECT THE STRUCTURE FROM SCOUR. APPROXIMATELY 93 CUBIC YARDS (140 TONS) REQUIRED)
3. SITE SHALL BE ACCESSED VIA THE STEP CANAL OR EXISTING LEVEE. NO FLOTATION OR ACCESS DREDGING SHALL BE PERMITTED.

PREPARED BY:



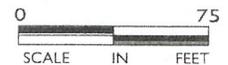
LONNIE G. HARPER  
& ASSOCIATES, INC.

2746 HWY. NO. 384 BELL CITY, LOUISIANA 70643  
PHONE: (337) 905-1079 FAX: (337) 905-1076

E. MUD LAKE HYDROLOGIC  
RESTORATION (CS-20)  
CAMERON PARISH, LA

APPLICATION BY: APACHE LOUISIANA MINERALS LLC.  
DATE: 05/12/2017

SITE PLAN "B"



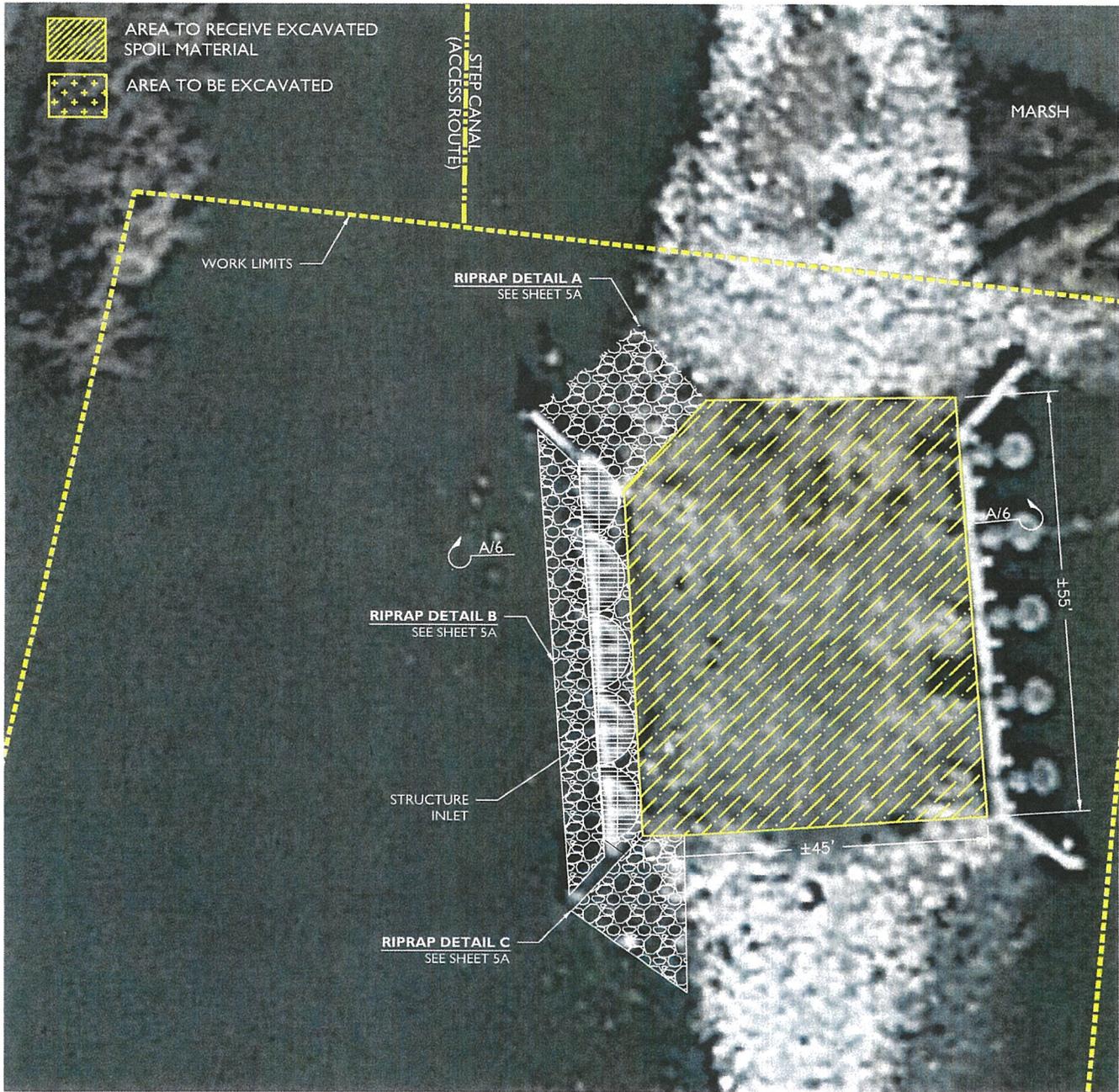
PROJECT NO. 2017-06

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

REVISED: 06/08/2017

### CAMERON PARISH, LOUISIANA SECTION 20 T.14S.,R.10W.

SHEET 05 OF 11



**GENERAL NOTES:**

1. FILL MATERIAL SHALL BE EXCAVATED FROM THE DESIGNATED BORROW AREA AND PLACED ON TOP OF THE EXISTING STRUCTURE AS SHOWN. (APPROXIMATELY 100 YD<sup>3</sup> REQUIRED)
2. RIPRAP SHALL BE PLACED ALONG THE STRUCTURE INLET AND BEHIND THE STRUCTURE HEADER TO PROTECT THE STRUCTURE FROM SCOUR. (APPROXIMATELY 93 YD<sup>3</sup> REQUIRED)
3. SITE SHALL BE ACCESSED VIA THE STEP CANAL. NO FLOTATION OR ACCESS DREDGING SHALL BE PERMITTED. EQUIPMENT SHALL **NOT** TRACK DOWN ANY EXISTING LEVEL.

PREPARED BY:



**LONNIE G. HARPER  
& ASSOCIATES, INC.**

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## E. MUD LAKE HYDROLOGIC RESTORATION (CS-20) CAMERON PARISH, LA

APPLICATION BY: APACHE LOUISIANA MINERALS LLC.  
DATE: 05/12/2017

### SITE PLAN "B"

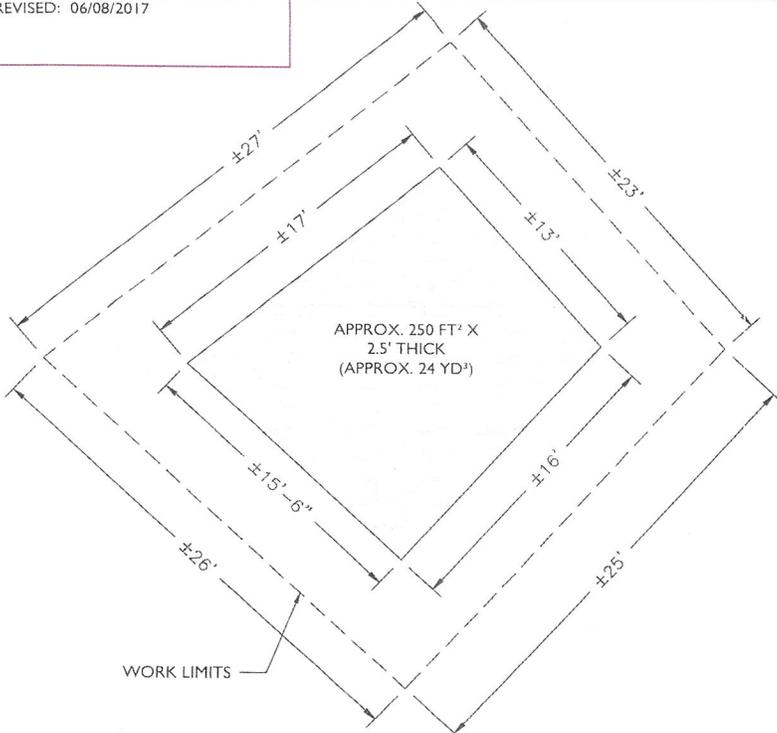


PROJECT NO. 2017-06

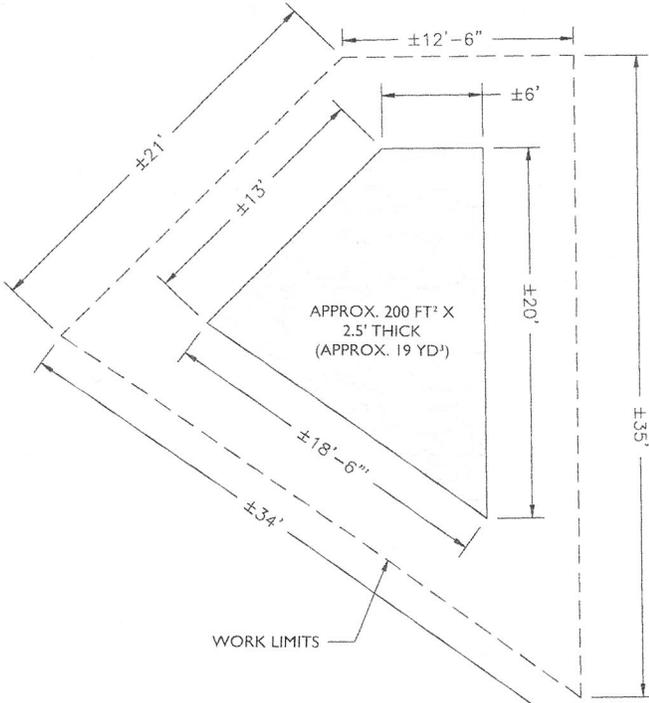
NOTE: THESE DRAWINGS ARE TO BE USED EXCLUSIVELY FOR ACQUISITION OF REGULATORY PERMITS.

REVISED: 06/08/2017

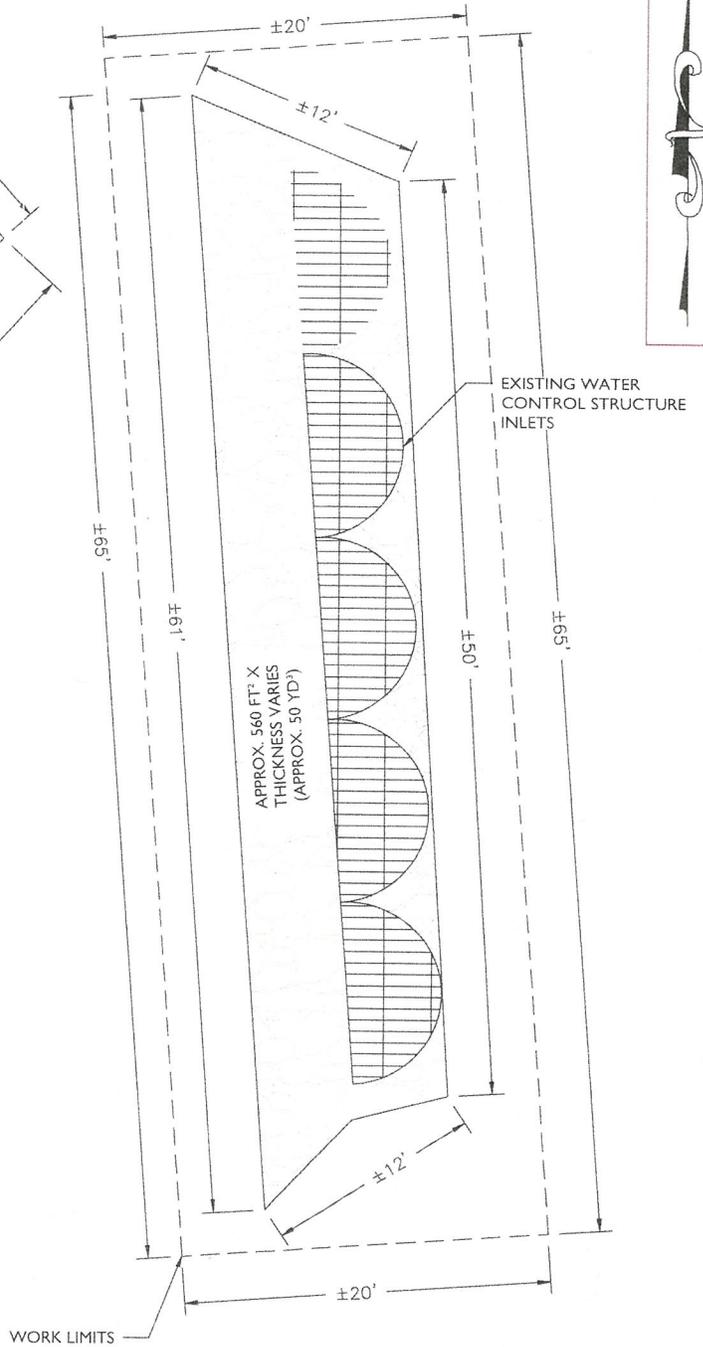
SHEET 05A OF 11



RIPRAP DETAIL "A"



RIPRAP DETAIL "C"



RIPRAP DETAIL "B"



PREPARED BY:



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### E. MUD LAKE HYDROLOGIC RESTORATION (CS-20) CAMERON PARISH, LA

APPLICATION BY: APACHE LOUISIANA MINERALS LLC.  
DATE: 05/12/2017

### RIP RAP DETAILS



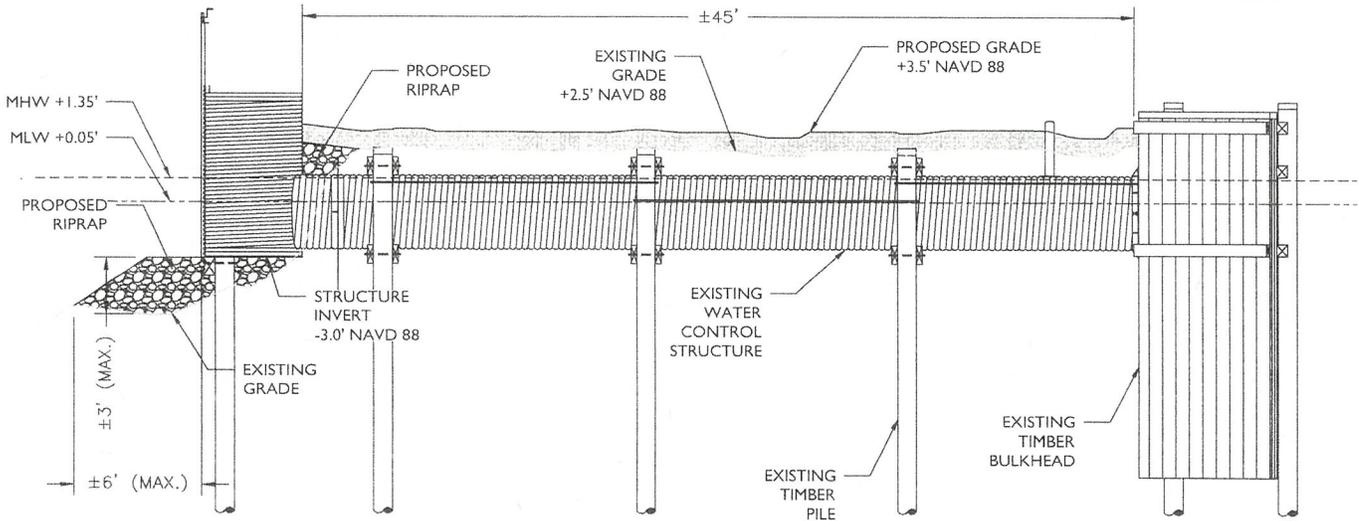
PROJECT NO. 2017-06

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

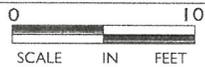
REVISED: 07/12/2017

CAMERON PARISH, LOUISIANA  
SECTION 20 T.14S.,R.10W.

SHEET 06 OF 11

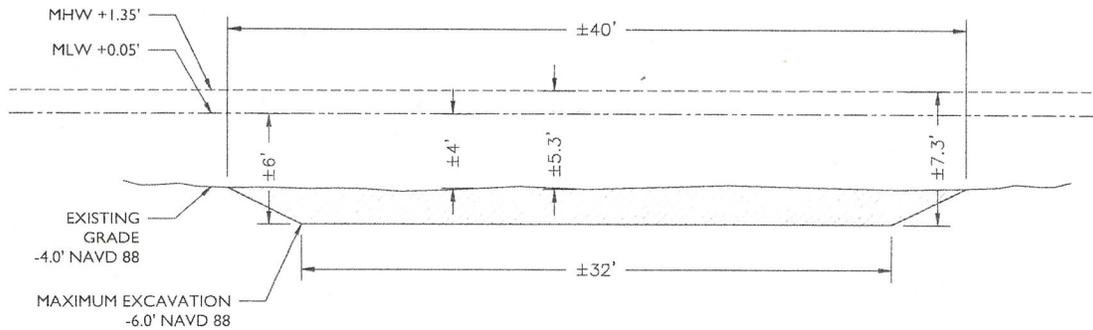


SECTION "A" - TYPICAL STRUCTURE SECTION VIEW

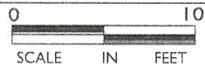


**GENERAL NOTES:**

1. FILL MATERIAL SHALL BE EXCAVATED FROM THE DESIGNATED BORROW AREA AND PLACED ON TOP OF THE EXISTING STRUCTURE AS SHOWN. (APPROXIMATELY 100 YD<sup>3</sup> REQUIRED)
2. RIPRAP SHALL BE PLACED ALONG THE STRUCTURE INLET AND BEHIND THE STRUCTURE HEADER TO PROTECT THE STRUCTURE FROM SCOUR. (APPROXIMATELY 93 YD<sup>3</sup> REQUIRED)
3. SITE SHALL BE ACCESSED VIA THE STEP CANAL. NO FLOTATION OR ACCESS DREDGING SHALL BE PERMITTED. EQUIPMENT SHALL **NOT** TRACK DOWN ANY EXISTING LEVEE.



SECTION "B" - TYPICAL BORROW AREA CROSS-SECTION



1. ALL ELEVATIONS ARE REFERENCED TO NAVD 88, GEOID 12B.

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E. MUD LAKE HYDROLOGIC  
RESTORATION (CS-20)  
CAMERON PARISH, LA

APPLICATION BY: APACHE LOUISIANA MINERALS LLC.  
DATE: 05/12/2017

DETAILS

AS NOTED  
SCALE IN FEET

PROJECT NO. 2017-06

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

REVISED: 07/12/2017

### CAMERON PARISH, LOUISIANA SECTION 25 T.14S.,R.11W. & SECTION 30 T.14S.,R.10W.

SHEET 07 OF 11



**GENERAL NOTES:**

1. EXISTING STRUCTURE SHALL BE REMOVED TO GAIN ACCESS TO THE LOCATION OF THE PROPOSED STRUCTURE. STRUCTURE COMPONENTS REMOVED SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
2. RIPRAP SHALL BE PLACED ALONG THE ENDS OF THE STRUCTURE TO PROTECT THE STRUCTURE FROM SCOUR. (APPROXIMATELY 43 TONS REQUIRED)
3. SITE SHALL BE ACCESSED VIA THE ACCESS ROUTE PROVIDED. NO FLOTATION OR ACCESS DREDGING SHALL BE PERMITTED.

PREPARED BY:



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## E. MUD LAKE HYDROLOGIC RESTORATION (CS-20) CAMERON PARISH, LA

APPLICATION BY: APACHE LOUISIANA MINERALS LLC.  
DATE: 05/12/2017

### SITE PLAN "C"



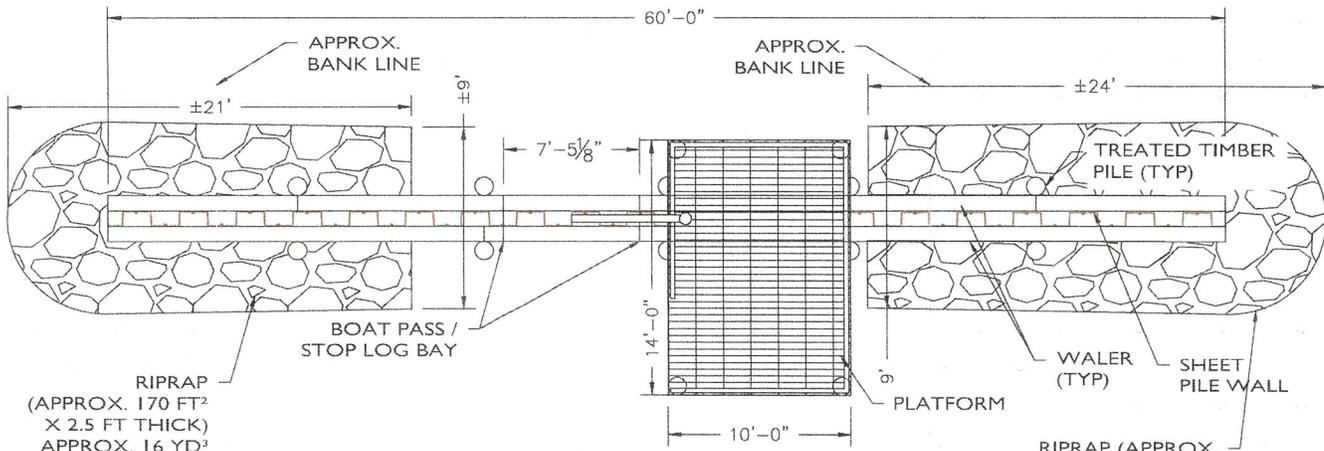
PROJECT NO. 2017-06

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

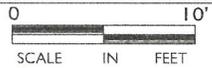
REVISED: 06/08/2017

**CAMERON PARISH, LOUISIANA**  
**SECTION 25 T.14S.,R.11W.**  
**& SECTION 30 T.14S.,R.10W.**

SHEET 08 OF 11

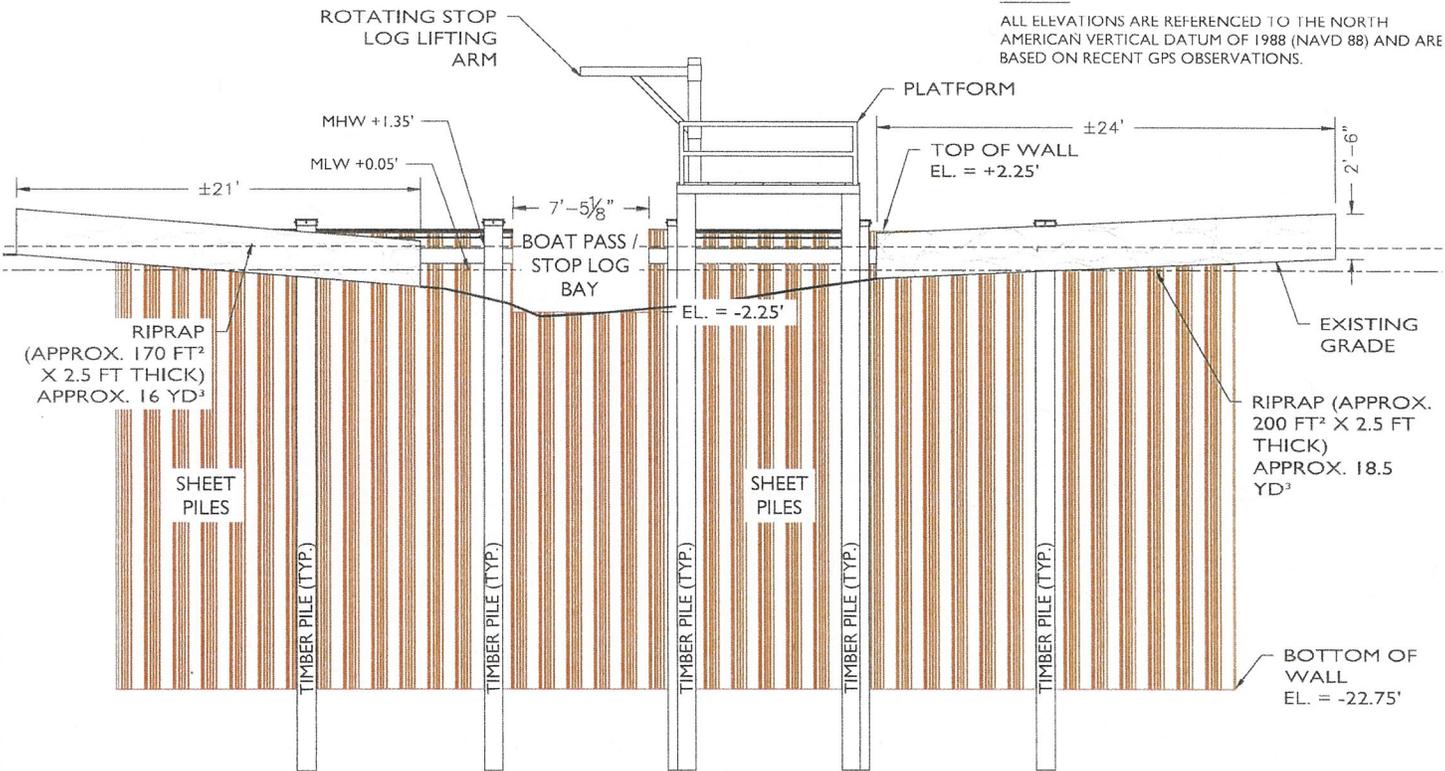


**PROPOSED STRUCTURE PLAN VIEW**

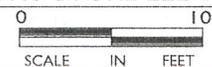


**NOTE:**

ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE BASED ON RECENT GPS OBSERVATIONS.



**PROPOSED STRUCTURE ELEVATION VIEW**



1. ALL ELEVATIONS ARE REFERENCED TO NAVD 88, GEOID 12B.

PREPARED BY:



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**E. MUD LAKE HYDROLOGIC**  
**RESTORATION (CS-20)**  
 CAMERON PARISH, LA

APPLICATION BY: APACHE LOUISIANA MINERALS LLC.  
 DATE: 05/12/2017

**DETAILS**



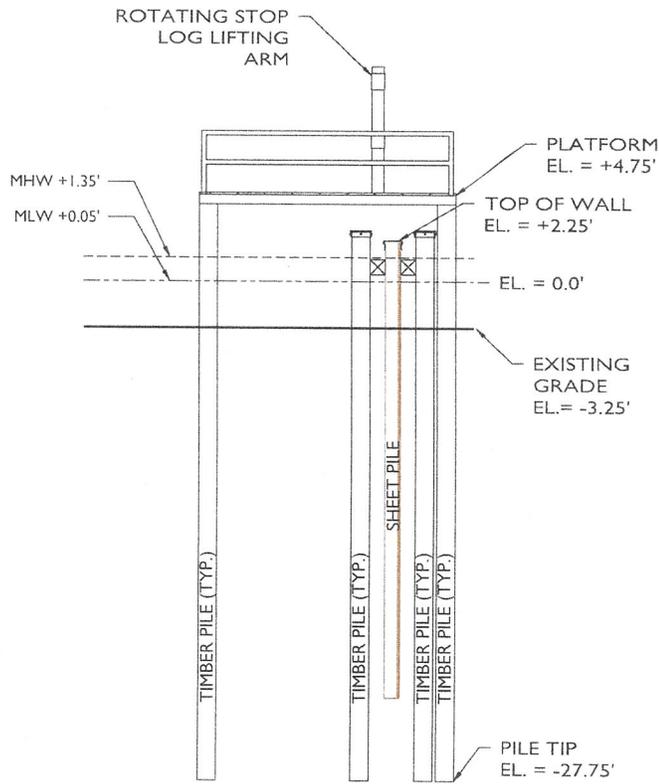
PROJECT NO. 2017-06

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

REVISED: 06/08/2017

### CAMERON PARISH, LOUISIANA SECTION 25 T.14S.,R.11W. & SECTION 30 T.14S.,R.10W.

SHEET 09 OF 11



**PROPOSED STRUCTURE SECTION VIEW**



**GENERAL NOTES:**

1. IN ORDER TO INSURE THE SAFETY OF ALL PARTIES INVOLVED, THE APPLICANT OR ITS AGENTS WILL CONTACT THE LOUISIANA DOTTIE SYSTEM (1-800-272-3020) A MINIMUM OF TWO (2) DAYS PRIOR TO THE COMMENCEMENT OF ANY ACTIVITY.
2. THIS PROJECT INVOLVES THE REPAIR OF TWO EXISTING WATER CONTROL STRUCTURE AND THE REPLACEMENT OF ONE EXISTING WATER CONTROL STRUCTURE LOCATED NEAR MUD LAKE, IN LOWER CAMERON PARISH. ALL THREE STRUCTURES ARE PART OF THE CWPPRA PROJECT EAST MUD LAKE HYDROLOGIC RESTORATION (CS-20). REFERENCE ORIGINAL DEPARTMENT OF THE ARMY PERMIT AUTHORIZATION "SW(CAMERON PARISH WETLANDS)923" AND SUBSEQUENT PERMIT AUTHORIZATION FOR MAINTENANCE WORK "MVN 2006-4923 WB".
3. THE SIZE AND NUMBER OF THE STRUCTURES BEING PERMITTED UNDER THIS APPLICATION ARE EQUAL TO THOSE OF THE STRUCTURES PERMITTED ORIGINALLY.
4. CONTRACTOR SHALL NOT BE ALLOWED TO DREDGE ANY EXISTING WATER BOTTOM TO GAIN ACCESS TO THE PROJECT LOCATIONS. ALL EQUIPMENT UTILIZED SHALL BE AMPHIBIOUS IN NATURE OR HAVE SHALLOW DRAFT REQUIREMENTS.
5. LEVEE REPAIRS SHALL BE PERFORMED ON AN AS-NEEDED BASIS WITH MARINE EXCAVATORS / MARSH MACHINES. NO DREDGING SHALL BE PERMITTED FOR ACCESS.
6. ALL ELEVATIONS ARE REFERENCED TO NAVD 88 GEOID 12B.

PREPARED BY:



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## E. MUD LAKE HYDROLOGIC RESTORATION (CS-20) CAMERON PARISH, LA

APPLICATION BY: APACHE LOUISIANA MINERALS LLC.  
DATE: 05/12/2017

**DETAILS**



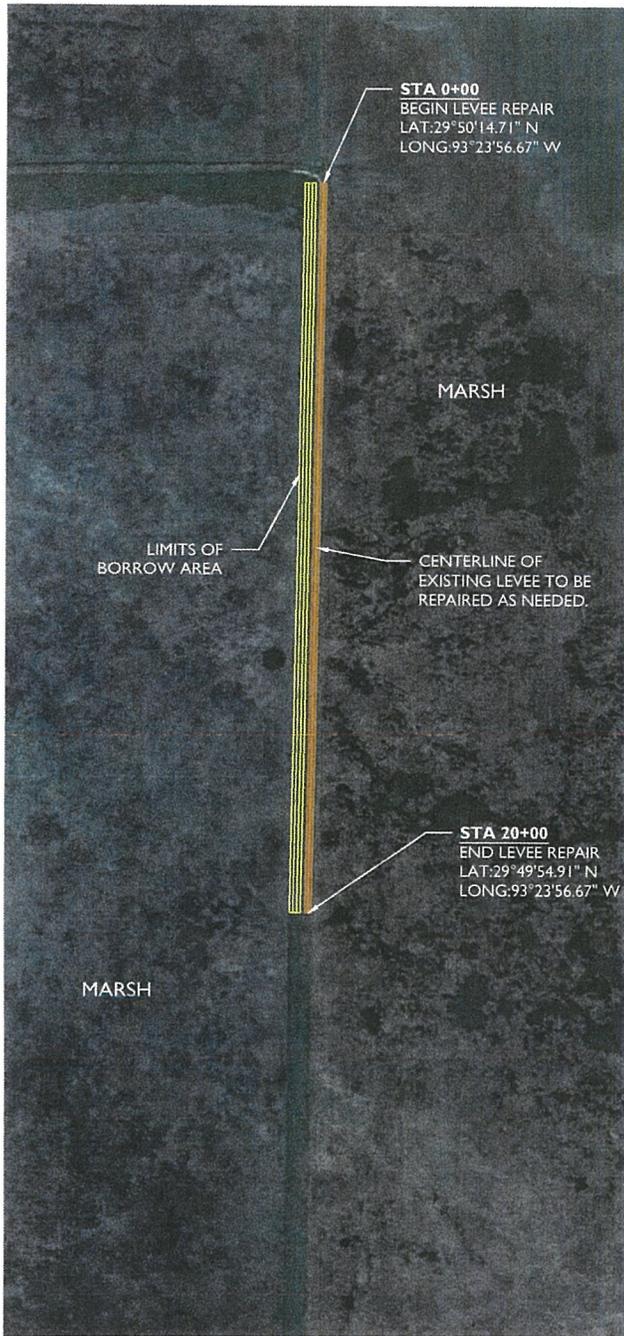
PROJECT NO. 2017-06

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

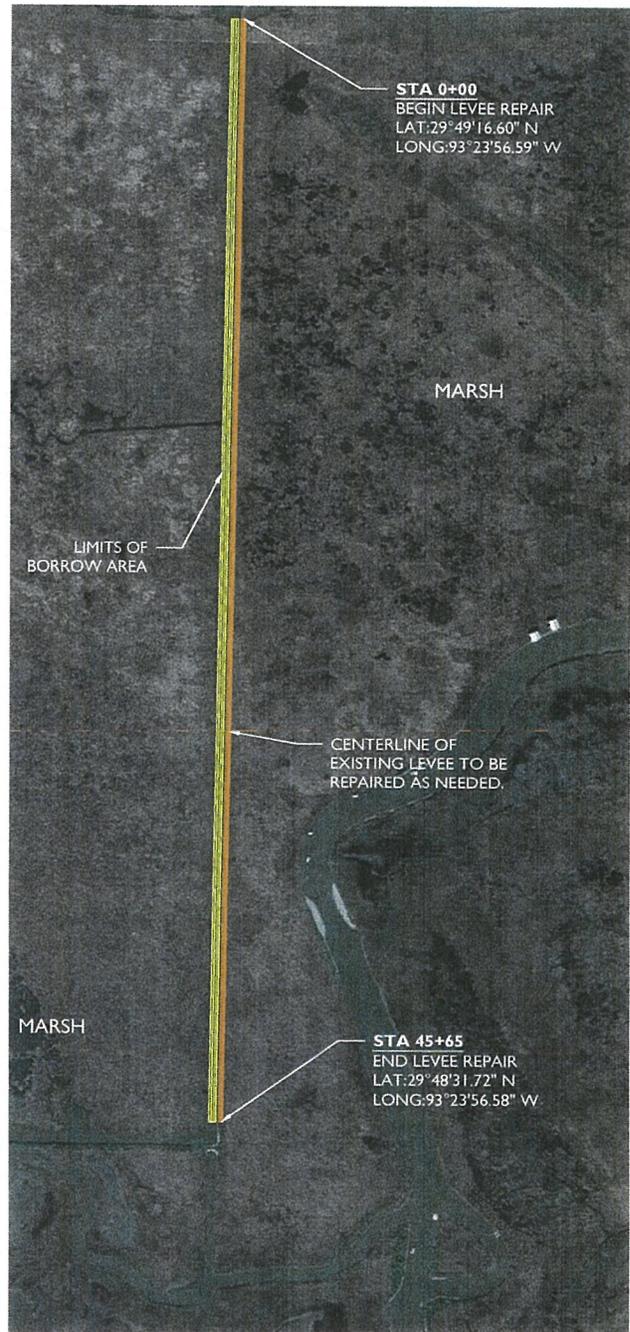
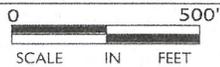
REVISED:

**CAMERON PARISH, LOUISIANA**  
**SECTIONS 17, 20, & 29 T.14S.,R.10W.**

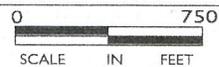
SHEET 10 OF 11



**NORTHEASTERN LEVEE PLAN VIEW**



**NORTHEASTERN LEVEE PLAN VIEW**



PREPARED BY:



**LONNIE G. HARPER**  
**& ASSOCIATES, INC.**

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**E. MUD LAKE HYDROLOGIC**  
**RESTORATION (CS-20)**  
 CAMERON PARISH, LA

APPLICATION BY: APACHE LOUISIANA MINERALS LLC.  
 DATE: 05/12/2017

**LEVEE REPAIRS**



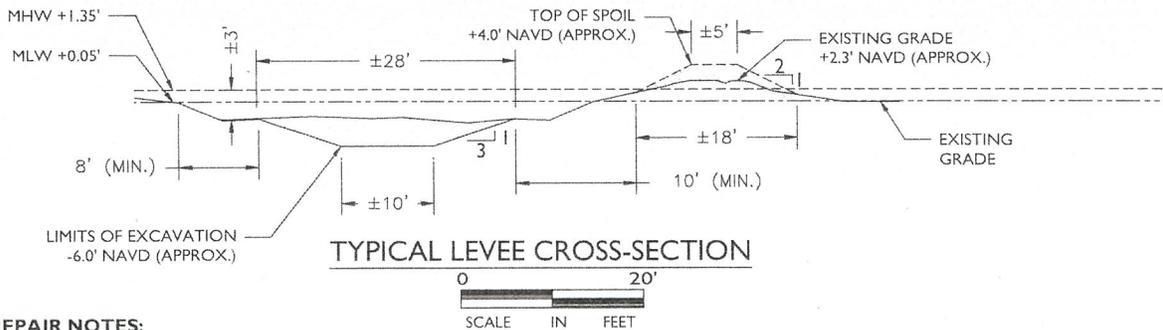
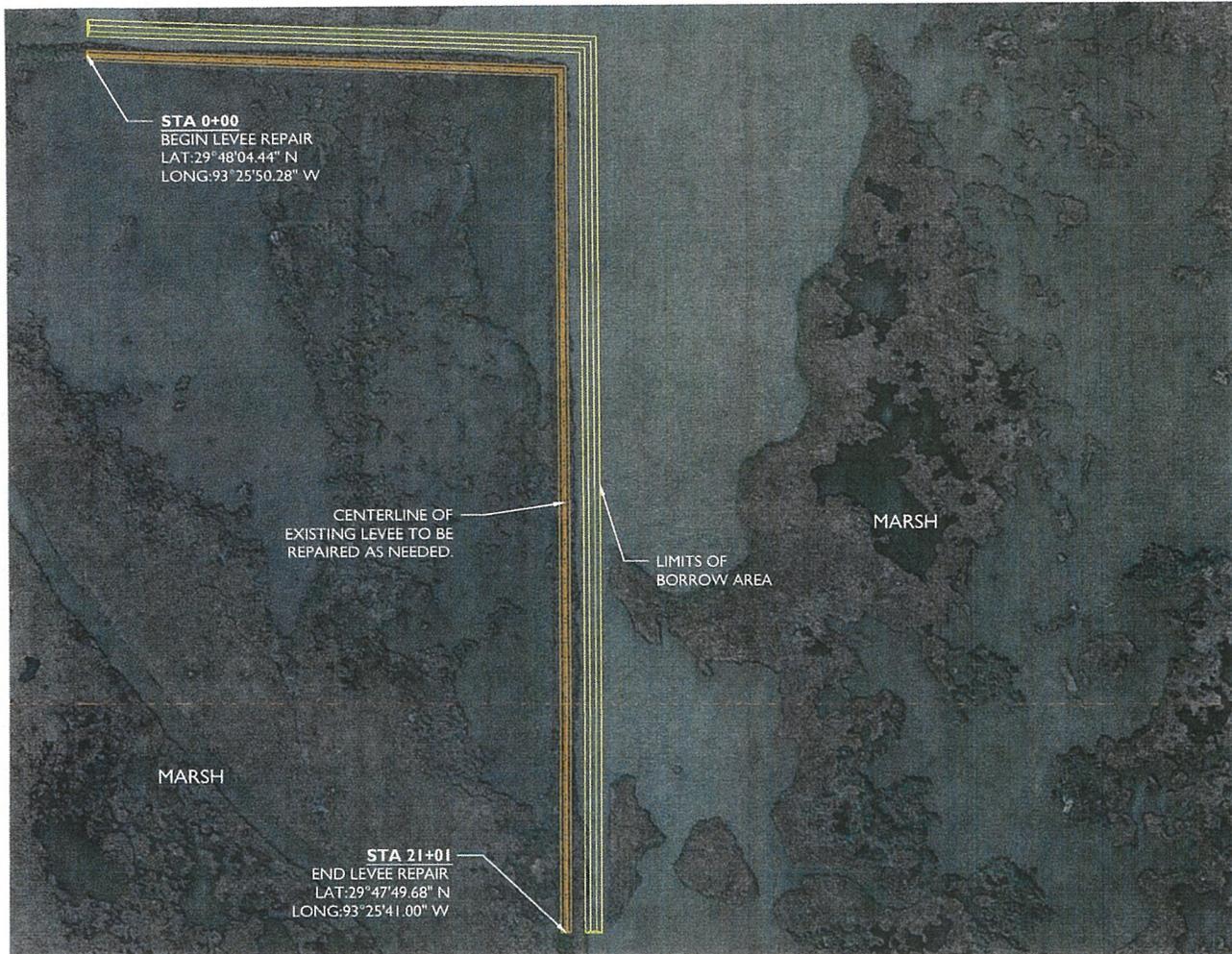
PROJECT NO. 2017-06

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

REVISED: 07/12/2017

**CAMERON PARISH, LOUISIANA**  
 SECTION 36 T.14S.,R.11W.  
 & SECTION 31 T.14S.,R.10W.

SHEET 11 OF 11



**LEVEE REPAIR NOTES:**

1. LEVEES WILL BE REPAIRED / RECAPPED ON AN AS NEEDED BASIS.
2. THE MAXIMUM LINEAR FOOTAGE OF LEVEE THAT MAY BE REPAIRED UNDER THIS PERMIT IS 8,666 FEET. IT IS ESTIMATED THAT APPROXIMATELY 11,150 CUBIC YARDS (IN-PLACE MEASURE) OF MATERIAL MAY BE REQUIRED.
3. ALL ELEVATIONS ARE REFERENCED TO NAVD 88, GEOID 12B.

PREPARED BY:



**LONNIE G. HARPER  
 & ASSOCIATES, INC.**

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**E. MUD LAKE HYDROLOGIC  
 RESTORATION (CS-20)**  
 CAMERON PARISH, LA

APPLICATION BY: APACHE LOUISIANA MINERALS LLC.  
 DATE: 05/12/2017

**WESTERN LEVEE**



PROJECT NO. 2017-06

## **STANDARD MANATEE CONDITIONS FOR IN-WATER ACTIVITIES**

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

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

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

1. Activities authorized under this general permit shall not be used for piecemeal work and shall be applied to single and complete projects. All components of a single and complete project shall be treated together as constituting one single and complete project. All planned phases of multi-phased projects shall be treated together as constituting one single and complete project. This general permit shall not be used for any activity that is part of an overall project for which an individual permit is required.
2. No activity is authorized under this general permit which may adversely affect significant cultural resources listed or eligible for listing in the National Register of Historic Places until the requirements for Section 106 of the National Historic Preservation Act are met. Upon discovery of the presence of previously unknown historic and/or prehistoric cultural resources, all work must cease and the permittee must notify the State Historic Preservation Office and the Corps of Engineers. The authorization is suspended until it is determined whether or not the activity will have an adverse effect on cultural resources. The authorization may be reactivated or modified through specific conditions if necessary, if it is determined that the activity will have no adverse effect on cultural resources. The PGP authorization will be revoked if it is determined that cultural resources would be adversely affected, and an individual permit may be necessary.
3. There shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein. The permittee will, at his or her expense, install and maintain any safety lights, signals, and signs prescribed by the United States Coast Guard, through regulations or otherwise, on authorized facilities or on equipment used in performing work under the authorization.
4. No activity may substantially disrupt the movement of those species of aquatic life indigenous to the water body, including those species which normally migrate through the area, unless the activity's primary purpose is to block or impound water.
5. If the **authorized** activity involves the installation of aerial transmission lines, submerged cable, or submerged pipelines across navigable waters of the United States the following is applicable:

The National Ocean Service (NOS) has been notified of this authorization. You must notify NOS and this office in writing, at least two weeks before you begin work and upon completion of the activity authorized by this permit. Your notification of completion must include a drawing which certifies the location and configuration of the completed activity (a certified permit drawing may be used). Notification to NOS will be sent to the following address: National Ocean Service, Office of Coast Survey, N/CS261, 1315 East West Highway, Silver Spring, Maryland 20910-3282.

6. For pipelines under an anchorage or a designated fairway in the Gulf of Mexico the following is applicable: The NOS has been notified of this authorization. You must notify NOS and this office in writing, at least two weeks before you begin work and upon completion of the activity authorized by this permit. Within 30 days of completion of the pipeline, 'as built' drawings certified by a professional engineer registered in Louisiana or by a registered surveyor shall be furnished to this office, the Commander (dpw), Eighth Coast Guard District, Hale Boggs Federal Building, 500 Poydras Street, Room 1230, New Orleans, Louisiana 70130, and to the Director, National Ocean Service, Office of Coast Survey, N/CS261, 1315 East West Highway, Silver Spring, Maryland 20910-3282. The plans must include the location, configuration and actual burial depth of the completed pipeline project.
7. If the **authorized** 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 Eighth Coast Guard District 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 Commander (dpw), Eighth Coast Guard District, Hale Boggs Federal Building, 500 Poydras Street, Room 1230, New Orleans, Louisiana 70130, about 1 month before you plan to start work. Telephone inquiries can be directed to the Eighth Coast Guard District, Waterways Management at (504) 671-2107.
8. All activities authorized herein shall, if they involve, during their construction or operation, any discharge of pollutants into waters of the United States, be at all times consistent with applicable water quality standards, effluent limitations and standards of performance, prohibitions, pretreatment standards and management practices established pursuant to the Clean Water Act (PL 92-500:86 Stat 816), or pursuant to applicable state and local laws.
9. Substantive changes to the Louisiana Coastal Resources Program may require immediate suspension and revocation of this permit in accordance with 33 CFR 325.7.
10. Irrespective of whether a project meets the other conditions of this permit, the Corps of Engineers retains discretionary authority to require an individual Department of the Army permit when circumstances of the proposal warrant this requirement.
11. Any individual authorization granted under this permit may be modified, suspended, or revoked in whole or in part if the Secretary of the Army or his authorized representative determines that there has been a violation of any of the terms or conditions of this permit or that such action would otherwise be in the public interest.
12. The Corps of Engineers may suspend, modify, or revoke this general permit if it is found in the public interest to do so.
13. Activities proposed for authorization under the PGP must comply with all other necessary federal, state, and/or local permits, licenses, or approvals. Failure to do so would result in a violation of the terms and conditions of PGP.

14. The permittee shall permit the District Commander or his authorized representative(s) or designee(s) to make periodic inspections of the project site(s) and disposal site(s) if different from the project site(s) at any time deemed necessary in order to assure that the activity being performed under authority of this permit is in accordance with the terms and conditions prescribed herein.

15. This general permit does not convey any property rights, either in real estate or material, or any exclusive privileges; and it does not authorize any injury to property or invasion of rights or any infringement of federal, state, or local laws or regulations nor does it obviate the requirements to obtain state or local assent required by law for the activity authorized herein.

16. In issuing authorizations under this permit, the federal government will rely upon information and data supplied by the applicant. If, subsequent to the issuance of an authorization, such information and data prove to be false, incomplete, or inaccurate, the authorization may be modified, suspended, or revoked, in whole or in part.

17. For activities resulting in sewage generation at the project site, such sewage shall be processed through a municipal sewage treatment system or, in areas where tie-in to a municipal system is not practical, the on-site sewerage system must be approved by the local parish sanitarian before construction.

18. Any modification, suspension, or revocation of the PGP, or any individual authorization granted under this permit, will not be the basis for any claim for damages against the United States.

19. Additional conditions deemed necessary to protect the public interest may be added to the general permit by the District Commander at any time. If additional conditions are added, the public will be advised by public notice. Individual authorizations under the PGP may include special conditions deemed necessary to ensure minimal impact and compliance with the PGP.

20. The PGP is subject to periodic formal review by MVN and OCM in coordination with the Environmental Protection Agency, US Fish and Wildlife Service, the National Marine Fisheries Service, and the Louisiana Department of Wildlife and Fisheries. Comments from reviewing agencies will be considered in determination as to whether modifications to the general permit are needed. Should the District Commander make a determination not to incorporate a change proposed by a reviewing agency, after normal negotiations between the respective agencies, the District Commander will explain in writing to the reviewing agency the basis and rationale for his decision.

21. CEMVN retains discretion to review the PGP, its terms, conditions, and processing procedures, and decide whether to modify, reissue, or revoke the permit. If the PGP is not modified or reissued within 5 years of its effective date, it automatically expires and becomes null and void.

22. 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.

23. 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 as described in Special Condition 25 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.

24. 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.

25. If you sell the property associated with this permit, you must provide this office with a copy of the permit and a letter noting your agreement to transfer the permit to the new owner and the new owner's agreement to accept the permit and abide by all conditions of the permit. This letter must be signed by both parties.

26. Many local governing bodies have instituted laws and/or ordinances in order to regulate dredge and/or fill activities in floodplains to assure maintenance of floodwater storage capacity and avoid disruption of drainage patterns that may affect surrounding properties. Your project involves dredging and/or placement of fill; therefore, you must contact the local municipal and/or parish governing body regarding potential impacts to floodplains and compliance of your proposed activities with local floodplain ordinances, regulations or permits.

27. In issuing authorizations under this permit, the federal government does not assume any liability for: damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes; 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; damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit, and; design or construction deficiencies associated with the permitted work.

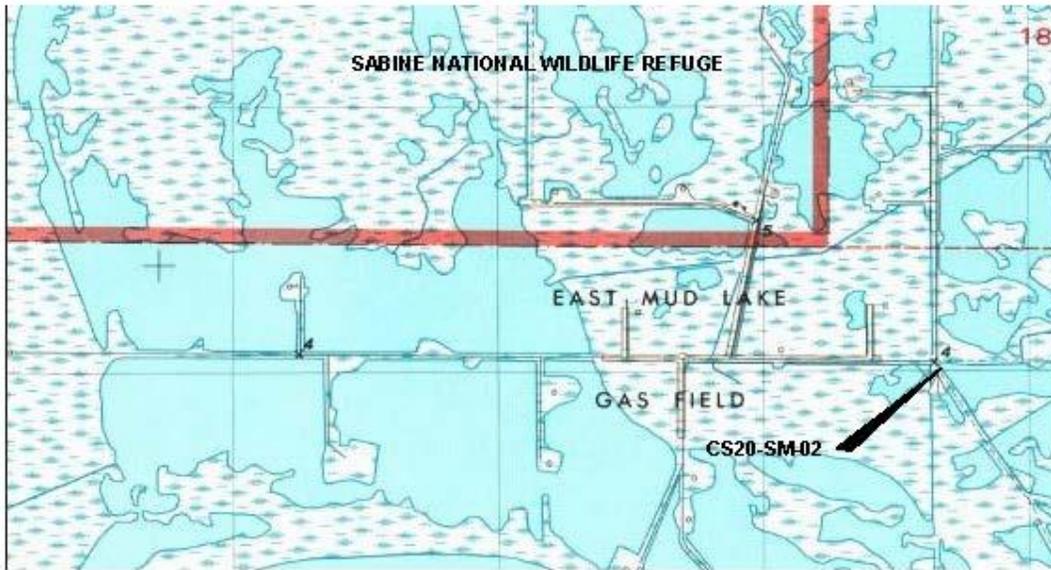
**APPENDIX C: DIRECTIONS TO BOAT LAUNCH**

## Directions to Launch in Holly Beach

From I-10 in Sulphur, Louisiana, Exit 20 – La 27 and travel south on La 27 approximately 31.5 miles. Turn left onto a private gravel road and continue east to boat launch. Once at boat launch, refer to the Project Location map on page 2 of the project drawings for further directions.



**APPENDIX D: SURVEY CONTROL**



**VICINITY MAP** Scale: 1" = 2000'

Reproduced from USC&GS "HOLLY BEACH" Quadrangle

**Station Name:** "CS20-SM-02"

**Monument Location:** From the draw bridge in Hackberry, LA, proceed south on State Highway 27 for 15.9 miles to a limestone field road on the left. Turn left on field road and proceed easterly for approximately 2.5 miles to a limestone field road leading north and the monument on the right. The monument is located south-southeast of the road intersection.

**Monument Description:** NGS style floating sleeve monument; datum point set on 9/16" stainless steel rods driven 56 feet to refusal, set in sand filled 6" PVC pipe with access cover and set in concrete 8 inches above ground.

**Stamping:** "CASTEX 1"

**Monument Established By:** John Chance Land Surveys, Inc.

**Updated By:** Lonnie G. Harper & Associates, Inc. **Date:** February 2017

**For:** Coastal Protection and Restoration Authority

**Adjusted NAD83 (2011) Epoch 2010.00 Geodetic Position**

Lat. 29° 49' 46.95743" N  
Long. 93° 23' 40.73898" W

**Adjusted NAD83 (2011) Epoch 2010.00 Datum L.S.Z. (1702) Ft**

N= 489,635.468  
E= 2,616,714.839

**Adjusted NAVD88 (2011) Epoch 2010.00. (Geoid 12B)**

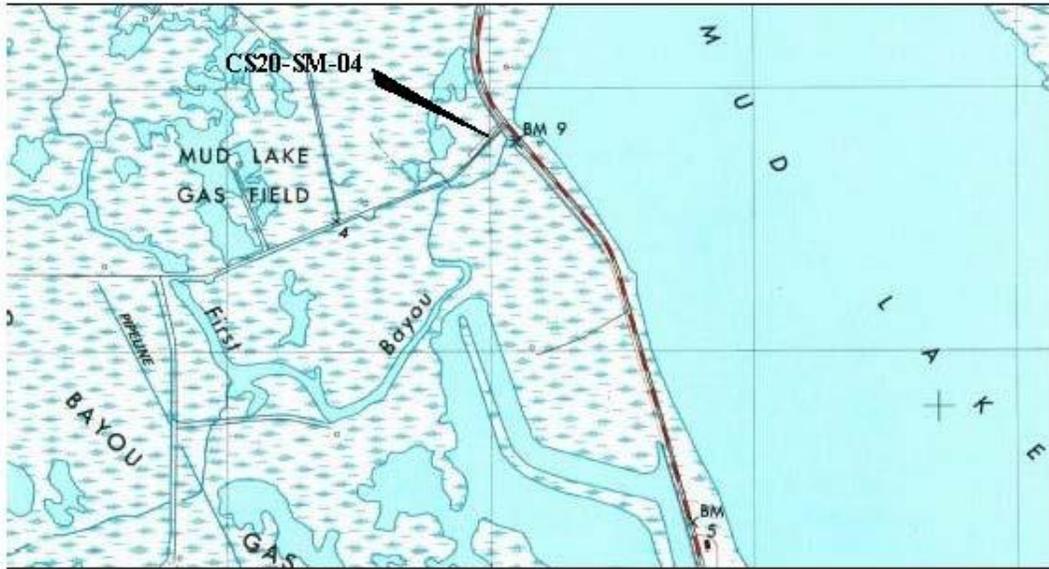
1.166 Feet / 0.355 Meters.  
Ellipsoid Height = -26.407 m  
Geoid12B Height = -26.762 m

**FOR REFERENCE ONLY**

**NAVD88 (2002)**

Elevation: 2.15 feet / 0.657m  
Ellipsoid Height: -26.185m  
Geoid99 Height: -26.842m





**VICINITY MAP** Scale: 1" = 2000'

Reproduced from USC&GS "HOLLY BEACH" Quadrangle

**Station Name:** "CS20-SM-04"

**Monument Location:** From the draw bridge in Hackberry, LA., proceed south on State Highway 27 for 18 miles to an entrance to a limestone field road just north of the First Bayou bridge. Turn right and proceed southwesterly to a sign on metal posts and the monument is on the right. The monument is located immediately behind the sign.

**Monument Description:** NGS style floating sleeve monument; datum point set on 9/16" stainless steel rods driven 40 feet to refusal, set in sand filled 6" PVC pipe with access cover and set in concrete 2 inches above ground.

**Stamping:** "FIRST BAYOU"

**Monument Established By:** John Chance Land Surveys, Inc.

**Updated By:** Lornie G. Harper & Associates, Inc. **Date:** February 2017

**For:** Coastal Protection and Restoration Authority

**Adjusted NAD83 (2011) Epoch 2010.00 Geodetic Position**

Lat. 29° 48' 03.35815"N  
Long. 93° 28' 33.52333" W

**Adjusted NAD83 (2011) Epoch 2010.00 Datum LSZ (1702) Ft**

N= 479,453.596  
E= 2,601,303.696

**Adjusted NAVD88 (2011) Epoch 2010.00, (Geoid 12B)**

0.724 Feet / 0.221 Meters.  
Ellipsoid Height = -26.407 m  
Geoid12B Height = -26.762 m

**FOR REFERENCE ONLY**

**NAVD88 (2002)**

Elevation: 1.72 feet / 0.526m  
Ellipsoid Height: -26.263m  
Geoid99 Height: -26.789m



**APPENDIX E: DAVIS-BACON WAGE REQUIREMENTS**

General Decision Number: LA180006 02/09/2018 LA6

Superseded General Decision Number: LA20170006

State: Louisiana

Construction Type: Heavy

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	01/26/2018
2	02/09/2018

ELEC0130-007 12/01/2017

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

	Rates	Fringes
ELECTRICIAN.....	\$ 30.49	11.60

ELEC0194-006 09/04/2017

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

	Rates	Fringes
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ELECTRICIAN

Lineman and Heavy  
 Equipment Operator.....\$ 28.25                      11.35

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 ELEC0446-004 01/01/2018

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

	Rates	Fringes
ELECTRICIAN.....	\$ 23.71	1%+11.60

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 ELEC0576-002 09/01/2017

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

	Rates	Fringes
ELECTRICIAN.....	\$ 24.75	4.25%+7.35

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 ELEC0861-004 09/01/2017

ALLEN, BEAUREGARD, CAMERON, IBERIA, JEFFERSON DAVIS, ST. MARY  
 (Southwest of Atchafalaya River), AND VERMILION PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 27.58	12.90

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 ELEC0995-002 12/04/2017

EAST FELICIANA, IBERVILLE, POINTE COUPEE, ST. HELENA, AND WEST  
 FELICIANA PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 25.35	10.98

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 \* ELEC1077-005 12/01/2017

TANGIPAOHA and WASHINGTON PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 24.26	3%+8.52

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 SULA2004-008 05/19/2004

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

Laborers:

Common.....	\$ 7.60	0.00
Pipelayer.....	\$ 8.47	0.00
PIPEFITTER (excluding pipelaying).....	\$ 18.75	4.05
Power equipment operators:		
Backhoe/Excavator.....	\$ 11.67	0.00
Boring Machine.....	\$ 10.25	0.00
Bulldozer.....	\$ 11.82	0.00
Crane.....	\$ 13.60	0.00
Dragline.....	\$ 13.12	0.00
Front End Loader.....	\$ 9.93	0.00
Mechanic.....	\$ 12.50	0.00
Trackhoe.....	\$ 11.99	0.00
Tractor.....	\$ 10.43	0.00
Water Well Driller.....	\$ 10.73	2.01
Truck drivers:		
Dump.....	\$ 10.00	0.00
Water.....	\$ 8.00	0.00

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

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

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

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

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION