BID DOCUMENTS FOR THE

CAMERON MEADOWS MARSH CREATION AND TERRACING PROJECT (CS-0066)

CAMERON PARISH, LOUISIANA



STATE OF LOUISIANA COASTAL PROTECTION AND RESTORATION AUTHORITY

FEBRUARY 2020

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LIST OF DRAWING SHEETS

SHEET NO. DESCRIPTION

1	TITLE SHEET
2	GENERAL NOTES
3	SUMMARY OF ESTIMATED QUANTITIES
4	PROJECT LAYOUT - BASE BID
5	BORROW AREA PLAN VIEW
6	TYPICAL BORROW AREA SECTION
7	MARSH CREATION AND EARTHEN TERRACE LAYOUT
8	MARSH CREATION AREA LAYOUT - ALT. 1 AND ALT. 2
9-10	MARSH CREATION AREA TYPICAL SECTIONS
11	TYPICAL EARTHEN TERRACE DETAILS
12	EARTHEN TERRACE COORDINATES
13	TYPICAL EARTHEN TERRACE SECTIONS
14-30	DREDGE PIPELINE AND EQUIPMENT ACCESS CORRIDOR LAYOUT
31	LA. HIGHWAY 82 CROSSING PLAN VIEW
32	LA. HIGHWAY 82 PHASE 1 PLAN VIEW - CASING PIPE INSTALLATION SEQUENCE
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35	LA. HIGHWAY 82 OPEN CUT EXCAVATION TYPICAL SECTION
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38	TEMPORARY PIPELINE MARKER AND CASING PIPE CAP/MARKER DETAIL
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40	LA. HIGHWAY 82 CROSSING MILL AND OVERLAY TYPICAL SECTION
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42	ROAD CROSSING DETAIL - LONG BEACH OR CAMERON MEADOWS OILFIELD ROAD
43	ROAD/DRIVEWAY CROSSING - BURIED
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56-58	MARSH CREATION AREA CROSS SECTIONS
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62-63	BORROW AREA CROSS SECTIONS

ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Coastal Protection and Restoration Authority, 150 Terrace Avenue, 4th Floor Conference Center, Baton Rouge, Louisiana 70802 until <u>2:00 P.M., Tuesday, March 31, 2020.</u>

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: Cameron Meadows Marsh Creation and Terracing Project Cameron Parish, Louisiana

PROJECT NUMBER: CS-0066

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit from <u>http://coastal.la.gov/resources/rfps-rsiqs-contracts/bids/</u>. 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 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 <u>MANDATORY</u> PRE-BID CONFERENCE WILL BE HELD at <u>10:00 AM</u> on <u>Wednesday, March 11, 2020</u> at <u>1222 Cameron Meadows Road, Johnsons Bayou, LA 70631</u>

A <u>MANDATORY</u> JOBSITE VISIT WILL BE HELD <u>IMMEDIATELY FOLLOWING</u> on <u>Wednesday, March 11, 2020</u> at <u>1222 Cameron Meadows Road, Johnsons Bayou, LA 70631</u>

Contact Jessica Diez at (225) 342-1477 if directions are needed to the Mandatory Pre-Bid Conference or the Mandatory Jobsite Visit. 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 <u>not</u> have access to the features located on private property. The jobsite visit will begin with the portion of the project area accessible only by airboat. Contractors shall be responsible for providing their own airboat and any rental and boat launching fees. **The Hold Harmless Agreement, Appendix M, is <u>required</u> to attend the Mandatory Jobsite Visit.**

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of <u>Heavy</u> <u>Construction or Dredging</u>. 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 LAWRENCE B. HAASE, EXECUTIVE DIRECTOR

INSTRUCTIONS TO BIDDERS

COMPLETION TIME:

The Bidder shall agree to fully complete the contract within **Four Hundred (400)** consecutive calendar days for the Base Bid, an additional **Fifty (50)** consecutive calendar days for Additive Alternate No. 1, and an additional **Sixty (60)** consecutive calendar days for Additive Alternate No. 2, 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 **Three Thousand One Hundred Thirty Dollars (\$3,130.00)** 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. (La. R.S. 38:2295(C)) 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 The Bidder shall ensure that all applicable blanks on the Bid Form are completely and accurately filled in.

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. Unit prices are incorporated into the base bid or alternates, as indicated on the Unit Price Form, but are not the sole components thereof.

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

5.1.8 Written evidence of the authority of the person signing the bid for the public work shall be submitted in accordance with La. R.S. 38:2212(B)(5).

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 fifteen (15) 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, <u>and license number</u> of the Bidder. The envelope shall not contain multiple bid forms, 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. 0. 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, unintentional, and substantial mechanical, clerical or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, 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.

5.5 Prohibition of Discriminatory Boycotts of Israel

By submitting its bid, the bidder certifies and agrees that the following information is correct:

In preparing its bid, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israel-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject any bids if this certification is subsequently determined to be false and to terminate any contract awarded based on such a false response.

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 a Work Plan and Progress Schedule prior to the Pre-Construction Conference in conformance with applicable sections of the General and 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 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

In accordance with La. R.S. 38:2227 [references La. R.S. 38:2212(A)(3)(c)(ii), which has since been renumbered as La. R.S. 38:2212(B)(3)], La. R.S. 38:2212.10 and La. R.S. 23:1726(B) the apparent low bidder on this project shall 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 to the Coastal Protection and Restoration Authority contact person listed in the Advertisement For Bids within 10 days <u>after</u> 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-infact. 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 After award of the Contract, the successful Bidder, if a corporation, shall furnish to the Owner the most current copy of a Disclosure of Ownership Affidavit on file with the Secretary of State.

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	BID FOR:	Cameron Meadows
	150 Terrace Avenue		Marsh Creation and
	Suite 100	_	Terracing Project
	Baton Rouge, LA 70802	_	(CS-0066)
	(Owner to provide name and address of owner)	(Ow)	ner to provide name of project and other identifying information)

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

 Authority
 and dated:
 February 2020.

 (Owner to provide name of entity preparing bidding documents.)
 February 2020.

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 (Add Marsh Creation Area 2, Add Earthen Containment Dikes) for the lump sum of:

	Dollars (\$)
Alternate No. 2 (Add Marsh Creation Area 3, Add Earthen Containment Dikes, Deduct T	<i>Terraces</i>) for the lump sum of:	
	Dollars (\$)
Alternate No. 3 (Owner to provide description of alternate and state whether add or dedu	<i>ct</i>) for the lump sum of:	
Not Applicable	Dollars (\$ <u>Not Applicable</u>)
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 RS 38:2218. A is 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: Cameron Meadows

Marsh Creation and

Terracing Project (CS-0066)

(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:	■Base Bid or □ Alt.# Mobilization and Demobilization (TS-100)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
1	1	Lump Sum			
DESCRIPTION:	■Base Bid or □	Alt.# Equipment Acce	ess Corridor (TS-130)		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
2	1	Lump Sum			
DESCRIPTION:	■Base Bid or □	Alt.# Surveys (TS-200))		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
3	1	Lump Sum			
DESCRIPTION:	■Base Bid or □	Alt.# Daily Bird Abate	ement (TS-211)		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
4	226	Day			
DESCRIPTION:	■Base Bid or □	Alt.# Grade Stakes (T	S-220)		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
5	33	Each			
DESCRIPTION:	■Base Bid or □	Alt.# Instrumented Se	ttlement Plates (TS-251)		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
6	3	Each			
DESCRIPTION:	SCRIPTION: Base Bid or Alt.# Earthen Containment Dikes (TS-300)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
7	17,150	Linear Foot			
DESCRIPTION:	■Base Bid or □	Alt.# Earthen Terrace	s (TS-330)		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
8	14,850	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

TO:	Coastal Protection and Restoration Authority	BID FOR:	Cameron Meadows
	150 Terrace Avenue		Marsh Creation and
	Suite 100		Terracing Project
	Baton Rouge, LA 70802		(CS-0066)
	(Owner to provide name and address of owner)	(0	Owner to provide name of project and other identifying information)

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

DESCRIPTION:	Base Bid or Alt.# Temporary Drainage Control (TS-360)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE		
9	1	Lump Sum			
DESCRIPTION:	■Base Bid or □	Alt.# Hydraulic Dredg	ging and Marsh Creation (TS-400)		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
10	2,360,000	Cubic Yard			
DESCRIPTION:	■Base Bid or □	Alt.# Open Cut Highv	vay Crossing (TS-1100)		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
11	1	Lump Sum			
DESCRIPTION:	■Base Bid or □	Alt.# Highway Milling	and Asphalt Overlay (TS-1101)		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
12	1	Lump Sum			
DESCRIPTION:	Base Bid or	Alt.# 1 Surveys – Ad	dition for Marsh Creation Area 2 (TS-200)		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
13	1	Lump Sum			
DESCRIPTION:	Base Bid or	Alt.# 1 Daily Bird A	batement – Addition for Marsh Creation Area 2 (TS-211)	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
14	20	Day			
DESCRIPTION:	Base Bid or	Alt.# 1 Grade Stakes	- Addition for Marsh Creation Area 2 (TS-220)		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
15	16	Each			
DESCRIPTION:	Base Bid or 🗷 Alt.# 1 Instrumented Settlement Plates – Addition for Marsh Creation Area 2 (TS-251)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
16	2	Each			

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.

TO:	Coastal Protection and Restoration Authority	BID FOR:	Cameron Meadows
	150 Terrace Avenue		Marsh Creation and
	Suite 100		Terracing Project
	Baton Rouge, LA 70802		(CS-0066)
	(Owner to provide name and address of owner)	()	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:	I: Base Bid or 🗷 Alt.# 1 Earthen Containment Dikes – Deduction for Marsh Creation Area 2 (TS-300)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
17	(-) 4,120	Linear Foot			
DESCRIPTION:	Base Bid or 🗷	Alt.# 1 Reduced Hei	ght Earthen Containment Dikes – Addition for Marsh Cr	eation Area 2 (TS-300)	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE		
18	4,120	Linear Foot			
DESCRIPTION:	Base Bid or 🗷	Alt.# 1 Earthen Cont	ainment Dikes – Addition for Marsh Creation Area 2 (T	S-300)	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
19	6,060	Linear Foot			
DESCRIPTION:	Base Bid or	Alt.# 1 Hydraulic Dr	edging and Marsh Creation – Addition for Marsh Creation	on Area 2 (TS-400)	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
20	700,000	Cubic Yard			
DESCRIPTION:	DESCRIPTION: Descr				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
21	1	Lump Sum			
DESCRIPTION:	Base Bid or	Alt.# 2 Daily Bird Ab	patement – Addition for Marsh Creation Area 3 (TS-211))	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
22	60	Day			
DESCRIPTION:	DESCRIPTION: Description: Base Bid or E Alt.# 2 Grade Stakes – Addition for Marsh Creation Area 3 (TS-220)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
23	20	Each			
DESCRIPTION:	Base Bid or 🗷	Alt.# 2 Instrumented	Settlement Plates – Addition for Marsh Creation Area 3	(TS-251)	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
24	4	Each			

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: Cameron Meadows

Marsh Creation and Terracing Project

(CS-0066)

(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:	□ Base Bid or 🗷 Alt.# 2 Earthen Containment Dikes – Deduction for Marsh Creation Area 3 (TS-300)							
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)				
25	(-) 5,810	Linear Foot						
DESCRIPTION:	DN: 🗆 Base Bid or 🗷 Alt.# 2 Reduced Height Earthen Containment Dikes – Addition for Marsh Creation Area 3 (TS-300)							
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)				
26	5,810	Linear Foot						
DESCRIPTION:	N: Base Bid or 🗷 Alt.# 2 Earthen Containment Dikes – Addition for Marsh Creation Area 3 (TS-300)							
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)				
27	7,810	Linear Foot						
DESCRIPTION:	Base Bid or 🗷 Alt.# 2 Earthen Terraces – Deduction for Marsh Creation Area 3 (TS-330)							
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)				
28	(-) 14,850	Linear Foot						
DESCRIPTION:	Base Bid or 🗷 Alt.# 2 Hydraulic Dredging and Marsh Creation – Addition for Marsh Creation Area 3 (TS-400)							
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)				
29	1,000,000	Cubic Yard						
DESCRIPTION:	□Base Bid or □ Alt.# Not Applicable							
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)				
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable				
DESCRIPTION:	□Base Bid or □ Alt.# Not Applicable							
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)				
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable				
DESCRIPTION:	□Base Bid or □ Alt.# Not Applicable							
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)				
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable				

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

KNOW ALL MEN BY THESE PRESENTS:

Date: _____

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

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

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

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

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

PRINCIPAL (BIDDER)

SURETY

BY: _______AUTHORIZED OFFICER-OWNER-PARTNER

BY:_____ AGENT OR ATTORNEY-IN-FACT(SEAL) <u>CAMERON MEADOWS MARSH</u> <u>CREATION AND TERRACING PROJECT</u> Name of Project

CS-0066 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)(b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)
- 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)
 (b) Identity Theft (R.S. 14:67.16)
 (c) False accounting (R.S. 14:70)
 (d) Issuing worthless checks (R.S. 14:71)
- (e) Bank fraud (R.S. 14:71.1)
- (f) Forgery (R.S. 14:72)
- (g) Contractors; misapplication of payments (R.S. 14:202)
- (h) Malfeasance in office (R.S. 14:134)

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.

CS-0066 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 _____, 2020, 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:

<u>Statement of Work</u>: 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. _____

 Project Name ______

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.

<u>Time for Completion</u>: 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.

<u>Compensation to be paid to the Contractor</u>: The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of <u>Dollars (\$)</u> 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 of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 as amended, 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, 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, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. 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 <u>seven (7)</u> counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:	COASTAL PROTECTION AND RESTORATION AUTHORITY				
	BY:				
	Lawrence B. Haase, Executive Director				
	_				
	BY:				
	SURETY:				
	ATTORNEY IN FACT				
	ADDRESS				

TELEPHONE NUMBER

STATE OF LOUISIANA

amended.

<u>PROJECT NO.</u> NAME LOCATION:

AFFIDAVIT

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

(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 _____, 2020.

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. <u>Acceptance</u>: 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. <u>Addenda</u>: 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. <u>Application of Payment</u>: 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. <u>A.S.T.M.</u>: American Society for Testing and Materials.
- e. <u>Bid</u>: An offer or proposal submitted on the prescribed form setting forth the prices for the Work.
- f. <u>Bidder</u>: The person, association of persons, firm, or corporation submitting a proposal for the Work.
- g. <u>Bidding Requirements</u>: The Advertisement for Bids, Instructions to Bidders, Form of Bid Security, if any, and Bid Form with any supplements.
- h. <u>Change Order</u>: 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. <u>Claim</u>: 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. <u>Contract</u>: 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. <u>Contract Documents</u>: 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.

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

- y. <u>Laws and Regulations; Laws or Regulations</u>: Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- z. <u>Materials</u>: 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. <u>Milestone</u>: A principal event specified in the Contract Documents relating to an intermediated completion date or time prior to the Contract Times.
- bb. <u>Notice of Award</u>: 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. <u>Notice to Proceed</u>: The written notice to the Contractor by the Owner which provides the starting date for the Contract Time.
- dd. <u>Owner</u>: The Owner is the State of Louisiana (State) which acts through the Contracting Agency.
- ee. <u>Performance and Payment Bond</u>: 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. <u>Plans</u>: 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. <u>Project Site</u>: The location where the Work is to be performed as stated in the Contract Documents.
- hh. <u>Resident Project Representative</u>: An authorized representative of the Engineer who is responsible to inspect the Work and materials furnished by the Contractor.
- ii. <u>Right-of-way</u>: That entire area reserved for constructing, maintaining, and protecting the proposed improvement, structures, and appurtenances of the Work.
- jj. <u>Samples</u>: 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. <u>Shop Drawings</u>: 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.
- 11. <u>Specifications</u>: 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. <u>Structures</u>: Bridges, plugs, weirs, bulkheads, berms, dams, levees, and other miscellaneous construction encountered during the Work and not otherwise classified herein.
- oo. <u>Subcontractor</u>: 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. <u>Submittals</u>: 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. <u>Successful Bidder</u>: The lowest responsive and responsible Bidder whom the Owner makes an award.
- rr. <u>Special Provisions</u>: That part of the Contract Documents which amends or supplements these General Provisions.
- ss. <u>Surety</u>: 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. <u>Temporary Structures</u>: Any non-permanent structure required while engaged in the prosecution of the Contract.
- uu. <u>Work</u>: All work specified herein or indicated on the Plans.
- vv. <u>Work Plan</u>: 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 Authority 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 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 preconstruction 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 nonconforming 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 or 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 a person or property due to the operations of Contractor; due to negligence in safeguarding the Work, or use of unacceptable materials in constructing the Work; or any negligent act, omission, or misconduct of the Contractor; or claims or amounts recovered under the Workmen's Compensation Act or other law, ordinance, order, or decree; any money due the Contractor as considered necessary by the Owner for such purpose may be retained for use of the State or in case no money is due, the performance and payment bond may be held until such suits, actions, claims for injuries or damages have been settled and suitable evidence to that effect furnished to the Owner; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that adequate Workman's Compensation, Public Liability, and Property Damage Insurance are in effect.

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

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

GP-52 LIABILITY FOR LOSSES BY ACTS OF THE GOVERNMENT

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

GP-53 FINAL INSPECTION AND ACCEPTANCE

Whenever the Work provided for, or contemplated by the contract, has 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, the 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.

The Contractor shall record the Notice of Acceptance with the Clerk of Court in the Parish(s) in which the Work has been performed. The Contractor shall obtain a Certificate of Recordation from the Clerk of Court and forward this Certificate to the Coastal Protection and Restoration Authority contact person listed in the Advertisement for Bids.

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 of 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 19th 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 and filing of the Notice of Acceptance as described in GP-53.

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, debarred, or ineligible from entering into contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

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 Project Site is located in southern Cameron Parish east of Johnson's Bayou, west of Holly Beach and south of Sabine National Wildlife Refuge, approximately 18 miles west of Cameron. Approximate coordinates for the center of the project are 29°48'29.42" N and 93°39'32.23" W (NAD 83).

The Marsh Creation Area is accessible by boat from Cameron Meadows Oil Field Road.

SP-2 WORK TO BE DONE

The Contractor shall provide all labor, materials, and equipment necessary to perform the Work. The Work shall include, but not be limited to, mobilization and demobilization to the Project Site, open cut highway crossing, surveying, hydraulic dredging and placement of dredged material, construction of earthen terraces, earthen containment dikes, dewatering structures, and installation of instrumented settlement plates. The Work shall be performed in accordance with these Specifications and in conformity to the lines, grades, and elevations shown on the Plans or as directed by the Engineer. Quantity calculations, 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 <u>Site Examination</u>: The Contractor shall examine the Project Site and make determinations of the character of the material to be dredged and the condition of the proposed terrace field and marsh creation areas. Material such as logs, stumps, snags, tires, scrap, debris and other obstructions may be encountered within the Project Site. No separate payment for removal and disposal of these obstructions shall be made. No consideration shall be given to any claims for additional payments based on the failure of the Contractor to inspect the Project Site.
- 2.2 <u>Surveying</u>: Prior to construction, a Pre-Construction Survey shall be performed on the marsh creation area(s), borrow areas, earthen containment dike, dike and earthen terrace borrow areas, earthen terraces, dredge pipeline and equipment access corridors, pipeline crossings, grade stakes, and instrumented settlement plates. During construction, process surveys shall be performed for partial Acceptance and payment. After construction is complete, the Contractor shall perform an As-Built Survey for Final Acceptance of the Work.
- 2.3 <u>Instrumented Settlement Plates</u>: Instrumented settlement plates shall be fabricated and installed in the marsh creation area(s) as shown on the Plans.
- 2.4 <u>Grade Stakes</u>: Grade stakes shall be installed in the marsh creation area(s) as required in the Specifications and approved in the Work Plan.
- 2.5 <u>Earthen Containment Dikes</u>: Earthen containment dikes shall be constructed from in-situ soils in order to create full perimeter containment for the marsh creation area(s) as shown on the Plans.
- 2.6 <u>Temporary Drainage Control</u>: An earthen dike and water bladder shall be constructed and installed aid in the drainage of the decanted water to the north.

- 2.7 <u>Dredge Pipeline Corridor and Highway Crossing</u>: A hydraulic dredge pipeline, which facilitates the transfer of dredge material from the marsh creation borrow area to the marsh creation area(s), shall be installed along the proposed corridor shown on the Plans. This corridor includes the installation of a permanent casing pipe to facilitate the temporary sediment pipeline across Louisiana Highway 82 (LA 82). The Contractor shall provide any proposed modifications to the corridor in the Work Plan.
- 2.8 <u>Marsh Creation Area(s)</u>: Fill material shall be dredged from the marsh creation borrow area and placed in the marsh creation area(s) shown on the Plans.
- 2.9 <u>Earthen Terraces</u>: Earthen terraces shall be constructed from in-situ soils as shown on the Plans.
- 2.10 <u>Use of Equipment</u>: 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. The Contractor shall be responsible for returning all disturbed wetlands to pre-construction conditions at no additional expense to the Owner.
- 2.11 <u>Existing Infrastructure</u>: The Contractor shall be responsible for investigating, locating, and protecting all existing facilities, structures, utilities, and pipelines on, above, or under the surface of the Project Site. The Owner shall not be held responsible for damage to the Contractor's equipment, employees, subcontractors, adjacent property owners, or anyone else connected with this project due to encountering objects above and below the water line and existing ground.

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

Milestone	Location or	Due Date
	Recipient	
Bid Advertisement	Publications	As advertised
Mandatory Pre-Bid Conference and Site Visit (GP-5)	Location provided in Advertisement for Bids	Provided in Advertisement for Bids
Questions on Bid Documents (GP-5 and SP-5)	Submit to CPRA	Provided in Instructions to Bidders
Effective Date of Contract	Contractor and Owner	Stated in Contract
Start of Contract Time	Contractor and Owner	Stated in Notice to Proceed
List of all Subcontractors (GP- 19)	Submit to Engineer	Prior to awarding any subcontracts

SP-3 CONTRACT MILESTONES

Milestone	Location or Recipient	Due Date
Work Plan (GP-8	Submit to Engineer	Fourteen (14) days prior to Pre-
and SP-7)	Subline to Engineer	Construction Conference
Progress Schedule	Submit to Engineer	Fourteen (14) days prior to starting
(GP-9)		construction, monthly thereafter
Daily Progress	Submit to Resident Project	12:00 pm each day from mobilization to
Report (GP-10)	Representative (RPR),	demobilization
	Engineer, CPRA Project	
	Engineer, CPRA Project	
	Manager, and NOAA-	
	NMFS PM (contact info to	
	be provided at pre-	
	construction conference)	
USCG Notice to	Submit to Engineer	Prior to mobilization of the dredge and
Mariners (SP-17)		dredge pipeline
Pre-Construction	Contractor, Engineer and	Scheduled by the Engineer after the
Conference (GP-14)	Resident Project	Notice to Proceed is issued
	Representative	
LA 82 Crossing	Contractor, Engineer,	Scheduled by the Engineer after the
Pre-Construction	Resident Project	Notice to Proceed is issued
Meeting with LA	Representative, and LA	
DOTD	DOTD (at Lake Charles District)	
Progress Meetings	Engineer and Resident	Bi-weekly
and Reports (GP-13,	Project Representative	DI-weekiy
GP-39)	roject Representative	
Pre-Construction	Submit to Engineer	Fourteen (14) working days prior to
Survey (TS-200)	Subline to Engineer	anticipated start of Construction
Process Surveys	Submit to Engineer	Five (5) working days after notification
(TS-200)		that field data collection for each
		process survey is complete
As-Built Survey	Submit to Engineer	Draft due five (5) working days prior to
(TS-200)		Final Inspection. Final due fourteen
· · · ·		(14) working days after Final
		Inspection.
As-Built Drawings	Submit to Engineer	Five (5) working days prior to Final
		Inspection. Final due fourteen (14)
		working days after Final Inspection.
Written Notice of	Submit to Engineer	Upon substantial completion of the
Completion of		Work
Work (GP-53)		
End of Contract	Contractor and Owner	Provided in Instructions to Bidders
Time	l	

SP-4 DELIVERABLES

4.1 <u>Prior to Construction</u>: The Contractor shall provide the following information to the Engineer at the Pre-Construction Conference:

- 4.1.1 Updates to the Work Plan and Progress Schedule based on comments from the Engineer;
- 4.1.2 Updates to the dredge or equipment data sheets;
- 4.1.3 Proposed changes to the layout of the Work;
- 4.1.4 Records of communication between the Contractor and private property owners, pipeline operators, government agencies, etc.
- 4.2 <u>During Construction</u>: The Contractor shall provide the following information to the Engineer during construction:
 - 4.2.1 The results of all surveys and calculations as specified in TS-200;
 - 4.2.2 Progress Schedule as specified in GP-9;
 - 4.2.3 Daily Progress Reports as specified in GP-10;
 - 4.2.4 Copies of all inspection and monitoring reports;
 - 4.2.5 All Change Orders, Field Orders, Claims, Clarifications, and Amendments;
 - 4.2.6 Results of any materials testing;
 - 4.2.7 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;
 - 4.2.8 The Contractor shall contact the Engineer a minimum of five (5) working days prior to the anticipated completion of the Work in order to schedule the final inspection.
- 4.3 <u>Post Construction</u>: The following documents shall also be submitted to the Engineer after completion of the Work:
 - 4.3.1 As-Built Drawings shall show revisions such as field or change orders, shall be noted, shown in red, and be easily distinguishable from the original design.

SP-5 CONTACT INFORMATION

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

Coastal Protection and Restoration Authority (CPRA) 150 Terrace Avenue Baton Rouge, LA 70802 Attn: Allison Richard Phone: 225-342-5453 Fax: 225-800-5599

Email: <u>cpra.bidding@la.gov</u>

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

CPRA Engineer	CPRA Engineer of Record
Dion Broussard, P.E.	Tye Fitzgerald, P.E.
635 Cajun Dome Blvd., Suite 203A	P.O. Box 44027
Lafayette, LA 70506	Baton Rouge, LA 70804
Phone: (337) 482-0686	Phone: (225) 342-6507
Fax: (337) 482-0687	Fax: (225) 800-5596
E-mail: Dion.Broussard@LA.GOV	E-Mail: tye.fitzgerald@la.gov

The Owner and Engineer shall submit all written Claims, Field Orders, Change Orders and all other documentation to the Contractor at the address indicated on the Bid.

SP-6 INSURANCE AND BONDS

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

6.1 <u>Minimum Scope and Limits of Insurance</u>

6.1.1 Worker's Compensation

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

6.1.2 Commercial General Liability

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

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

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

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

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

6.1.3 Automobile and Watercraft Liability

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

NOTE: If the Contractor does not own 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.

6.1.4 Excess Umbrella

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

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

Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit of not less than \$1,000,000 per claim. A claimsmade 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.

6.1.6 Deductibles and Self-Insured Retentions

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

6.2 Other Insurance Provisions

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

6.2.1 Worker's Compensation and Employers Liability Coverage

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

6.2.2 General Liability Coverage

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

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

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

6.2.3 All Coverages

Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after thirty (30) days written notice has been given to the Owner. Ten(10)-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

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

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

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

6.2.4 Acceptability of Insurers

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

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

6.2.5 Verification of Coverage

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

The Certificate Holder must be listed as follows:

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

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

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

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

6.2.6 Subcontractors

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

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

6.2.7 Worker's Compensation Indemnity

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

6.2.8 Indemnification/Hold Harmless Agreement

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

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

6.3 <u>Performance and Payment Bond</u>

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

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

SP-7 WORK PLAN SUPPLEMENTAL

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

- 7.1 The field equipment, methodology and software to be used for survey data collection, postprocessing, and calculations of quantities;
- 7.2 Hydraulic Dredge Data Sheet in Appendix J;
- 7.3 Equipment Data Sheet in Appendix K;
- 7.4 Layout of equipment staging and booster pump area(s);
- 7.5 Layout and schedule for equipment access corridors;
- 7.6 Layout and schedule for the permanent casing pipe and LA 82 crossing;
- 7.7 Layout and schedule for LA 82 pavement and overlay;
- 7.8 Layout and schedule for the dewatering channelization features;
- 7.9 Layout and schedule for construction of the earthen containment dikes;
- 7.10 Layout and schedule for gapping all earthen containment dikes;
- 7.11 Layout and schedule for construction of the internal training dikes if proposed to be constructed by the Contractor;
- 7.12 Dike breach repair procedures and communications protocol;
- 7.13 Layout and schedule for dredging the marsh creation borrow area;
- 7.14 Layout and schedule for installing and removing all portions (Trunk and laterals) of the dredge pipeline. This information shall include the type, diameter and length of the dredge pipeline;
- 7.15 Layout for the installation of protection measures at all equipment and pipeline crossings;
- 7.16 Layout and schedule for dredged material placement into the marsh creation area(s);
- 7.17 Layout and schedule for dewatering the marsh creation area(s), including proposed locations of the dewatering structures;
- 7.18 Layout and schedule for construction of the earthen terraces.

SP-8 FAILURE TO COMPLETE ON TIME

For each day the Work remains incomplete beyond the Contract Time, as specified in the Instructions to Bidders, or Extension of Contract Time, as specified in GP-44, the sum of three-thousand one-hundred-thirty dollars (\$3,130) 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-9 TRANSPORTATION

The Contractor shall provide a safe and reasonable means of transportation to and from the, staging area(s) and Project Site for the Engineer, Engineer of Record, Resident Project Representative, and Federal Sponsor. The schedule and pickup location shall be arranged by the Owner with the Contractor prior to mobilization.

During mobilization, construction layout, construction, demobilization, and until Final Inspection and Acceptance, should the Contractor utilize a quarters barge, or quarters and stay at the project area overnight, then the Contractor shall provide room and board for the Resident Project Representative.

The Contractor shall provide the Engineer, Inspector, Federal Sponsor, and other representatives from the State daily access to an air boat (four passenger capacity) and cabin boat (for access to the hydraulic dredge), as necessary, to properly inspect the various project features during the duration of construction activities. The Contractor shall supply an operator, fuel, and maintain the air boat and cabin boat. All mechanical malfunctions of the air boat shall be repaired within twelve (12) hours.

In the event that the Contractor refuses, neglects, or delays compliance with the requirements of this provision, the Owner may obtain and use other necessary 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-10 OFFICE FOR OWNER

The Contractor shall provide an office for the Engineer and Resident Project Representative at the Project Site. This office shall be for the sole use of the Engineer or Resident Project Representative, suitably sized, and provided with lighting, heat, air conditioning, sufficient electrical outlets for a computer workstation, and a high-speed internet connection. The office furnishings shall include a work table, stool, two chairs, and locking doors for security purposes.

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

SP-11 LANDOWNER AND PIPELINE REQUIREMENTS

The Owner has executed temporary easement, servitude, right-of-way agreements, Letters of No Construction, or Notices of Construction required to perform the Work at the Project Site from the landowners, utilities, and pipeline operators (Grantors) listed below. Copies of the executed agreements with the grantors are included in the Landrights Memorandum in Appendix D. The Contractor shall abide by the stipulations set forth by the executed agreements. The Contractor shall notify all grantors at least five (5) days prior to initiation of access to the said lands for the purpose of work planning, implementing, constructing, operating, modifying, monitoring and maintaining the Project Site or as otherwise stipulated in

the executed agreements. The Contractor shall abide by the stipulations set forth by the respective landowners below:

DP Land, LLC

Attn: William J. Doré 120 Pujo Street, Suite 300 Lake Charles, LA 70601 Email: <u>billd@doreenergy.com</u> Phone: (337) 436-6084 <u>Additional Points of Contact</u> Richard Timpa, Doré Energy Phone: (337) 478-1629 Colton Sanner, Doré Energy Phone: (337) 853-4550 John Foret/Coy LeBlanc, CH Fenstermaker Email: <u>jdforet@fenstermaker.com</u>; <u>coy@fenstermaker.com</u> Phone: (337) 232-3299

Albert John Crain et al.

Attn: Albert John Crain P.O. Box 6510 Lake Charles, LA 70606 Phone: (337) 912-3073

Columbia Gulf Transmission Company

Attn: Rick Lopez 5799 Church Point Highway Rayne, LA 70578 Email: ricardo_lopez@transcanada.com Phone: (337) 334-3151

Crain Brothers Ranch, Inc.

Attn: Duncan R. Crain P.O. Box 4008 Lake Charles, LA 70606 Email: <u>drcrain52@yahoo.com</u> Phone: (337) 540-4342

M.A. Domatti Management Trust

Attn: Howard Romero 7831 Park Lane No. 143 Dallas, TX 75225 Email: <u>howard.romero@industriallogistics.com</u> Phone: (409) 289-1314

Office of State Lands, Division of Administration ("OSL") Attn: Jonathan Robillard

P.O. Box 44124 Baton Rouge, LA 70804

The Contractor shall add all grantors as additional insured. It is also agreed and understood that the Contractor will at all times indemnify and hold harmless all landowners from and

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

The Contractor shall notify all pipeline and utility companies at least forty-eight (48) hours in advance of any construction work. All pipelines located within one hundred fifty feet (150') of the dredge pipeline corridor, booster pump and staging areas, earthen containment dike, earthen terrace, dewatering channelization features, marsh creation area(s), marsh creation borrow area, and equipment access corridors shall be probed and their locations marked with buoys or flagged stakes prior to any excavation or installation of the dredge pipeline, for the duration of construction activities. The Contractor shall maintain all buoys and flagged stakes during construction.

AG Environmental

The Williams Companies Transcontinental Gas Pipe Line Company, LLC Attn: Samuel C. Reed, P.G., C.H.M.M. 2800 Post Oak Blvd, Suite 900 Houston, TX 77056 Email: <u>Samuel.Reed@williams.com</u> Phone: (832) 244-2358

Cheniere Creole Trail Pipeline, LP

Attn: Jonathan Rosenbaum 700 Milam Street, Suite 600 Houston, TX 77002 Email: jonathan.rosenbaum@cheniere.com Phone: (713) 375-5720 Columbia Gulf Transmission Company Rayne South Pipeline Attn: Rick Lopez 5799 Church Point Highway Rayne, LA 70578 Email: <u>ricardo_lopez@transcanada.com</u> Phone: (337) 334-3151

Doré Energy Corporation

Attn: William Doré 120 West Pujo Street, Suite 300 Lake Charles, LA 70801 Email: <u>bill@doreenergy.com</u> Phone: (337) 436-6084 Additional Points of Contact Richard Timpa, Doré Energy Phone: (337) 478-1629 Cotton Sanner, Doré Energy Phone: (337) 853-4550 John Foret/Coy LeBlanc, CH Fenstermaker Email: jdforet@fenstermaker.com; coy@fenstermaker.com Phone: (337) 232-3299

Enlink Midstream Company

Attn: Robin Roberts 1722 Routh St., Suite 1300 Dallas, TX 75201 Email: <u>robin.roberts@enlink.com</u> Phone: (337) 775-9092

Harvest Pipeline Company

Attn: Mark Bordelon 12317 Hwy 90 East Jeanerette, LA 70544 Email: <u>mbordelon@hilcorp.com</u> Phone: (337) 422-1343

Kinetica Partners, LLC

Attn: Kurt Cheramie 224 Aviation Road Houma, LA 70363 Email: <u>kurt.cheramie@kineticallc.com</u> Phone: (985) 209-2283

Natural Gas Pipeline Company of America LLC

Attn: Rick Sellers 15449 Parish Line Road Kinder, LA 70648 Email: <u>rick sellers@kindermorgan.com</u> Phone: (337) 738-6144

Talos Energy LLC

Attn: Si Latiolais 15449 Parish Line Road Kinder, LA 70648 Email: <u>latiolaisSM@StoneEnergy.com</u> Phone: (337) 237-0410

Targa Resources

Attn: Donnie Barber 1399 Davidson Road Sulphur, LA 70665 Email: <u>DonnieBarber@targaresources.com</u> Phone: (337) 377-1801 Additional Point of Contact Grant Gremillion 1399 Davison Road Sulphur, LA 70665 Email: ggremillion@targaresources.com Phone: (337) 912-5872

No excavation, anchors or spuds shall be permitted within fifty (50) feet of any pipeline or utility unless specified otherwise in the Contract Documents. No dredging shall be permitted within five hundred (500) feet of any existing pipeline or utility in the borrow area unless specified otherwise in the Contract Documents.

SP-12 OYSTER LEASE AND SEED GROUND RESTRICTIONS

There are no known existing oyster leases or seed grounds near or within the boundaries of the Project Site.

SP-13 THREATENED AND ENDANGERED SPECIES

During in-water work in areas that potentially support manatees all personnel associated with the project should be instructed about the potential presence of manatees, manatee speed zones, and the need to avoid collisions with and injury to manatees. All personnel should 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 should 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 Contractor shall insure the following are adhered to:

- All work, equipment, and vessel operation should 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 should 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 should follow routes of deep water whenever possible.
- If used, siltation or turbidity barriers should 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 should be posted prior to and during all in-water project activities and removed upon completion. Each vessel involved in construction activities should display at the vessel control station or in a prominent location, visible to all employees operating the vessel, a temporary sign at least 8¹/₂ " X 11" reading language similar to the following: "CAUTION BOATERS: MANATEE AREA/ IDLE SPEED IS REQUIRED IN CONSTRUCTION AREA AND WHERE THERE IS LESS THAN

FOUR FOOT BOTTOM CLEARANCE WHEN MANATEE IS PRESENT". A second temporary sign measuring 8¹/₂ " X 11" should be posted at a location prominently visible to all personnel engaged in water-related activities and should 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 should be immediately reported to the Service's Louisiana Ecological Services Office (337/291-3100) and the Louisiana Department of Wildlife and Fisheries, Natural Heritage Program (225/765-2821). Please provide the nature of the call (i.e., report of an incident, manatee sighting, etc.); time of incident/sighting; and the approximate location, including the latitude and longitude coordinates, if possible.

SP-14 NOTIFICATION OF DISCOVERY OF HISTORICAL OR CULTURAL SITES

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

SP-15 NAVIGATION

Navigable waterways shall not be impaired except as allowed by applicable laws or regulations. Dredging of access channels shall not be permitted unless otherwise specified in the Contract Documents. It is the responsibility of the Contractor to select equipment that can navigate from a maintained navigation channel to the Project Site without deepening or widening existing water bottoms unless otherwise specified in the Contract Documents. All equipment shall remain floating at all times during transit to the Project Site. The Contractor shall obtain NOAA Nautical Charts and/or other charts to become familiar with the water bottom depths in the vicinity of the Project Site.

SP-16 VESSEL-SHORE TRANSFERS

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

SP-17 NOTICE TO MARINERS

The Contractor shall contact the Eighth Coastal Region District of the United States Coast Guard (USCG) at least thirty (30) days prior to mobilization of the hydraulic dredge and installation of the dredge pipeline and provide all necessary information regarding the layout and schedule for the entire dredging operation. This notification must be given in sufficient time so that it appears in the Notice to Mariners at least seven (7) days prior to the commencement of this dredging operation. The USCG shall publish this information in the local notice to mariners. A copy of the original notice and all updates shall be provided to the Engineer.

SP-18 AIDS TO NAVIGATION

The Contractor shall contact the Eighth Coastal Region District of the USCG and determine the type and location of aids to navigation that are required to be installed or removed in order to safely perform the Work. The types of aids to navigation may include warning signs, buoys, beacons or lights. The USCG typically requires that aids to navigation be installed along dredge pipelines, temporary spoil banks and access channels. The Contractor shall also submit a permit application and obtain a permit from the USCG prior to installation or removal of any aids to navigation. The permit application shall include the type, position, color, and dates for installation or removal of all aids to navigation. New aids to navigation shall not be installed in a manner which conflicts with existing aids to navigation. The Contractor shall not otherwise remove, modify, obstruct, willfully damage, make fast to or interfere with any existing aids to navigation. The Contractor shall provide a copy of the permit and permit application to the Engineer at least seven (7) days prior to performing any excavation or hydraulic dredging.

SP-19 FINAL CLEAN-UP

Final clean-up shall include the removal of the Contractor's plant, all equipment, and materials either for disposal or reuse. The Contractor shall remove all non-perishable debris, trash, and garbage from the Project Site prior to final Acceptance. Unless otherwise approved in writing by the Engineer, the Contractor is not permitted to abandon pipelines, cables, pipeline supports, pontoons, or other equipment or materials in the disposal area, pipeline access areas, and water areas, or in any harbors, passes, or inlets, or other areas adjacent to the Project Site. Any stakes or other markers placed by the Contractor shall be removed as a part of the final clean-up. All stakes, including grade stakes, placed as part of the Work, shall be completely removed and not be left buried in the fill.

SP-20 AERIAL PHOTOGRAPHY

Aerial Photography shall be obtained to illustrate pre-construction conditions, verify the progress of Work, and for Final Acceptance. Prior to commencing construction, monthly thereafter, and upon completion of all construction activities, low-elevation color, digital, oblique aerial photography shall be acquired and submitted that shows the progress of the Work. Best efforts shall be made to repeat monthly photographs at the same locations, altitude and viewpoints. Best efforts shall also be made to acquire imagery during good weather for adequate lighting. The pre-construction and post-construction photography shall obtain a project view(s) of the entire Project Site, with best efforts to repeat at the same locations, altitude and viewpoints. Submittals shall include high-resolution aerial photograph(s) in digital (TIF or JPG) format. Each photograph submitted shall include documentation of the horizontal limits displayed. The Contractor shall provide notice to the Engineer and name/contact

information for aerial photography subcontractor a minimum of one week prior to execution of aerial photography. There will be no direct payment for providing the Aerial Photography as described herein. Payment for Aerial Photography shall be included in the lump sum price for Bid Item No. 1, "Mobilization and Demobilization". Unrestricted rights to use of the photos shall be conveyed to the Owner.

SP-21 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL IN STATE PROCUREMENT

By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct:

In preparing its response, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject the response of the bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

SP-22 ALTERNATE BID ITEMS

Should funding be available, alternate bid items will be added to the project and the Contractor will be notified upon receipt of the Notice to Awarded. Bid Alternate #1 adds marsh creation area 2, roughly 111 acres, to the project. Bid Alternate #1 also adds earthen containment dikes to the outer perimeter of marsh creation area 2 and reduced height earthen containment dikes to the section adjacent to marsh creation area 1. The reduced height dike will allow marsh creation area 2 to dewater in to marsh creation area 1. Bid Alternate #2 removes the earthen terraces and adds marsh creation area 3, roughly 138 acres, to the project. Bid Alternate #2 also adds earthen containment dikes to the outer perimeter of marsh creation area 3 and reduced height earthen containment dikes to the section adjacent to marsh creation area 3 and reduced height dike will allow marsh creation area 3 to dewater in to marsh creation area 1. Should both bid alternates be awarded the section of earthen dike between marsh creation areas 2 and 3 shall be a reduced height earthen containment dike.

END OF PART II - SPECIAL PROVISIONS
PART III TECHNICAL SPECIFICATIONS

TS-100 MOBILIZATION AND DEMOBILIZATION

- 100.1 <u>Scope</u>: The Contractor shall furnish all labor and equipment necessary to move personnel, equipment, construction materials (including dredge pipeline), and incidentals to and from the Project Site. This shall include but is not limited to establishing offices, buildings, and other facilities necessary for the Work. As part of this Bid Item, the Contractor shall obtain bonds, required insurance, and include any other Pre-Construction expenses necessary to perform the Work. This section shall exclude the cost of other construction items explicitly listed on the Bid Form. The Contractor shall not perform any Work prior to acceptance of the Work Plan.
- 100.2 <u>Arbitrary Mobilization and Demobilization by Contractor</u>: The Owner will pay for only one Mobilization and Demobilization effort. Should the Contractor choose to demobilize and/or remobilize prior to completing the Work, it shall be performed at no additional expense to the Owner.
- 100.3 <u>Justification of Mobilization and Demobilization Costs</u>: If the Engineer of Record (EOR) determines that the unit price for this Bid Item does not bear a reasonable relation to the amount of Work, the Contractor shall be required to justify the unit price in the Application for Payment using cost data. Failure to justify such price to the satisfaction of the EOR may result in payment of actual Mobilization and Demobilization costs, as determined by the EOR, at the completion of Mobilization and Demobilization, respectively. Payment of the remainder of this item will be made in the final payment under this contract. The determination of the EOR is not subject to appeal.
- 100.4 <u>Ratio of Mobilization and Demobilization Effort/Payment</u>: Twenty-five percent (25%) of the mobilization/demobilization lump sum price will be paid to the Contractor upon confirmation of at least 500 linear feet of earthen containment dike or terrace construction and the Contractor has provided a fully functional Office for Owner as specified in SP-10. Five percent (5%) of the mobilization/demobilization lump sum price will be paid to the Contractor once the section of the dredge pipeline is installed under the LA 82 crossing. Forty-five percent (45%) of the mobilization/demobilization lump sum price will be paid to the Contractor once the hydraulic dredge pipeline, from marsh creation area to the borrow area (less the LA 82 crossing section) and mobilization/arrival of the hydraulic dredge to the Project Site is confirmed. The remaining twenty-five percent (25%) will be paid to the Contractor upon final Acceptance of the Work and confirmation of the removal of all equipment and unused materials.
- 100.5 <u>Measurement and Payment</u>: Payment for Mobilization and Demobilization shall be paid for at the contract lump sum price for Bid Item No. 1, "Mobilization and Demobilization (TS-100)". Payment shall constitute full compensation for moving personnel, equipment, supplies, and incidentals to and from the job site and establishing offices, buildings, and other facilities for the work, obtaining bonds, insurance, permit application fees, and any other associated expenses.

TS-130 EQUIPMENT ACCESS CORRIDOR

- 130.1 <u>Scope</u>: The Contractor shall furnish all materials, labor and equipment necessary to construct the equipment access corridor to perform the Work in accordance with the Plans and these Specifications. This shall include, but not be limited to dredge discharge line crossings, boat launches, booster locations, and staging area improvements.
- Access Limits: All construction equipment must be located within the equipment access 130.2 corridor construction limits shown on the Plans. Excess materials and equipment shall not be stored within the equipment access corridor. Materials not in use shall be stored in the permitted equipment staging areas shown on the Plans. It is the Contractor's responsibility to make minimum necessary improvements to the staging areas as required to perform the Work. If it is necessary to remove existing fencing to facilitate access, then temporary fencing, if required by the land owner, shall be constructed to perform the purposes of the existing fencing. The Contractor shall also provide a cattle crossing location should it be required by the land owner. Existing fencing removed shall be returned to pre-construction conditions, or better, at the Contractor's expense prior to demobilization to the satisfactory of the Owner. Long Beach Road and Cameron Meadows Oilfield Road (Oilfield Road), shown on the Plans, have been permitted to facilitate access to the marsh creation area(s). These roads shall remain accessible to landowners and infrastructure operators during construction. The equipment access corridor (including Long Beach Road and Oilfield Road), booster pump, and staging areas (except the staging area extending west Oilfield Road) shall be returned to pre-construction conditions, at the Contractor's expense prior to demobilization, to the satisfaction of the Owner. Photographs and videography documenting the pre-construction conditions of the equipment access corridor, booster pump, and staging areas, shown on the Plans, shall be submitted to the Engineer prior to work activities, by the Contractor, to provide a baseline for restoration and demobilizations acceptance.
- 130.3 <u>Equipment and Construction Access</u>: Access to the marsh creation borrow area is only available through use of a boat through State authorized water bottoms. The Contractor may be required to cross existing submerged oil and gas infrastructure located at or near the sea floor. The dredge pipe seaward of the beach landing shall be submerged except at the dredge, booster pumps (if required), and at oil and gas infrastructure crossings. In these instances, the dredge pipe shall span over the crossing not touching the sea floor, unless written permission has been obtained from the pipeline owner to place the submerged dredge pipe on the sea floor. A copy of this written permission shall be provided to the Owner prior to mobilization of the dredge pipe. The Contractor shall coordinate with all infrastructure owners and obtain approval to cross existing infrastructure using such methods from the owner or leaseholder.

The Equipment Access Corridor shown on the Plans may be used during construction to temporarily transport construction equipment, materials, and labor to the marsh creation area(s) and shall meet the landowner requirements specified in SP-11 and Appendix D. The dredge pipe used to transport sediment to the marsh creation area(s) shall be placed within the conveyance corridor construction limits shown on the Plans. The dredge pipeline shall be installed on top of the existing beach. Excavation of the beach is prohibited. The Contractor shall install the dredge pipeline along the beach prior to the start of bird nesting season. The Contractor shall photograph, and submit to the Engineer, the beach crossing prior to installing the dredge pipeline, and then again after demobilization of the dredge

pipeline. The Contractor will cross existing submerged utilities and oil and gas infrastructure from Long Beach Road to the marsh creation area(s). In these instances, the dredge pipe shall span over the crossing, not touching the ground, unless written permission has been obtained from the utility/pipeline owner to place the dredge pipe on existing ground. A copy of this written permission shall be provided to the Owner prior to mobilization of the dredge pipe. Additionally, the dredge pipe shall be elevated every five hundred (500) feet, as to not impede drainage across Long Beach and Oilfield Road. If drainage becomes a problem and ponding occurs, the Contractor shall make modifications to their construction method such that their equipment is not the cause of ponding. The Contractor's equipment access, dredge pipeline location, and typical crossing plans shall be submitted in the Work Plan for approval prior to mobilization. Specific to the equipment access route, the Contractor is prohibited from travel across marsh vegetation outside the designated construction limits.

There shall be no excavations by the Contractor allowed within fifty (50) feet of any oil or gas pipeline, unless directly shown on the Plans. Written approval from the pipeline/utility owner defining any allowances and/or restrictions placed on the Contractor by the pipeline/utility owner must be submitted to the Owner and Engineer seventy-two (72) hours prior to any excavation within the fifty (50) foot pipeline buffer.

- 130.4 <u>Dredge Pipe Crossings</u>: To allow continued access of Long Beach Road and Oilfield Road during construction, the Contractor shall construct ramps over the dredge pipe where the dredge pipe crosses these roads. The ramp shall be large enough for a sixty-seven (67) foot wheel base vehicle to traverse safely. The Contractor shall additionally allow for a cattle crossing, sixteen (16) to twenty (20) feet in length, over the dredge pipe between the LA 82 and southern Oilfield Road crossing. The contractor shall coordinate with the land owner and the Engineer to determine the appropriate location for this crossing. Prior to mobilization of the dredge pipe, the Contractor shall relocate the boat launches as shown on the Plans. The dredge pipe shall be buried, as shown on Sheet 45 of the Plans, at the new boat launches to allow access during construction
- 130.5 Existing Infrastructure Protective Measures: The Contractor shall be responsible for investigating, locating and protecting all existing facilities, structures, utilities, and pipelines on, above, or under the surface of the equipment access corridor and Project Site. The Owner will not be held responsible for damage to the Contractor's equipment, employees, subcontractors, adjacent property owners, or anyone else connected with this Work due to negligence by the Contractor. Protective measures shall be capable of supporting equipment and pipeline loads while protecting the existing buried pipelines from damage. Type(s) of materials and protective measures used shall be coordinated with and approved by the pipeline owner, and included in the Work Plan. The Contractor shall not traverse across any pipeline with equipment which could damage the pipeline. The Contractor shall remove the protective measures from the Project Area prior to demobilization. Any damages to existing infrastructure shall be returned to preconstruction conditions at no additional cost to the Owner.
- 130.6 <u>Maintenance</u>: The equipment and dredge pipeline corridor shall be maintained according to the dimensions shown on the Plans, and as described herein, throughout construction.

- 130.7 <u>Acceptance</u>: The equipment access route will gain initial Acceptance once the dredge pipe has been laid and all crossings are accepted by the Engineer. Final Acceptance will be provided, by the Engineer, once the dredge pipe is demobilized and the equipment access corridor has been returned to pre-construction conditions.
- 130.8 <u>Measurement and Payment</u>: Payment for this item shall constitute full compensation for all materials, labor, supplies and equipment required to construct and maintain the equipment access and dredge pipeline corridor at the contract lump sum price for Bid Item No. 2, "Equipment Access Corridor (TS-130)". All required maintenance associated with this work shall be performed at no direct pay.
- 130.9 <u>Ratio of Effort/Payment</u>: Thirty (30) percent of the Contract cost for this bid item will be paid to the Contractor upon acceptance of the three (3) dredge pipe crossing over Long Beach and Oilfield Road. Thirty (30) percent will be paid to the Contractor upon completion of the remaining equipment access and dredge pipeline corridor. The remaining forty percent (40%) will be paid upon Final Acceptance, as stated in TS-130.7.

TS-200 SURVEYS

- 200.1 <u>Scope</u>: The Contractor shall furnish all material, labor and equipment necessary to perform the Pre-Construction, Process, and As-Built Surveys of the Work in compliance with the Plans and these Specifications. All Surveys shall be performed by personnel who are approved by the Engineer and under the direct supervision of a professional engineer or land surveyor licensed in the state of Louisiana. All survey drawings shall be signed and sealed by the Louisiana licensed professional surveyor, or professional engineer, under which supervision of the surveys were conducted. The Contractor shall provide schedules for the survey field work and deliverables in the Work Plan.
- 200.2 <u>Notifications to the Engineer</u>: The Contractor shall notify the Engineer a minimum of two (2) working days prior to performing the Pre-Construction, Process and As-Built Surveys. The Contractor shall also notify the Engineer immediately after the field data collection for each survey is complete. The Owner may stop the associated portions of the Work if the notifications are not made. The Contractor shall not submit a Claim for this type of Work stoppage.
- 200.3 <u>Reference and Control</u>: Survey data shall reference the North American Datum of 1983 (NAD 83), Louisiana South Zone, U. S. Survey Feet, and the North American Vertical Datum of 1988 (NAVD 88), U. S. Survey Feet Geoid 12A-Epoch 2010.00. Horizontal and vertical control shall be established by using the CPRA monument provided in Appendix G. Temporary Benchmarks (TBMs) may be installed as deemed necessary by the Contractor to perform all surveys. Proposed TBMs shall be included in the Work Plan.
- 200.4 <u>Method</u>: Surveys shall follow CPRA's *Contractor's Guide to the Standard Practice Surveying* (<u>http://coastal.la.gov/engineering-and-design-standards/</u>) and utilize conventional RTK surveying methods or an appropriate GNSS or GPS Real Time Network such as the Gulfnet Virtual Real-time Network (VRS).
- 200.5 <u>Survey Equipment</u>: The Contractor shall utilize appropriate equipment to survey the Work as follows:

- 200.5.1 <u>Topographic Surveys</u>: Topographic survey equipment shall have a minimum vertical and horizontal accuracy of one-tenth (0.1) of a foot. A six (6) inch diameter metal plate shall be attached to the bottom of the survey rod to prevent the rod from sinking below ground level. Bathymetric and topographic surveys shall overlap by twenty-five (25) feet at all interfaces between land and water.
- 200.5.2 <u>Bathymetric Surveys</u>: Bathymetric survey equipment shall have a minimum vertical accuracy of one-tenth (0.1) of a foot +/-0.1% of depth and a minimum horizontal accuracy of one-tenth (0.1) of a foot. Bathymetric surveys collected on board vessels must be differentially corrected to the referenced datum for tidal fluctuations and vessel pitch, roll, and heave. Bathymetric and topographic surveys shall overlap by twenty-five (25) feet at all interfaces between land and water.
- 200.5.3 <u>Magnetometer Surveys</u>: Magnetometer survey equipment shall have a minimum accuracy of three (3) gammas throughout its operational range.
- 200.5.4 <u>Survey Stakes</u>: Survey stakes utilized for topographic survey stakeout shall consist of minimum forty-eight (48) inch long survey laths and be composed of #1 grade pine wood or approved equal. Survey stakes utilized for bathymetric survey stakeout shall consist of bamboo cane of sufficient length to remain a minimum of two (2) feet above mean water level.
- 200.5.5 Grade Stakes: Refer to TS-220.
- 200.6 <u>Design Survey</u>: The Design Survey Report is provided in Appendix I. The layout of the design survey shown on the Plans is for informational purposes only.
- 200.7 <u>Pre-Construction Survey</u>: The Pre-Construction Surveys shall be performed after the Pre-Construction Conference, Acceptance of the Work Plan, and prior to Mobilization, unless otherwise stated in these Specifications. This survey shall be used to verify the existing conditions at the Project Site, adjust quantities of the bid items (if needed), and modify the layout of the Work as deemed necessary by the Engineer, and lay out and stake out the Work. The Pre-Construction Survey shall show the existing bathymetry, topography, existing infrastructure and magnetic detections in plan and profile using markers, spot elevations, coordinates, contours, lines and grades. The Pre-Construction Survey shall follow the Construction Survey Layout shown on the Plans and shall include the following items:
 - 200.7.1 <u>Quantities</u>: The Pre-Construction Survey shall provide the calculated quantities of all the bid items. The methodology or software that is proposed to be used to calculate quantities shall be approved by the Engineer and provided in the Work Plan.
 - 200.7.2 <u>Temporary Benchmarks</u>: Contractor shall install temporary benchmarks at any location within the Project Site as necessary to perform the Work. All temporary benchmarks shall be repaired and resurveyed if disturbed or damaged during construction.
 - 200.7.3 <u>Temporary Aids to Navigation</u>: All temporary aids to navigation shall be surveyed after installation and coordinates submitted to the Owner within two (2) weeks of

installation.

- 200.7.4 <u>Existing Infrastructure</u>: All infrastructure (pipelines, power lines, etc.) that is located within one hundred fifty (150) feet of the borrow area, earthen containment dikes, earthen containment dike borrow areas, marsh creation areas, terraces, terrace borrow areas, and dredge pipeline corridors shall be surveyed and marked at a minimum of fifty (50) foot intervals and all points of inflection. The proposed methods for marking the infrastructure shall be included in the Work Plan. Pipelines shall be identified to a CI/ASCE 38-02 minimum utility level of B and probed for depth of cover (Top of pipe to existing ground) at fifty (50) foot intervals.
- 200.7.5 <u>Significant Magnetic Detections</u>: **For all anomalies** that exhibit amplitudes greater than 50 gammas, the elevation, mudline elevation, and source of the anomalies shall be determined by running a thirty (30) foot closed loop path and by probing. The Contractor shall determine if the sources of any anomalies will interfere with the performance of the Work and provide proposed corrective measures in the Progress Schedule. Failure by the Contractor to identify the sources of anomalies and provide corrective measures shall not provide grounds for any Claims against the Owner.
- 200.7.6 <u>Equipment Access Corridors</u>: A magnetometer, bathymetric, and/or topographic survey shall be performed along the centerline of the equipment access corridor, shown on the Plans, prior to mobilization of equipment. The equipment access corridor and boat launch locations shall also be memorialized, video recording, prior to mobilization of equipment.
 - 200.7.6.1 <u>Marsh Creation Borrow Area to Gulf of Mexico Shoreline</u>: Perpendicular transects shall be surveyed at two hundred fifty (250) foot intervals and extend two hundred fifty (250) feet on both sides along the centerline as shown in the construction survey layout on the Plans. Bottom elevations and coordinates shall be recorded along the centerline at fifty (50) foot intervals, changes in elevation greater than one half (0.5) foot, and all points of inflection. Bottom elevations and coordinates shall be recorded along the perpendicular transects at twenty-five (25) foot intervals, all points of inflection, and changes in elevation greater than one half (0.5) foot.
 - 200.7.6.2 <u>Gulf of Mexico Shoreline to Long Beach Road</u>: Elevations and coordinates shall be recorded along the centerline at five (5) foot intervals, changes in elevation greater than one half (0.5) foot, and all points of inflection.
 - 200.7.6.3 Long Beach Road (at Gulf of Mexico Shoreline) to Northern Staging Area: Perpendicular transects shall be surveyed at two hundred (200) foot intervals and extend twenty-five (25) feet on both sides along the centerline as shown in the construction survey layout on the Plans. Elevations and coordinates shall be recorded along the centerline at fifty (50) foot intervals, changes in elevation greater than one half (0.5) foot, and all points of inflection. Bottom elevations and coordinates shall be recorded along the perpendicular transects at five (5) foot intervals, all points of inflection, and changes in elevation greater than one half (0.5) foot.
 - 200.7.6.4 <u>Wooden Bridge Crossing</u>: Perpendicular transects shall be surveyed at twenty

(20) foot intervals and extend fifty (50) feet on both sides along the centerline as shown in the construction survey layout on the Plans. Bridge elevations and coordinates shall be recorded along the centerline at five (5) foot intervals, changes in elevation greater than one half (0.5) foot, and all points of inflection. Water bottom elevations and coordinates shall be recorded along the perpendicular transects at ten (10) foot intervals, all points of inflection, and changes in elevation greater than one half (0.5) foot.

- 200.7.6.5 <u>Open Water from Oilfield Road to Marsh Creation Area and Terracing Area</u>: Perpendicular transects shall be surveyed at two hundred (200) foot intervals and extend one hundred (100) feet on both sides along the centerline as shown in the construction survey layout on the Plans. Bottom elevations and coordinates shall be recorded along the centerline at twenty-five (25) foot intervals, changes in elevation greater than one half (0.5) foot, and all points of inflection. Bottom elevations and coordinates shall be recorded along the perpendicular transects at ten (10) foot intervals, all points of inflection, and changes in elevation greater than one half (0.5) foot.
- 200.7.6.6 <u>Boat Launch Locations</u>: Perpendicular transects shall be surveyed at twenty (20) foot intervals and extend twenty-five (25) feet on both sides along the centerline as shown in the construction survey layout on the Plans. Bottom elevations and coordinates shall be recorded along the centerline at ten (10) foot intervals, changes in elevation greater than one half (0.5) foot, and all points of inflection. Bottom elevations and coordinates shall be recorded along the perpendicular transects at five (5) foot intervals, all points of inflection, and changes in elevation greater than one half (0.5) foot.
- 200.7.7 <u>Dredge Pipeline Corridor</u>: The dredge pipeline corridor Pre-Construction survey shall consist of the equipment access corridor survey, TS-200.7.6.
- 200.7.8 Louisiana Highway 82 Crossing: Three (3) transects shall be surveyed parallel to and on each side of the centerline. Parallel survey lines shall be spaced twenty-five (25) feet apart and extend one hundred (100) feet from the edge of pavement in both the northern and southern directions. Three (3) transects shall also be taken perpendicular to the proposed casing pipe centerline. One (1) perpendicular transect shall be taken along the centerline of LA 82 and the other two (2) shall be spaced twenty-five (25) feet on both the northern and southern sides of LA 82 extending fifty (50) feet from the proposed casing pipe centerline. Elevations and coordinates shall be recorded every ten (10) feet and at changed in elevation greater than one half (0.5) foot.
- 200.7.9 <u>Marsh Creation Borrow Area</u>: A bathymetric and magnetometer survey shall be performed on the marsh creation borrow area. The bathymetric survey shall be performed using single beam with dual frequencies. Transects shall be taken no more than one hundred (100) feet apart. Ground elevations and coordinates shall be recorded at twenty-five (25) foot intervals along the transects shown on the Plans and extend one hundred (100) feet beyond the boundary of the marsh creation borrow area limits of pay. The projected quantity available borrow shall be calculated based on this survey and the design dimensions shown on the Plans.

- 200.7.10 <u>Marsh Creation Areas</u>: A magnetometer, bathymetric, and/or topographic survey shall be performed on marsh creation area(s). Transects shall be consistent with the construction survey layout shown on the Plans. Ground elevations and coordinates shall be recorded at twenty-five (25) foot intervals, changes in elevation greater than one half (0.5) foot. The Contractor shall calculate the projected dredge quantities for the marsh creation areas based on this survey and the constructed dredge fill elevations. In the event a Bid Alternate is awarded, the Contractor shall not begin the Pre-Construction Marsh Creation Area Surveys until the constructed Earthen Containment Dike for the respective Marsh Creation Area has been accepted by the Engineer. Details of this survey shall be included in the Work Plan.
- 200.7.11 <u>Grade Stakes</u>: Grade stakes shall be installed and surveyed by the Contractor at locations necessary to monitor dredge fill elevations during construction of the marsh creation area(s). Horizontal and vertical coordinates shall be determined for all grade stakes installed. The grade stakes shall be assembled and installed per the guidelines shown on Sheet 47 of the Plans. The grade stakes shall be installed and surveyed no more than ten days prior to commencement of hydraulic dredge fill operations in the respective marsh creation area(s). Upon installation the identification number, existing ground elevation, coordinates, and top of grade stake elevation shall be recorded and submitted to the Engineer to confirm proper placement of the grade stake. Grade stakes that are damaged or removed during the Work shall be immediately reinstalled and resurveyed. Each marsh creation area shall include a minimum quantity of grade stakes as outlined below:

Base Marsh Creation Area:	33 Grade Stakes
Alt. 1 Creation Area:	16 Grade Stakes
Alt. 2 Creation Area:	20 Grade Stakes

The locations of the grade stakes shall be proposed by the Contractor and submitted in the Work Plan for approval by the Engineer.

200.7.12 <u>Earthen Containment Dikes</u>: A magnetometer, bathymetric, and/or topographic survey shall be performed along the centerline alignment and perpendicular transects of the earthen containment dike(s) and their respective borrow area(s). Ground elevations and coordinates shall be recorded at twenty-five (25) foot intervals along the centerline, change in grade greater than one half (0.5) foot, and at all points of inflection. The projected quantities for the dikes for each marsh creation area shall be calculated based on this survey and the dike dimensions shown in the Plans. Stationing shall be established along the centerline alignment of each dike within each marsh creation area.

For construction layout, the earthen containment dike footprint (inside toe and crest, outside crest and toe) shall be surveyed and staked out every two hundred fifty 250 feet (at a maximum) and at each point of inflection shown on Sheets 7 and 8 of the Plans. As a baseline for the Process Surveys, cross sections shall also be surveyed every two hundred fifty (250) feet perpendicular to the earthen containment dike centerline. Each cross section shall include the four points stated above and extend one hundred fifty (150) feet beyond the toes, perpendicular, in both directions. Elevations shall be surveyed and recorded every twenty-five (25) feet, and at

changes in topography greater than one half (0.5) foot, along these survey transects. Details of this survey shall be included in the Work Plan.

- 200.7.13 <u>Dewatering Structures</u>: Upon installation, coordinates and elevations of crest and invert shall be recorded at the locations of each dewatering structure in each marsh creation area(s).
- 200.7.14 <u>Instrumented Settlement Plates</u>: Each instrumented settlement plate shall be surveyed immediately after installation in the marsh creation area(s). The identification number, existing ground elevation, coordinates and elevation of the top of pipe shall be recorded. This survey shall be repeated every thirty (30) days until hydraulic dredge placement begins and at least five (5) days prior to dredge material placement into marsh creation area(s).
- 200.7.15 <u>Earthen Terraces</u>: A magnetometer, bathymetric, and/or topographic survey shall be performed along the centerline alignment and perpendicular transects of the earthen terraces and borrow areas for the terraces. Ground elevations and coordinates shall be recorded at twenty-five (25) foot intervals along the centerline, at changes in grade greater than one half (0.5) foot, and all points of inflection. The projected quantities for the terraces shall be calculated based on this survey and the terrace dimensions shown on the Plans. Stationing shall be established along the centerline alignment of each terrace.

For construction layout, the terrace footprint (both toes and crests) shall be surveyed and staked out at each point of inflection shown on Sheets 12 of the Plans. As a baseline for the Process Surveys, cross sections shall also be surveyed perpendicular to the terrace centerline, at the midpoint between each point of inflection. Each cross section shall include the four points stated above and extend 150 feet from the terrace toes in both directions. Elevations shall be surveyed and recorded every twenty-five (25) feet, and at changes in elevation greater than one foot, along these survey transects. Details of this survey shall be included in the Work Plan.

- 200.7.16 <u>Booster Pump and Staging Areas</u>: A magnetometer, topographic, and/or bathymetric surveys shall be performed in a grid pattern as shown on the Plans. Elevations shall be recorded every twenty-five (25) feet, and at changes in elevation greater than one half (0.5) foot. The booster pump and staging areas shall be memorialized, via video recording, prior to mobilization of equipment
- 200.7.17 <u>Temporary Drainage Control</u>: A magnetometer, topographic, and/or bathymetric survey shall be performed along the centerline alignments and perpendicular transects of the external earthen containment dike and water bladder. Ground elevations and coordinates shall be recorded at twenty-five (25) foot intervals along the centerline or where there is a change in grade greater than one half (0.5) foot and at all points of inflection.

For construction layout, the external earthen dike footprint (inside toe and crest, outside crest and toe) and water bladder footprint (both crest and toes) shall be surveyed and staked out every fifty (50) feet and at each point of inflection shown on Sheets 7 and 8 of the Plans. As a baseline for the Process Surveys, cross sections shall also be surveyed every fifty (50) feet perpendicular to the earthen containment

dike and water bladder centerline. Each cross section shall include the toe and crest points stated above and extend one hundred fifty (150) feet beyond the toes in both directions. Elevations shall be surveyed and recorded every twenty-five (25) feet, and at changes in topography greater than one half (0.5) foot, along these survey transects. Details of this survey shall be included in the Work Plan.

- 200.8 <u>Process Surveys</u>: The Process Surveys shall be used to verify partial payments and Acceptance for completed portions of the Work, and to adjust quantities of the bid items as deemed necessary by the Engineer. The Process Surveys shall show the constructed bid items in plan and profile using elevations, coordinates, lines and grades. The Process Surveys shall be consistent with the Pre-Construction Surveys, any modifications to these surveys, and shall include the following items:
 - 200.8.1 <u>Quantities</u>: The Process Survey shall show the constructed quantities for each bid item. The calculation methodology used to determine the quantities shall be consistent with the Pre-Construction Surveys.
 - 200.8.2 <u>Submerged Dredge Pipeline Alignment Survey</u>: Any submerged sediment pipelines installed within the dredge pipeline alignment shall be routinely monitored with side scan sonar, multibeam bathymetry, or swath bathymetry for movement, breakage, and/or leaks resulting in sediment discharge on the water bottom. If it is determined water depths are too shallow to allow for bathymetric methods to be employed, topographic methods such as RTK may be substituted with prior approval from the Engineer. The surveys shall be repeatable and compared to prior surveys for any alignment, stability, and integrity issues.

An initial survey shall be conducted following installation of the submerged sediment pipeline within the dredge pipeline alignment. The initial survey must be submitted to and approved by the Engineer prior to utilization of the submerged sediment pipeline for sediment transport.

After the initial survey, the submerged sediment pipeline shall be resurveyed weekly to determine if there are any leaks in the submerged line. The weekly check survey shall consist of two (2) lines located ten (10) feet from each side of the submerged sediment pipeline centerline running the length of the submerged sediment pipeline. If a leak, or elevated area, is detected, the area in the immediate vicinity shall be surveyed at a grid spacing of no more than fifty (50) feet (survey lines shall extend a minimum of one hundred (100) feet from the edge of the elevated area. The results of the gridded survey may be used to calculate the volume of material contained in the elevated area, which may be deducted from the cut volume for payment purposes. Additional inspection surveys shall be conducted immediately upon detection of any loss of pressure indicative of leaks, the passage of a major storm, and/or evidence of pipeline disturbance by other activities (fishing or oyster vessels, etc.). Inspection survey reports with quality control analysis shall be submitted to Engineer for concurrence within five (5) calendar days of completion of each survey.

If, prior to Project completion and final demobilization, the dredge plant and supporting equipment (e.g. booster pumps) are temporarily or arbitrarily demobilized from the Work Area for more than fourteen (14) consecutive calendar days, a monitoring survey of the sediment pipeline shall be conducted within twenty-

one (21) calendar days of the temporary or arbitrary demobilization and monthly thereafter.

The Owner reserves the right to require additional surveys in the wake of a severe storm event, at no additional cost to the Owner.

- 200.8.3 <u>Louisiana Highway 82 Crossing</u>: Topographic surveys shall be performed after installation of the casing pipe to show the end of pipe and top of pipe elevation, and after the dredge sediment pipe is removed and casing pipe is capped. After phase three (3) of the LA 82 crossing is completed, the Contractor shall replicate the survey performed in TS-200.7.8.
- 200.8.4 <u>Marsh Creation Borrow Area</u>: The Contractor shall delineate the specific dredged area within the marsh creation borrow area to be surveyed for payment. This dredged section of the marsh creation borrow area shall be surveyed to determine pay volumes for hydraulic placement of dredged material. If the Contractor remobilizes to any portion of the borrow area which has been previously dredged, that portion of the borrow area shall be resurveyed before and after it is re-dredged. This survey shall follow the same transects as the Pre-Construction Survey.
- 200.8.5 <u>Marsh Creation Area(s)</u>: The Process Surveys associated with the marsh creation area(s) shall be composed of the daily grade stake and bi-weekly instrumented settlement plate surveys as stated in TS-200.8.9 and TS-200.8.7, respectively.
- 200.8.6 <u>Earthen Containment Dikes</u>: The topography of each dike and associated borrow area shall be surveyed after being fully constructed and prior to placement of the hydraulic dredge fill material into the respective marsh creation area. Ground elevations and coordinates shall be recorded for the inside and outside crests and toes of the dikes and the inside and outside troughs of the associated borrow areas. These measurements shall be repeated at one hundred (100) foot intervals along the centerline of the dike and at all points of inflection. The total in-place fill quantity and excavated borrow quantity for the dikes around each marsh creation area shall also be calculated and shown on the survey plans.

After the earthen containment dike is accepted by the Engineer, and until final acceptance of the respective marsh creation area, the Contractor shall resurvey the centerline profile every fourteen (14) days. During these surveys, horizontal and vertical positions shall be surveyed and recorded every twenty-five (25) feet and at changes in topography greater than one half (0.5) foot. The Engineer may require dike cross sections (locations chosen by the Engineer) to be surveyed based on results of the bi-weekly centerline profile surveys. These cross sections shall extend twenty-five (25) feet beyond the outer limits of the adjacent dike borrow area, with horizontal and vertical positions recorded every twenty-five (25) feet and at changes in topography greater than one half (0.5) foot.

- 200.8.6.1 <u>Post-Process Surveys</u>: The Engineer may require the Contractor to re-survey the earthen containment dikes and associated borrow areas if any of the following conditions are met:
 - 200.8.6.1.1. Dikes are reworked due to material being placed above or below the specified tolerances;

- 200.8.6.1.2. Maintenance is performed on the dikes after Acceptance;
- 200.8.6.1.3. The time between Acceptance of the dikes and beginning of hydraulic dredge material placement into the respective marsh creation area is sixty (60) calendar days or longer.

The Contractor shall submit updated earthen containment dike and borrow area quantities for all post-process surveys.

- 200.8.7 <u>Instrumented Settlement Plates</u>: The slurry elevation and top of pipe for all instrumented settlement plates within marsh creation area(s) shall be surveyed bi-weekly during hydraulic dredge material placement and until the marsh creation area(s) is accepted.
- 200.8.8 <u>Earthen Terraces</u>: After being fully constructed the terraces shall be surveyed. The crown and outside toes of the terraces and associated borrow area shall be surveyed along the same transects as the Pre-Construction Survey. The in-place fill quantities for the terraces shall also be calculated. The Engineer shall determine Acceptance of the terraces based upon this survey. Terraces which are modified throughout the Work shall be resurveyed for Acceptance.
- 200.8.9 <u>Grade Stakes</u>: The dredge slurry elevations on the grade stakes shall be recorded daily in one tenth (0.1) foot increments, based on a visual inspection of the grade stake, and submitted in the daily reports once hydraulic dredging has begun. Daily readings shall continue through final Acceptance of the respective marsh creation area. Additionally, the Contractor shall resurvey the grade stakes bi-weekly in accordance with TS- 200.7.11 to maintain the accuracy of the visual inspections. The bi-weekly grade stake accuracy surveys shall be submitted in the daily report, as they are completed.
- 200.8.10 <u>Temporary Drainage Control</u>: The topography of the earthen dike and borrow area shall be surveyed after being fully constructed and prior to placement of the hydraulic dredge material. Ground elevations and coordinates shall be recorded for the inside and outside crests and toes of the dike and the inside and outside troughs of the dike borrow area. These measurements shall be repeated at fifty (50) foot intervals along the centerline of the dike and at all points of inflection. Cross sections shall also be surveyed every fifty (50) feet perpendicular to the earthen containment dike centerline. Each cross section shall include the four points stated in TS-200.7.17 and extend twenty-five (25) feet beyond the dike borrow area. Elevations shall be surveyed and recorded every twenty-five (25) feet, and at changes in topography greater than one half (0.5) foot, along the survey transects. These surveys shall be submitted to the Engineer for Acceptance.

The topography of the water bladder shall be surveyed after being fully constructed and prior to placement of the hydraulic dredge material. Ground elevations and coordinates shall be recorded for the eastern and western outermost edges. The crest/top elevation and coordinates of the water bladder shall also be recorded. These measurements shall repeated at twenty (20) foot intervals along the centerline of the water bladder and at all points of inflection. Cross sections shall also be surveyed every twenty (20) feet perpendicular to the water bladder centerline. Each cross section shall include the three points stated above and extend fifty (50) feet beyond outer most edges on both sides of the water bladder. Elevations shall be surveyed and recorded every ten (10) feet, and at changes in topography greater than one half (0.5) foot, along the survey transects. These surveys shall be submitted to the Engineer for Acceptance.

After the water bladder and/or earthen dike are accepted, the centerline shall be surveyed monthly and submitted to the Engineer for review. During these surveys, horizontal and vertical positions shall be surveyed and recorded every twenty-five (25) feet and at changes in elevation greater than one half (0.5) foot. The Engineer may require cross sections (locations chosen by the Engineer) to be surveyed based on results of the monthly centerline profile surveys. These cross sections shall extend fifty (50) feet beyond the outer limits of the dike and/or water bladder, with horizontal and vertical positions recorded every ten (10) feet and at changes in topography greater than one half (0.5) foot.

- 200.8.11 Equipment Access Corridor: The Contractor shall resurvey the equipment access corridor by performing the same video recording as accepted in TS-200.7.6. This survey shall occur monthly from start of mobilization.
- 200.9 <u>As-Built Survey</u>: The As-Built Survey shall be used to verify final payments and Acceptance for all Work. Accepted Process Surveys may be included as part of the As-Built Survey. The As-Built Survey shall show all constructed bid items in plan and profile using elevations, coordinates, lines and grades consistent with the Process Surveys. The As-Built Survey shall be consistent with the Pre-Construction and Process Surveys, any modifications to these surveys, and shall include the following items:
 - 200.9.1 <u>Quantities</u>: The As-Built Surveys shall show the constructed quantities for each constructed bid item.
 - 200.9.2 <u>Dredge Pipeline Corridor</u>: The topography of the dredge pipeline corridor shall be resurveyed, consistent with the Pre-Construction Survey, after the dredge pipeline has been removed. Those portions of the corridor which have been reworked due to exceedance of the specified tolerances, upper or lower, shall be resurveyed for Acceptance.
 - 200.9.3 <u>Louisiana Highway 82 Crossing</u>: The Contractor shall replicate the survey performed in TS-200.7.8. The Contractor may be required to re-grade and resurvey those portions of the LA DOTD ROW where the existing grade has been disturbed by the dredge pipeline and/or demobilization activities in excess of +/- one half (0.5) foot from the original grade.
 - 200.9.4 <u>Marsh Creation Area</u>: Those portions of the marsh creation area(s) which have been reworked due to exceedance of the specified dredge fill elevation tolerances, upper or lower, shall be resurveyed consistent with the Pre-Construction Survey for acceptance.
 - 200.9.5 Grade Stakes: All grade stakes shall be removed after acceptance of the marsh

creation area(s).

- 200.9.6 <u>Earthen Containment Dikes</u>: Those portions of the dikes which have been reworked due to exceedance of the specified tolerances, upper or lower, shall be resurveyed consistent with the Pre-Construction Survey in order to gain acceptance.
- 200.9.7 <u>Earthen Terraces</u>: Those portions of the terraces which have been reworked due to exceedance of the specified tolerances, upper or lower, shall be resurveyed in order to gain acceptance.
- 200.9.8 <u>Booster Pump and Staging Area(s)</u>: The booster pump and staging area(s) shall be resurveyed consistent with the Pre-Construction Survey to gain acceptance.
- 200.9.9 <u>Post Construction Marsh Creation Area Surveys</u>: The Contractor shall perform a Post Construction Survey thirty (30) days after the final acceptance of the respective marsh creation area. This survey shall be consistent with the Pre-Construction Survey. Additionally, settlement plates shall be resurveyed and consistent with the Pre-Construction Survey. The results of this survey are for informational purposes only and shall not affect final acceptance and payment of the marsh creation area(s).
- 200.10 <u>Deliverables</u>: The Contractor shall submit three (3) digital and hard copies of the survey data and drawings to the Engineer for review and acceptance by the dates specified in SP-3. The Owner may stop the associated portions of the Work if the surveys are not submitted by the specified date. The Contractor shall not submit a Claim for an adjustment to either the Contract Time or Price on any bid item for failure to submit the surveys by the specified date.
 - 200.10.1 <u>Survey Data</u>: Survey data shall be provided in Microsoft Excel, or approved equal, on a USB flash drive and a web-based file transfer site. Survey data shall be presented as follows:
 - 200.10.1.1 Bathymetric and topographic survey data shall be provided in .csv format and include separate columns for the transect/alignment number, point number, point description, northing coordinate, easting coordinate and elevation. Bathymetric survey data shall include bar check results, survey scroll or BIN file, and corrections for tidal fluctuations and vessel pitch, roll and heave.
 - 200.10.1.2 Magnetometer detections shall be provided in .csv format and include the transect/alignment number, shot point number, northing coordinate, easting coordinate, sensor height, signature type, amplitude and duration. Elevations and depth of cover shall be provided for all pipelines and magnetic detections higher than fifty (50) gammas. Descriptions shall also be provided for the probable causes of all magnetic detections higher than fifty (50) gammas.
 - 200.10.1.3 The elevation data for the settlement plates shall be provided in .csv format and line graphs which shows marsh fill and top of riser pipe elevations verses time.
 - 200.10.1.4 Digital copy of field notes for each survey submittal in PDF.
 - 200.10.2 <u>Survey Drawings</u>: Surveys shall be provided in the latest version of AutoCAD and

Adobe Acrobat on a USB flash drive or a web-based file transfer site. Three (3) hard copies of the As-Built Surveys shall be provided to the Engineer. All survey drawings shall conform to CPRA drafting standards and be presented as follows:

- 200.10.2.1 All sheets shall include the project name, number and seal of a professional engineer or surveyor licensed in the State of Louisiana;
- 200.10.2.2 The location of all secondary survey monuments and temporary benchmarks shall appear in plan view with table or call out showing horizontal and vertical coordinates;
- 200.10.2.3 Survey transects, spot elevations and +/-1.0 foot contours shall be shown in plan view. Transects shall also be shown in profile and include mean high and mean low water levels;
- 200.10.2.4 Magnetic anomalies and infrastructure (Pipelines, power lines, etc.) shall be shown in plan view. Infrastructure and magnetic anomalies higher than 50 gammas shall also be shown in profile;
- 200.10.2.5 All plan views shall be overlaid onto 2016, or newer, geo-rectified Digital Orthophoto Quarter Quadrangle aerial color photographs;
- 200.10.2.6 Revisions such as field or change orders shall be noted, shown in red and be easily distinguishable from the original design.
- 200.11 <u>Acceptance</u>: The Contractor shall submit a request for Acceptance after completion of the Pre-Construction, Process, and As-Built Surveys. The Engineer shall determine Acceptance of this Work based on these surveys and conformance to the Plans and Specifications. The Engineer shall be afforded fourteen (14) working days from the date of receipt to review and determine Acceptance of each survey.
 - 200.11.1 <u>Pre-Construction Survey</u>: The Contractor shall not mobilize equipment until Acceptance of the Pre-Construction Survey has been acquired for the respective area. The Pre-Construction survey for the dikes must gain acceptance prior to construction of the dikes. The Contractor may submit the dike Pre-Construction survey by marsh creation area for partial acceptance.
 - 200.11.2 <u>Process Surveys</u>: Payment for bid items shall not be made until acceptance of the associated Process Surveys. Those portions of the Work which are required to be re-worked, repaired or replaced due to non-compliance with the Plans and these Specifications shall be resurveyed for acceptance.
 - 200.11.3 <u>As-Built Survey</u>: A draft of the As-Built Survey shall be submitted to the Engineer for review prior to the Final Inspection as per SP-3. A final version of the As-Built Survey shall be submitted to the Engineer for acceptance after the Final Inspection as per SP-3. Final payment for this bid item will not be received until the As-Built Surveys have gained acceptance from the Engineer.
- 200.12 Measurement and Payment: The Contractor shall submit Applications for Payment after

gaining acceptance. Payment shall be made at the Contract lump sum price for Bid Item No. 3, "Surveys (TS-200)". Payment shall constitute full compensation for furnishing the material, labor, equipment and other incidentals related to this item of the Work.

- 200.12.1 <u>Marsh Creation Area 2</u>: All additional surveys performed on marsh creation area 2 and associated containment dikes shall be included in Bid Alternate #1. If Bid Alternate #1 is awarded, payment shall be made at the contract unit price lump sum for Bid Item No. 13, "Surveys – Addition for Marsh Creation Area 2 (TS-200)".
- 200.12.2 <u>Marsh Creation Area 3</u>: All additional surveys performed on marsh creation area 3 and associated containment dikes shall be included in Bid Alternate #2. If Bid Alternate #2 is awarded, payment shall be made at the contract unit price lump sum for Bid Item No. 21, "Surveys – Addition for Marsh Creation Area 3 (TS-200)".
- 200.13 <u>Ratio of Effort/Payment</u>: Fifty (50) percent of the Contract cost for this bid item will be paid to the Contractor upon acceptance of the Pre-Construction Surveys, less the marsh creation area survey(s). Thirty (30) percent will be paid to the Contractor upon acceptance of all Process Surveys. The remaining twenty (20) percent will be paid to the Contractor upon acceptance of the As-Built Survey.

TS-211 DAILY BIRD ABATEMENT

- 211.1 Scope: The Contractor shall furnish all of the materials, labor, and equipment necessary to monitor and abate all nesting birds within the marsh creation area(s) and terrace areas and a five hundred (500) foot Site buffer area around the marsh creation area(s) and terrace areas, and as specified herein. If no birds are found to be present, no abatement measures are required. The Contractor and subcontractors shall comply with all requirements under the terms and conditions set out in permits or certifications, including but not limited to any USACOE 404 and Section 10 permits, CUP by LDNR, Water Quality Certification by LA DEQ, and BOEM Memorandum of Agreement (if applicable). Additionally, the Contractor shall comply with the provisions in applicable State and Federal laws and regulations, including but not limited to the Migratory Bird Treaty Act, the Bald and Golden Eagle Protection Act, Fish and Wildlife Coordination Act (FWCA), and/or any conditions established by the Louisiana Department of Wildlife and Fisheries (LDWF) and the United States Fish and Wildlife Service (USFWS) provided in Appendix E.
 - 211.1.1 The Contractor shall monitor and abate all nesting birds within the Equipment Access and Dredge Pipeline Corridor, Booster Pump, and Staging Areas and an additional twenty-five (25) foot buffer area around the Equipment Access and Dredge Pipeline Corridor(s), Booster Pump, and Staging Areas.
 - 211.1.2 A one hundred (100) foot buffer shall be surveyed and abated around the Equipment Access and Dredge Pipeline Corridors between the marsh creation area(s) and the Oil Field Road.
 - 211.1.3 A five hundred (500) foot buffer shall be surveyed and abated where the Dredge Pipeline Corridor crosses the beach.
- 211.2 <u>Nesting Bird Abatement Plan</u>: The Contractor shall include in his work plan the names and qualifications of biologists, along with proposed monitoring and abatement actions planned

within authorized work areas. The Nesting Bird Abatement Plan (NBAP) shall be included in the required Work Plan submitted to the Engineer for review and approval prior to the commencement of work. The NBAP will include a plan of work, personnel, required materials, work crew coordination activities, and reporting formats for any required monitoring and abatement activities. The Contractor shall meet with the Engineer before the commencement of work to coordinate and discuss the protocols for monitoring and abatement.

- 211.3 <u>Work Area, Site Buffer, and Nesting Buffer Staking</u>: The Contractor shall carefully mark and stake the boundaries of the work area and necessary site buffer areas prior to construction. Survey stakes and flagging utilized for nesting buffers shall consist of sufficient length to remain a minimum of two (2) feet above mean water level. The Contractor shall submit within the Work Plan the materials proposed for the construction of the markers for approval by the Engineer. The Contractor shall maintain the markers in good order for the duration of construction. All markers shall be removed from the Project Site and properly disposed by the Contractor prior to demobilization.
- 211.4 <u>Nesting Bird Surveys</u>: To minimize impacts to birds, the Contractor shall employ a qualified biologist to allow for accurate identification of birds encountered during the execution of Work under this Contract. The qualified biologist shall survey the work areas and buffers to determine signs of breeding or nesting activity from birds as necessary. The nesting period for bird species varies, however, February 15th through September 1st is a conservative timeframe for consideration. Evidence of forthcoming nesting such as territory defense, courtship behavior, or nest building by any bird species will be noted. GPS coordinates and a brief description of the location, number, and type of birds involved in the nesting activity will be recorded. The contractor shall use this information to determine if and when abatement actions should be implemented, as well as coordinate with the Engineer.
- 211.5 <u>Abatement Methods for Birds</u>: Abatement methods are recommended to prevent nesting activities. The contractor shall use the nesting survey information to determine and implement approved abatement actions within the work and buffer areas. There is the potential for nocturnal species; therefore, it is recommended that some or all abatement activities take place 24 hours a day, 7 days a week if necessary and allowed. It is advised that passive and/or active abatement techniques be deployed **before** the onset of the nesting season regardless of whether any active bird use is observed.

All abatement techniques/methods should be coordinated with the Engineer prior to use. To increase the effectiveness of the efforts, a combination of abatement measures should be employed. Additionally, the types of abatement measures, as well as their spatial and temporal deployment, should be changed frequently to reduce the chances that birds become habituated to the abatement methods.

Passive measures such as scare eye balloons or predator decoys may deter birds from nesting. In the event that initiation of nesting birds is discovered, then the Engineer shall be contacted and abatement measures should be altered to include more active methods such as continual human presence. More aggressive methods of hazing (i.e., cannons, flares) could also be used if necessary. Timing, persistence, organization, and diversity of abatement measures are crucial in deterring birds from establishing active nests. All abatement measures should be conducted by qualified biologists who are familiar with the proposed abatement methods.

In the event that an egg is spotted the Engineer should be contacted immediately. A five hundred (500) foot nest buffer area shall be established and all activities within the buffer area, including abatement, must cease.

- 211.6 <u>Nesting Activities</u> If nesting occurs within the construction or project site buffer areas, the Contractor shall, establish necessary buffers and maintain a crew and visitor notification system including the location of the construction site showing the bird nesting buffers, approved travel corridors, and any avoidance areas. Notifications should clearly indicate the current status of avoidance areas, any marking schemes, and any other information needed to insure work continues without disturbance to nesting birds. Observations of any nest(s) by the qualified biologist, maintenance of nest buffers, and notification systems shall remain in place until the nesting activities have ceased.
- 211.7 <u>Notification</u>: In the event that the Contractor discovers the initiation of bird nesting within five hundred (500) feet of the Work Area or discovers an egg, then the Engineer should be contacted immediately, required nest buffers established, and more aggressive survey and abatement measures should be deployed outside the nest buffer, within the remaining Work Area.

The Contractor should evaluate impacts to construction actions, if applicable, and inform the Engineer of plans to adjust construction activities. For situations that may require temporary adjustments, the Contractor can make a recommendation of what potential encroachment is needed to ensure the birds are not disturbed or harassed from their nest, but still allows the continuation of work. Justification should be documented and sent to the Engineer as soon as possible.

- 211.8 <u>Nest Buffer Encroachment</u>: Determination and approval of any nest buffer encroachments are at the Engineers discretion and will be based on coordination with LDWF and USFWS.
- 211.9 <u>Deliverables</u>: The Contractor shall submit daily reports for all monitoring and abatement activities at the Project Site including, but not limited to, bird surveys, nest locations, weather conditions, abatement activities, manpower, equipment, abatement techniques, etc. In addition, photographs and GPS coordinates shall be provided for each identified nest. Maps should include, but are not limited to, identified bird nests, aerial extent of abatement activities, required buffer of identified bird nests, location of pre-nesting activities, GPS coordinates of bird nests or other pertinent features, etc.

Deliverable of an excel spreadsheet with nest location coordinates, species, individual nest id, dates of nest discovery, dates of nest examinations including the last date checked, and nest fate shall be provided at the end of each nesting season.

211.10 <u>Measurement and Payment</u>: Payment for daily bird abatement shall be made at the Contract unit price per day for Bid Item No. 4, "Daily Bird Abatement (TS-211)". Price and payment shall constitute full compensation for furnishing all equipment, labor, and other incidentals related to this item of work.

- 211.10.1 Marsh Creation Area 2: All bird abatement performed on marsh creation area 2 and associated earthen containment dikes shall be included in Bid Alternate #1. If Bid Alternate #1 is awarded, payment shall be made at the contract unit price per day for Bid Item No. 14, "Daily Bird Abatement Addition for Marsh Creation Area 2 (TS-211)".
- 211.10.2 Marsh Creation Area 3: All bird abatement performed on marsh creation area 3 and associated earthen containment dikes shall be included in Bid Alternate #2. If Bid Alternate #2 is awarded, payment shall be made at the contract unit price per day for Bid Item No. 22, "Daily Bird Abatement Addition for Marsh Creation Area 3 (TS-211)".

TS-220 GRADE STAKES

- 220.1 <u>Scope</u>: Grade stakes shall be installed within the marsh creation areas in order to monitor the elevation of the hydraulic dredge material during placement. The Contractor shall furnish all of the materials, labor and equipment necessary to construct, install, maintain and inspect the grade stakes in accordance with the Plans and these Specifications.
- 220.2 <u>Materials</u>: Each gauge sign shall be fixed to and supported by one (1) 2" x 4" untreated pine stake of sufficient length to be embedded a minimum of six (6) feet below existing grade. The top of the gauge sign shall be fastened flush with the top of the lumber using three (3) #8 galvanized or zinc-coated wood screws and washers. Holes shall be drilled through the lumber and gauge sign before the fasteners are installed.

The gauge sign shall be composed of sheeting applied to a rigid substrate of four (4) in. x twelve hundreth (.120) in. x thirty-six (36) in. fiberglass reinforced thermoset polyester laminate using a pressure sensitive urethane adhesive. The sheeting shall be reflective, white in color and made from Avery Dennison T1500, or approved equal. The substrate shall be gray in color, dielectric, non-conductive, acrylic, UV stabilized and possess a tensile strength which exceeds five thousandth (0.005) in. aluminum.

The tolerance range for each target marsh creation area elevation shall be represented on the gauge sign using green transparent ink. The background color for the remaining portions of the gauge sign shall be red transparent ink. Border lines shall be applied at each target lift and tolerance elevation using one eighth (1/8) in. thick black ink. Ink shall be Avery 7TS, or approved equal.

- 220.3 <u>Installation</u>: Grade stakes shall be installed prior to placement of the hydraulic dredge material in the respective marsh creation area and in a vertical position along the transects within the marsh creation area(s) at eight hundred (800) foot intervals and a minimum of one (1) per transect. The grade stakes shall be embedded at least six feet below existing grade.
- 220.4 <u>Maintenance</u>: The grade stakes shall be inspected bi-weekly, per TS-200.8.12, and maintained by the Contractor until Acceptance of the marsh creation area(s). These inspections shall include the surveyed top elevation, recorded distance from the top of the stake to the dredge slurry (tape down distance), the stake identification number, and

position coordinates for each grade stake. Grade stakes shall be repaired or replaced if badly damaged or their plum angle varies by more than fifteen (15) degrees from vertical.

- 220.5 <u>Daily Inspections</u>: Grade stakes shall be inspected daily, per TS-200.8.9. The results of all inspections shall be included in the Daily Progress Reports. The inspections may be witnessed by the Engineer or Resident Project Representative.
- 220.6 <u>Removal</u>: The grade stakes shall be removed after Acceptance of the respective marsh creation area(s). The grade stakes shall either be removed in their entirety or cut off at marsh grade. Impacts to the marsh creation areas shall be minimized during removal of the grade stakes.
- 220.7 <u>Acceptance</u>: After installation, the installed grade stake survey shall be submitted to the Engineer for acceptance. Grade stakes not meeting acceptance shall be replaced, resurveyed and accepted by the Engineer prior to placement of hydraulic dredge material into the respected marsh creation area.
- 220.8 <u>Measurement and Payment</u>: Payment shall be made for the Contract unit price per each for Bid Item No. 5, "Grade Stakes (TS-220)". Payment shall constitute full compensation for furnishing the material, labor, equipment and other incidentals related to this item of the Work. No payment shall be made for grade stakes that are rejected or damaged and replaced due to fault or negligence by the Contractor.
 - 220.8.1 <u>Marsh Creation Area 2</u>: Bid Alternate #1 will add 20 grade stakes, to be placed in marsh creation area 2, to the Work shown on the Plans. If Bid Alternate #1 is awarded, payment shall be made at the contract unit price per each for Bid Item No. 15, "Grade Stakes Addition for Marsh Creation Area 2 (TS-220)".
 - 220.8.2 <u>Marsh Creation Area 3</u>: Bid Alternate #2 will add 16 grade stakes, to be placed in marsh creation area 3, to the Work shown on the Plans. If Bid Alternate #2 is awarded, payment shall be made at the contract unit price per each for Bid Item No. 23, "Grade Stakes Addition for Marsh Creation Area 3 (TS-220)".

TS-251 INSTRUMENTED SETTLEMENT PLATES

- 251.1 <u>Scope</u>: The Contractor shall furnish all materials, labor and equipment necessary to construct, install, survey and maintain the instrumented settlement plates (ISPs) in accordance with the Plans and these Specifications.
- 251.2 Materials and Fabrication:
 - 251.2.1 <u>Instrumentation</u>: All instrumentation for the ISPs shall be procured by the Owner and is not part of the Contract.
 - 251.2.2 <u>Base Plate</u>: The base plate for each ISP shall be fabricated with a six (6) foot by six (6) foot by one-fourth (1/4) inch thick steel plate. A two and seven-eighths (2-7/8) inch diameter hole shall be drilled or cut through the center of the base plate for installation of the rise pipe and stand pipe.
 - 251.2.3 Riser Pipe: The riser pipe for each ISP shall be two and one-half (2-1/2) inch

nominal diameter Schedule 40 steel pipe that is ten (10) feet long. The riser shall be inserted two (2) feet through the hole in the center of the base plate and welded on both sides of the plate using a 3/16" continuous fillet. The stand pipe shall be one and one-half (1-1/2) inch nominal diameter Schedule 40 steel pipe that is twelve (12) feet long.

- 251.2.4 <u>Instrument Housing</u>: Six (6) twelve (12) inch by twelve (12) inch by threesixteenths (3/16) of an inch steel plates shall be provided as an instrument housing for each ISP. Five (5) of the plates shall be welded together at the edges in the shape of a box as shown on the Plans. The bottom plate of the housing shall be welded to the top of the rise pipe using a one-quarter (1/4) inch continuous fillet. A one and one-half (1-1/2) inch diameter hole shall be drilled into the bottom plate two (2) inches from the riser pipe for conduit access. A one and one-half (1-1/2) inch diameter hole shall be drilled into the center of the top plate for conduit access.
 - 251.2.4.1 <u>Instrument Housing Door</u>: One plate shall function as the housing door and shall be affixed to the housing by two (2) steel welded-on hinges. A one-half (1/2) inch diameter hole shall be drilled through the door and adjacent plate located one (1) inch from the bottom corner to allow for a padlock.
- 251.2.5 <u>ISP Number</u>: The instrument housing shall have the number of the ISP painted on all sides using galvanized compound paint that is orange in color. The paint may be applied using stencil or other approved application. The number shall be ten (10) inches high.
- 251.2.6 <u>Antennae Extension</u>: One (1) Schedule 40 steel pipe shall be provided as an antennae extension for each ISP. The pipe shall be two (2) feet long and have a nominal diameter of one and one-half (1-1/2) inches. The pipe shall be welded to the instrument housing using a one-quarter (1/4) inch continuous fillet. A steel cap shall be welded onto the top of the pipe. One (1)- one-half (1/2) inch diameter hole shall be drilled through the center and middle of the pipe.
- 251.2.7 <u>Anchor Pipe</u>: One (1) Schedule 40 steel stand pipe shall be provided to anchor each ISP. The stand pipe shall be ten (10) feet long and have a nominal diameter of one and one-quarter (1-1/4) inches.
- 251.2.8 Zinc Coating: A zinc coating shall be applied in a manner and thickness quality conforming to ASTM A 123. In any case where the zinc coasting becomes damaged, the damaged area shall be re-galvanized with a suitable low-melting zinc base alloy as recommended by the American Hot-Dip Galvanizers Association. One coat of vinyl wash primer followed by a red top coat shall be applied over the zinc coat. All painting shall conform to the latest edition of the LA DOTD Standard Specification Section 811 and 1008, or approved equivalent.
- 251.3 <u>Installation</u>: The ISP shall be installed at locations shown on the Plans or as directed by the Engineer within two (2) months after the start of the Contract Time. The anchor pipe shall be driven to a depth determined by the Engineer during installation of each ISP. The Engineer or RPR will install all instrumentation during installation of the ISPs with the assistance of the Contractor.

- 251.4 <u>Monitoring</u>: The Engineer shall be responsible for monitoring the equipment on the ISPs. The Contractor shall provide the Engineer with boat transportation to access ISPs at all times during construction.
- 251.5 <u>Maintenance</u>: The Contractor shall maintain all ISPs until Acceptance of all Work. Damages to ISPs shall be immediately repaired or replaced and resurveyed by the Contractor at no expense to the Owner. Where an ISP is permanently lost, the Contractor shall replace the equipment or the cost of said equipment shall be deducted from the Contractor's next invoice, this shall be determined by the Engineer. The Contractor shall maintain a "No Work Zone" with a radius of two hundred fifty (250) feet around each ISP. Only survey and maintenance activities shall be allowed within this "No Work Zone". The Contractor shall submit their plan for delineating this zone in the Work Plan.
- 251.6 <u>Ratio of Effort</u>: Twenty-five percent (25%) of the Contract cost for this bid item will be paid to the Contractor after installation of the instrumented settlement plates. The remaining seventy-five percent (75%) will be paid to the Contractor upon Acceptance of the project.
- 251.7 <u>Measurement and Payment</u>: Payment shall be made for the Contract Lump Sum price for Bid Item No. 6, "Instrumented Settlement Plates (TS-251)". Payment shall constitute full compensation for furnishing the material, labor, equipment and other incidentals related to this item of Work. No payment shall be made for instrumented settlement plates that are rejected or damaged due to fault or negligence by the Contractor.
 - 251.7.1 <u>Marsh Creation Area 2</u>: Bid Alternate #1 will add 2 instrumented settlement plates, to be placed in marsh creation area 2, to the Work shown on the Plans. If Bid Alternate #1 is awarded, payment shall be made at the contract unit price per each for Bid Item No. 16, "Instrumented Settlement Plates Addition for Marsh Creation Area 2 (TS-251)".
 - 251.7.2 <u>Marsh Creation Area 3</u>: Bid Alternate #2 will add 4 instrumented settlement plates, to be placed in marsh creation area 3, to the Work shown on the Plans. If Bid Alternate #2 is awarded, payment shall be made at the contract unit price per each for Bid Item No. 24, "Instrumented Settlement Plates Addition for Marsh Creation Area 3 (TS-251)".

TS-300 EARTHEN CONTAINMENT DIKES

- 300.1 <u>Scope</u>: The Contractor shall furnish all of the material, labor and equipment necessary to construct, and maintain the earthen containment dikes (dikes) in accordance with these Specifications and in conformity to the lines, grades, elevations and tolerances shown on the Plans, or otherwise modified by the Engineer as a result of the Pre-Construction Survey. Construction sequencing of this item shall be included in the Work Plan.
- 300.2 <u>Equipment</u>: All dikes shall be constructed and maintained using mechanical excavation equipment. The Equipment Data Sheet in Appendix K shall be included in the Work Plan for all mechanical excavation equipment proposed to perform the Work. The mechanical excavation equipment shall be in satisfactory operating condition, capable of efficiently performing the Work, and shall be subject to inspection by the Owner or Engineer throughout the performance of the Work.

- 300.3 <u>Equipment Access</u>: All proposed routes for equipment access shall be provided in the Work Plan. The Contractor may use the equipment access corridor, shown on the Plans, to perform the Work. The Contractor shall be responsible for acquiring the appropriate permits and access agreements for all proposed routes outside of the permitted area. The Contractor shall provide a copy of the permit and/or access agreement to the Owner prior to mobilization. Impacts to wetlands or water bottoms outside of the Project Area shall be returned to pre-construction conditions prior to demobilization at no additional cost to the Owner. Access channel dredging shall not be permitted. The Contractor shall not traverse across any pipeline with land-based equipment (ex. Marsh Excavator) prior to placement of protective measures (if required by the pipeline owner) during construction and maintenance of the dikes.
- 300.4 <u>Construction</u>: The dikes shall be constructed around the full perimeter of the marsh creation area(s) to an elevation of three and one-half (+3.5) feet using in-situ borrow material that is excavated adjacent to the dikes outside of the marsh creation area(s), unless otherwise shown on the Plans or approved by the Engineer. The borrow material shall not be excavated within the minimum offset distance from the toe of the dikes as shown on the Plans. The Contractor shall not excavate within fifty (50) feet of pipelines. Material shall not be excavated from the borrow areas below the maximum elevation shown on the Plans.
 - 300.4.1 <u>Tolerance</u>: The vertical elevation tolerance for the crest height of the dikes shall be plus one-half (+0.5) foot.
- 300.5 <u>Borrow Material</u>: The soil properties of the borrow material may vary across the Project Site. The Geotechnical Investigation Report is provided in Appendix H. All unsuitable organic debris (Logs, stumps, snags, etc.) greater than two (2) inches in diameter or two (2) feet in length that is encountered in the dike borrow area shall remain and not be utilized to construct the dike. All unsuitable inorganic debris (Tires, scrap, etc.) greater than five (5) pounds that is encountered in the dike borrow areas shall be disposed off-site in an approved waste disposal facility.
- 300.6 <u>Reduced Height Earthen Containment Dike</u>: Should an alternate marsh creation area be awarded, the earthen dike(s) joining the marsh creation areas shall be reduced in height, as shown on the Plans. The reduced dike elevation shall not exceed that of the target marsh creation areas. Reduced height dikes shall be constructed from in situ material from inside of the marsh creation areas. Upon final Acceptance of all marsh creation areas, the reduced height dikes shall be degraded, by one half (0.5) foot below the target marsh creation elevation, into the reduced dike borrow areas.
- 300.7 <u>Internal Training Dikes</u>: The Contractor has the discretion to construct internal training dikes as necessary to aid in containment of dredged material within the marsh creation area(s). The crown elevation of the internal training dike shall not exceed the target marsh creation area elevation. All costs associated with constructing and maintaining the internal training dikes shall be at no additional cost to the Owner. If proposed, the Contactor shall include their training dike layout in the Work Plan.
- 300.8 <u>Maintenance</u>: All dikes shall be maintained by the Contractor until acceptance of the respective marsh creation area(s). Should a breach or failure of any of the dikes occur

before the marsh creation area gains acceptance, the Contractor shall immediately notify the Engineer, cease filling of the marsh creation area and initiate repairs to the containment dike. All external spills of hydraulic dredge or dike material from the marsh creation area shall be immediately returned to the marsh creation area by the Contractor at no additional cost to the Owner. The Engineer may reduce the pay volume by the volume of material lost. This volumetric calculation will be determined by the Engineer at their discretion. The Contractor shall include a detailed procedure and communication protocol for the repair and reporting of dike breaches in the Work Plan.

- 300.9 <u>Acceptance</u>: Dikes shall gain acceptance after the Process and/or As-Built Surveys show compliance with the lines, grades, elevations, and tolerances shown on the Plans and are accepted by the Engineer. The Engineer may require the addition or removal of material that is excavated or placed beyond the specified tolerances at no additional cost to the Owner. Partial Acceptance of the dikes may be requested in 1,000 foot (minimum) sections. Initial acceptance by the Engineer does not relieve the Contractor of their responsibility to maintain the dikes until final acceptance of the respective marsh creation area.
- 300.10 <u>Measurement and Payment</u>: Payment for these dikes shall be made at the Contract unit price per linear foot for Bid Item No. 7, "Earthen Containment Dikes (TS-300)". Payment shall constitute full compensation for furnishing the labor, equipment and other incidentals related to these items of the Work. The Contractor may request partial payment, in 1000 foot (minimum) continuous, unbroken, and accepted sections, on a monthly basis based on the linear feet of dike constructed.
 - 300.10.1 <u>Marsh Creation Area 2</u>: Bid Alternate #1 will deduct 4,120 linear feet of earthen containment dike between marsh creation area 1 and 2 from the work shown on the Plans. If Bid Alternate #1 is awarded, a deduction in payment shall be made at the contract unit price per linear foot for Bid Item No. 17, "Earthen Containment Dikes Deduction for Marsh Creation Area 2 (TS-300)".
 - 300.10.2 <u>Marsh Creation Area 2</u>: Bid Alternate #1 will add 4,120 linear feet of reduced height earthen containment dike between marsh creation area 1 and 2 to the Work shown on the Plans. If Bid Alternate #1 is awarded, payment shall be made at the contract unit price per linear foot for Bid Item No. 18, "Reduced Height Earthen Containment Dikes – Addition for Marsh Creation Area 2 (TS-300)".
 - 300.10.3 <u>Marsh Creation Area 2</u>: Bid Alternate #1 will add 6,060 linear feet of earthen containment dike around marsh creation area 2 to the Work shown on the Plans. If Bid Alternate #1 is awarded, payment shall be made at the contract unit price per linear foot for Bid Item No. 19, "Earthen Containment Dikes Addition for Marsh Creation Area 2 (TS-300)".
 - 300.10.4 <u>Marsh Creation Area 3</u>: Bid Alternate #2 will deduct 5,810 linear feet of earthen containment dike between marsh creation area 1, 2, and 3 from the work shown on the Plans. If Bid Alternate #2 is awarded, a deduction in payment shall be made at the contract unit price per linear foot for Bid Item No. 25, "Earthen Containment Dikes Deduction for Marsh Creation Area 3 (TS-300)".
 - 300.10.5 Marsh Creation Area 3: Bid Alternate #2 will add 5,810 linear feet of reduced height

earthen containment dike between marsh creation area 1, 2, and 3 to the Work shown on the Plans. If Bid Alternate #2 is awarded, payment shall be made at the contract unit price per linear foot for Bid Item No. 26, "Reduced Height Earthen Containment Dikes – Addition for Marsh Creation Area 3 (TS-300)".

- 300.10.6 <u>Marsh Creation Area 3</u>: Bid Alternate #2 will add 7,810 linear feet of earthen containment dike around marsh creation area 3 to the Work shown on the Plans. If Bid Alternate #2 is awarded, payment shall be made at the contract unit price per linear foot for Bid Item No. 27, "Earthen Containment Dikes Addition for Marsh Creation Area 3 (TS-300)".
- 300.11 <u>Ratio of Effort/Payment:</u> Ninety (90) percent of the Contract cost for this bid item will be paid to the Contractor after acceptance of the dikes. The remaining ten (10) percent will be paid to the Contractor after final acceptance of the respective marsh creation area and the As-Built Survey of the dikes.

TS-330 EARTHEN TERRACES

- 330.1 <u>Scope</u>: The Contractor shall furnish all materials, labor and equipment necessary to construct and maintain the earthen terraces (terraces) in accordance with the Specifications and in conformity to the lines, grades, elevations and tolerances shown on the Plans, or otherwise modified by the Pre-Construction Survey. Construction sequencing of this item shall be included in the Work Plan.
- 330.2 <u>Equipment</u>: All terraces shall be constructed and maintained using mechanical excavation equipment. The Equipment Data Sheet in Appendix K shall be included in the Work Plan for all mechanical excavation equipment proposed to perform the Work. The mechanical excavation equipment shall be in satisfactory operating condition, capable of efficiently performing the Work, and shall be subject to inspection by the Owner or Engineer throughout the performance of the Work.
- 330.3 <u>Equipment Access</u>: All proposed routes for equipment access shall be provided in the Work Plan. The Contractor may use the equipment access corridor, shown on the Plans, to perform the Work. The Contractor shall be responsible for acquiring the appropriate permits and access agreements for all proposed routes outside of the permitted area. The Contractor shall provide a copy of the permit and/or access agreement to the Owner prior to mobilization. Impacts to wetlands or water bottoms outside of the permitted Project Area shall be returned to pre-project conditions, prior to demobilization, at no additional cost to the Owner. Channel dredging shall not be permitted. The Contractor shall not traverse across any pipeline with land-based equipment (ex. Marsh Excavator) prior to placement of protective measures (if required by the pipeline owner) during construction and maintenance of the terraces.
- 330.4 <u>Construction</u>: The terraces shall be constructed to an elevation of three (+3.0) feet from in-situ borrow material that is excavated adjacent to the terraces. The borrow material shall not be excavated within the minimum offset distance from the toes of the terraces, as shown on the Plans. Material shall not be excavated from the borrow areas below the maximum depth shown on the Plans. Terraces shall be bucket dressed/smoothed prior to Acceptance.
 - 330.4.1 <u>Tolerance</u>: The vertical elevation tolerance for the crest height of the terraces shall

be plus one-half (+0.5) foot.

- 330.5 <u>Borrow Material</u>: The soil properties of the borrow material may vary across the Project Site. The Geotechnical Investigation Report is provided in Appendix H. All unsuitable organic debris (Logs, stumps, snags, etc.) greater than two (2) inches in diameter or two (2) feet in length that is encountered in the terrace borrow area shall remain and not be utilized to construct the terrace. All unsuitable inorganic debris (Tires, scrap, etc.) greater than five (5) pounds that is encountered in the terrace borrow area shall be disposed offsite in an approved waste disposal facility.
- 330.6 <u>Maintenance</u>: The terraces shall be maintained by the Contractor until final Acceptance of all terraces. Any material beyond the lines, grades, elevations, and tolerances shown on the Plans shall be immediately returned to the terrace or associated borrow area at no additional cost to the Owner.
- 330.7 <u>Acceptance</u>: Terraces shall gain acceptance after the Process and/or As-Built Surveys show compliance with the lines, grades, elevations, and tolerances shown on the Plans and are accepted by the Engineer. Surveys for Acceptance shall be performed no sooner than fourteen (14) days after construction of each terrace. The Contractor may request partial acceptance for each completed terrace. The Engineer may require the addition or removal of material that is excavated or placed beyond the specified tolerances at no additional cost to the Owner.
- 330.8 <u>Measurement and Payment</u>: Payment shall be made at the Contract unit price per linear foot for Bid Item No. 8, "Earthen Terraces (TS-330)". Payment shall constitute full compensation for furnishing the labor, equipment and other incidentals related to this item of the Work. The Contractor may request partial payment on a monthly basis based on the linear feet of terrace sections constructed and accepted by the Engineer.
 - 330.8.1 <u>Marsh Creation Area 3</u>: Bid Alternate #2 will deduct 14,850 linear feet of earthen terraces from the work shown on the Plans. If Bid Alternate #2 is awarded, a deduction in payment shall be made at the contract unit price per linear foot for Bid Item No. 28, "Earthen Terraces Deduction for Marsh Creation Area 3 (TS-330)".

TS-360 TEMPORARY DRAINAGE CONTROL

- 360.1 <u>Scope</u>: The Contractor shall furnish all materials, labor and equipment necessary to construct and maintain the temporary drainage control measures in accordance with the Specifications and in conformity to the lines, grades, elevations and tolerances shown on the Plans, or otherwise modified by the Pre-Construction Survey. The temporary drainage control measures shall consist of an earthen dike and water bladder as shown on the Plans. The temporary drainage control measures shall aid drainage of the decanted water leaving the marsh creation area to the north. Construction sequencing of this item shall be included in the Work Plan.
- 360.2 <u>Equipment</u>: All drainage control measures shall be constructed and maintained using mechanical excavation equipment. The Equipment Data Sheet in Appendix K shall be included in the Work Plan for all mechanical excavation equipment proposed to perform the Work. The mechanical excavation equipment shall be in satisfactory operating condition, capable of efficiently performing the Work, and shall be subject to inspection

by the Owner or Engineer throughout the performance of the Work

- 360.3 <u>Equipment Access</u>: All proposed routes for equipment access shall be provided in the Work Plan. The Contractor may use the equipment access corridor, shown on the Plans, to perform the Work. The Contractor shall be responsible for acquiring the appropriate permits and access agreements for all proposed routes outside of the permitted area. The Contractor shall provide a copy of the permit and/or access agreement to the Owner prior to mobilization. Impacts to wetlands or water bottoms outside of the Project Area shall be returned to pre-construction conditions prior to demobilization at no additional cost to the Owner. Access channel dredging shall not be permitted. The Contractor shall not traverse across any pipeline with land-based equipment (ex. Marsh Excavator) prior to placement of protective measures (if required by the pipeline owner) during construction and maintenance of the drainage control measures.
- 360.4 <u>Construction</u>: The temporary drainage control earthen dike shall be constructed to the same lines grades and elevations as the earthen containment dike in TS-300 using in-situ borrow material that is excavated north of the earthen dike. The borrow material shall not be excavated within the minimum offset distance from the toes of the terraces, as shown on Sheet 9 of the Plans. Material shall not be excavated from the borrow areas below the maximum depth shown on Sheet 9 of the Plans. The temporary drainage control earthen dike shall be bucket dressed/smoothed prior to Acceptance.

The water bladder shall be appropriately sized to meet the top elevation shown on Plan Sheet 41 of the Plans. The water bladder shall be filled with water and anchored in place. It is the Contractor's responsibility to determine the filling method and anchor spacing for their selected water bladder. The water bladder shall extend from marsh edge to the center of the earthen containment dike as shown on Sheets 7 and 8 of the Plans.

- 360.4.1 <u>Tolerances</u>: The vertical elevation tolerance for the crest height of the earthen dike shall be plus one-half (+0.5) foot. The vertical elevation tolerance for the crest height of the water bladder shall be plus one-half (+0.5) foot.
- 360.5 <u>Earthen Dike Borrow Material</u>: The soil properties of the borrow material may vary across the Project Site. The Geotechnical Investigation Report is provided in Appendix H. All unsuitable organic debris (Logs, stumps, snags, etc.) greater than two (2) inches in diameter or two (2) feet in length that is encountered in the earthen dike borrow area shall remain and not be utilized to construct the earthen dike. All unsuitable inorganic debris (Tires, scrap, etc.) greater than five (5) pounds that is encountered in the earthen dike borrow area shall be disposed off-site in an approved waste disposal facility.
- 360.6 <u>Acceptance</u>: The earthen dike and water bladder shall gain Initial Acceptance after the Process and/or As-Built Surveys show compliance with the lines, grades, elevations, and tolerances shown on the Plans and are accepted by the Engineer. Earthen dike surveys for Acceptance shall be performed no sooner than fourteen (14) days after construction of the earthen dike. The water bladder survey for Acceptance shall be performed after installation of the water bladder. The Engineer may require the addition or removal of material that is excavated or placed beyond the specified tolerances for the earthen dike at no additional cost to the Owner.
- 360.7 <u>Maintenance</u>: The earthen dike and water bladder shall be maintained by the Contractor

until final Acceptance of all marsh creation area(s). Any earthen dike material beyond the lines, grades, elevations, and tolerances shown on the Plans shall be immediately returned to the earthen dike borrow area at no additional cost to the Owner.

After final Acceptance of all marsh creation areas, the earthen dike shall be degraded to preconstruction conditions, backfilling the earthen dike borrow area, and the water bladder shall be demobilized from the project site.

- 360.8 <u>Measurement and Payment</u>: Payment shall be made at the Contract unit price per lump sum for Bid Item No. 9, "Temporary Drainage Control (TS-360)". Payment shall constitute full compensation for furnishing the labor, equipment and other incidentals related to this item of the Work.
- 360.9 <u>Ratio of Effort/Payment:</u> Seventy (70) percent of the Contract cost for this bid item will be paid to the Contractor after Initial Acceptance of the earthen dike and water bladder. The remaining thirty (30) percent will be paid to the Contractor after final acceptance of all marsh creation areas, the earthen dike is degraded, and water bladder is demobilized.

TS-400 HYDRAULIC DREDGING AND MARSH CREATION

- 400.1 <u>Scope</u>: The Contractor shall furnish all materials, labor and equipment necessary to hydraulically dredge the marsh creation borrow area and place the material into the marsh creation area(s) in accordance with these Specifications and in conformity to the lines, grades, elevations and tolerances shown on the Plans. The borrow material shall be dredged, pumped, and placed in such a manner to ensure that negative impacts are avoided or minimized to the maximum extent practicable. This section shall include the operation and maintenance of the hydraulic dredge, dredge pipeline, and booster pump.
- 400.2 <u>Equipment</u>: All equipment shall be in satisfactory operating condition, capable of efficiently performing the Work and shall be subject to inspection by the Engineer or Resident Project Representative at all times. The Contractor shall provide an equipment protection plan in the Work Plan addressing procedures for stage fluctuations and adverse weather conditions.
 - 400.2.1 <u>Hydraulic Dredge Data Sheet</u>: The Hydraulic Dredge Data Sheet in Appendix J shall be submitted in the Work Plan.
 - 400.2.2 <u>Equipment Data Sheet</u>: The Equipment Data Sheet in Appendix K shall be submitted in the Work Plan for all heavy equipment proposed to perform the Work other than the hydraulic dredge (I.E., marsh buggies, tenders, etc.).
- 400.3 <u>Equipment Access</u>: All proposed routes for equipment access shall be provided in the Work Plan. The Contractor may use the equipment access corridor, shown on the Plans, to perform the Work. The Contractor shall be responsible for acquiring the appropriate permits and access agreements for all proposed routes outside of the permitted area. The Contractor shall provide a copy of the permit and/or access agreement to the Owner prior to mobilization. Impacts to wetlands or water bottoms outside of the permitted Project Area shall be returned to pre-project conditions, prior to demobilization, at no additional

cost to the Owner. Channel dredging shall not be permitted. The Contractor shall not traverse across any pipeline with any equipment (ex. marsh excavator, dredge pipeline, etc.) prior to placement of protective measures (if required by the pipeline owner) during construction and of the marsh creation area(s).

- 400.3.1 Existing Infrastructure Protective Measures: The Contractor shall be responsible for investigating, locating, and protecting all existing facilities, structures, utilities, and pipelines on, above, or under the surface of the equipment access corridor and Project Site. The Owner will not be held responsible for damage to the Contractor's equipment, employees, subcontractors, adjacent property owners, or anyone else connected with this Work due to negligence by the Contractor. Protective measures shall be capable of withstanding equipment and pipeline loads while protecting the existing buried pipelines from damage. Type(s) of material used shall be coordinated with and approved by the pipeline owner, and included in the Work Plan. The Contractor shall not traverse across any pipeline with equipment which could damage the pipeline. The Contractor shall remove the protective measures from the Project Area prior to demobilization. Any damages to existing infrastructure shall be returned to pre-project conditions at no additional cost to the Owner.
- 400.4 <u>Hydraulic Dredging</u>: The Contractor shall dredge the marsh creation borrow area and place the dredged material in the marsh creation area(s).
 - 400.4.1 <u>Borrow Material</u>: The material to be dredged from the borrow areas may consist of soft clay in the uppermost ten (10) to twelve (12) feet, followed by firm clay with intermittent layers of clayey silt and silty sand up to three (3) feet thick. The northern most thousand feet of borrow area is composed clayey sands with trace fines. Soil boring logs for the marsh creation borrow area are provided in the Geotechnical Data Report in Appendix H. Additional materials such as logs, stumps, snags, tires, scrap and other debris which are encountered shall be removed and properly disposed of by the Contractor at no additional expense to the Owner.
 - 400.4.2 <u>Dredging Limits</u>: Dredging shall occur within the limits of the borrow area as shown on the Plans. The Contractor shall immediately notify the Engineer if the marsh creation borrow area limits, as shown on Sheet 5 of the Plans, are exceeded. No payment shall be made for any material dredged beyond the marsh creation borrow area limits of borrow. The Contractor shall also pay all permit fines and other expenses related to dredging beyond the marsh creation borrow area limits of borrow at no additional cost to the Owner.
 - 400.4.3 <u>Dredge Location Control</u>: The Contractor is required to utilize a Differential Global Positioning System (DGPS) to accurately and continuously track and record the position and depth of the dredge and cutter head while dredging the marsh creation borrow area. The position of the dredge and cutter head shall be recorded in Louisiana South State Plane Coordinate System, NAD 1983 within an accuracy of one (1.0) foot. The Engineer and/or Resident Project Representative shall be allowed to board the dredge and observe dredging operations, including access to the bridge. The Contractor is required to calibrate the DGPS equipment as per

manufacturer's specifications. The Contractor is also required to have a dredging depth indicator, with an accuracy of one half (0.5) foot, capable of gauging the depth being dredged at all times for each piece and type of dredging plant being utilized. The instrument shall be of electronic recorder type. The indicators shall be in plain view of Operators and Resident Project Representative and be adjusted to the reference datum, NAVD88 Geiod 12A-Epoch 2010.00. The Contractor shall use surveying equipment and methodology specified in TS-200 to achieve this vertical datum. The position data and calibration records shall be included in the Daily Progress Reports. The proposed type of positioning equipment and proposed tide corrections methods and measurements shall be included in the Work Plan.

- 400.5 <u>Marsh Creation</u>: The Contractor shall place the material dredged from the marsh creation borrow area into marsh creation area(s).
 - 400.5.1 <u>Placement of Dredged Material</u>: Dredged material shall be placed into the marsh creation area(s) after acceptance of the respective dikes and marsh creation area Pre-Construction Survey. The Dredged material shall be placed to the construction marsh creation area elevation of plus-two (+2.0) feet NAVD 88, as shown on the Plans. The vertical elevation tolerance for the crest height of the marsh creation shall be plus one half (0.5) foot from maximum.

The dredge flow rate and slurry density shall be regulated to insure that the construction marsh creation fill elevations comply with the specified tolerances, the integrity of the dikes are maintained, and no slurry material is discharged from the marsh creation area(s). The Contractor shall be responsible for the restoration of any damages to adjacent wetlands or water bodies resulting from marsh creation activities.

- 400.5.2 <u>Marsh Creation Area Construction Sequencing</u>: The Contractor shall place the hydraulic dredge material into the alternate marsh creation area(s), if awarded, and receive Acceptance prior to placing hydraulic dredge material into marsh creation area 1.
- 400.5.3 <u>Right to Vary</u>: The Owner reserves the right to vary the marsh creation area elevation of the marsh from the lines and grades shown on the Plans or observed at the Project Site in order to establish a uniform marsh creation area. The marsh creation area cross-sections shown on the Plans are for the purpose of estimating the amount of dredged material needed and will be used by the Engineer in making any change in the lines and grades. Quantities are estimates based on surveys conducted in September 2014. 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 remain within funding limits. In the event of material overruns/underruns by less than twenty-five percent (25%), the bid unit costs will be used to determine payment to the Contractor.
- 400.5.4 <u>Dewatering</u>: The Contractor shall dewater the marsh creation area(s) in order to achieve the construction marsh creation elevation within the specified tolerances. The marsh creation area(s) shall be allowed to dewater for a minimum of thirty (30) days after receiving acceptance by the Engineer. The Contractor shall be responsible

for sizing the dewatering structures to remove dredged water as well as rainfall so that the dikes are not overtopped.

Dewatering structures such as weirs or spill boxes shall be utilized to discharge the decanted water from marsh creation area. The alternate marsh creation area(s) shall be dewatered into the base bid marsh creation area. The base bid marsh creation area shall be dewatered along the north dike between the outer dike and water bladder. Decanted water shall not be discharged directly into other adjacent water bodies without written request from the Contractor and prior approval by the Engineer. The hydraulic grade and loss of fine dredged material may be further reduced by installing internal training dikes, weirs, hay bales or silt fences. The proposed locations and shop drawings of the dewatering structures shall be provided in the Work Plan.

- Acceptance: The Contractor shall submit a request for acceptance from the Engineer once 400.6 the target marsh creation area elevation has been met. Daily grade stake elevations shall be used to determine when the target elevation has been met. The Contractor shall notify the Engineer when grade stake elevations indicate target elevation have been achieved for the respective marsh creation area. All of the grade stake readings must be within the tolerance in order to receive approval to initiate the topographic survey. No less than two (2) working days after the Engineer accepts this grade stake data, a topographic survey shall be performed in accordance with TS-200.8.9. At least 80% of the survey points must be within the acceptable elevation tolerance as shown on the plans for the respective marsh creation area to be accepted. All marsh creation area surveys shall be witnessed by the Engineer or Resident Project Representative. If the marsh creation area is below the target/minimum elevation, the Contractor shall place additional material prior to Acceptance. The Engineer may require material placed above the elevation tolerance to be removed or reduce the pay volume by this amount. This volumetric calculation shall be determined by the Engineer at their discretion.
- 400.7 Measurement and Payment: The contractor may submit an Application for Payment after gaining Acceptance. Payment will be made at the Contract unit price per cubic yard (Dredged from the marsh creation borrow area/Payment on the Cut) for Bid Item No. 10, "Hydraulic Dredging and Marsh Creation (TS-400)". Payment shall constitute full compensation for furnishing the material, labor, equipment and other incidentals related to this item of the Work. Payment will be based on the result of the comparison of the marsh creation borrow area Pre-Construction and Process/As-Built surveys. The Engineer will verify the pay quantities provided by the Contractor based on the Pre-Construction and Process/As-Built surveys conducted by the Contractor and accepted by the Engineer. The Engineer, at their discretion, may verify the As-Built survey results of the Contractor with an independent Engineer's Survey. The Engineer's Survey will be used for payment if, in the Engineer's opinion, a significant difference is found between the Contractor's As-Built survey and the Engineer's survey. The quantity of material placed above the tolerances stated in TS-400.5.1, will be deducted from payment per cubic yard at the Contract unit price. The volume of material placed above the tolerances and/or outside the marsh creation area(s) will be calculated by the Engineer. The Contractor may request partial payment, monthly, based on the cubic yards dredged from the marsh creation borrow area. This volume shall be determine by the accepted marsh creation borrow area Process Surveys.

- 400.7.1 <u>Marsh Creation Area 2:</u> Bid Alternate #1 will add 700,000 cubic yards of marsh fill to the Work shown on the Plans. If Bid Alternate #1 is awarded, payment shall be made at the contract unit price per cubic yard for Bid Item No. 20, "Hydraulic Dredging and Marsh Creation Addition for Marsh Creation Area 2 (TS-400)".
- 400.7.2 <u>Marsh Creation Area 3</u>: Bid Alternate #2 will add 1,000,000 cubic yards of marsh fill to the Work shown on the Plans. If Bid Alternate #2 is awarded, payment shall be made at the contract unit price per cubic yard for Bid Item No. 29, "Hydraulic Dredging and Marsh Creation Addition for Marsh Creation Area 3 (TS-400)".

TS-1100 OPEN CUT HIGHWAY CROSSING

- 1100.1 <u>Scope</u>: The Contractor shall furnish all labor, materials, equipment and technical support, and perform all operations necessary for the installation of concrete casing pipe (Pipe) via open-cut methods underneath LA 82 in accordance with the locations, lines, and grades provided on the Plans, in these Specifications and the Louisiana State Standard Specifications for Roads and Bridges, latest edition, including Supplemental Specifications (hereinafter referred to as DOTD Specifications) or as directed by the Engineer. The Contractor shall include costs for labor, materials and equipment, and all necessary costs for safety training, supplies and services to protect personnel during open-cut operations in accordance with federal, state and local regulations concerning construction safety. The Contractor shall attend an additional Pre-Construction Conference with the Louisiana DOTD to discuss the LA 82 crossing. The prime and all sub-contractors working on the crossing shall attend this meeting. All nighttime operations shall be conducted in accordance with Section 713.1 of the DOTD Specifications.
- 1100.2 <u>Control of Work</u>: Control of work shall be in accordance with these Plans and DOTD Specification Section 105.
- 1100.3 <u>Materials</u>: The casing pipe shall be made of reinforced concrete pipe (RCP), in accordance with DOTD Specifications Section 701, Culverts and Storm drains. The casing pipe shall have a minimum inside diameter of forty-two (42) in. and a minimum wall thickness of four and one-half (4.5) in.

Class II Base Course, Asphaltic Concrete Mixtures, Flowable Fill, and Bedding Material shall conform to DOTD Specifications Sections 302, 502, 710, and 726 respectively.

Permanent pipeline markers shall be placed on each side of the LA 82 as shown on the Plans to mark the crossing locations. Markers shall be placed prior to demobilization. The pipeline marker signs shall be made in accordance with DOTD Specification Section 729. A proposed drawing of the permanent markers shall be included in the Work Plan for approval by the Engineer.

1100.4 <u>Installation</u>: Casing pipe installation shall conform to the Plans and DOTD Specification Section 701.

The Contractor shall perform a survey to locate, probe, identify, and mark any utilities within the conveyance corridor limits in the vicinity of the proposed excavation and

alignments for casing pipe installation operations and shall submit a proposed construction plan for open-cut installation of the permanent casing pipe in the Work Plan for approval by the Engineer. The open-cut excavation and bracing plan shall be stamped by a professional engineer licensed in the state of Louisiana.

If existing utility infrastructure is damaged by the Contractor during construction, the utilities shall be repaired immediately to pre-construction conditions by the Contractor at no cost to the Owner.

Sediment pipeline installation shall be performed in a way that will not interfere with or endanger the roadway surface and activity thereon, and minimize subsidence of the surface and utilities above and in the vicinity of the operations. The Contractor shall be responsible for all settlement resulting from operations and shall repair and restore damaged road surfaces or utilities to pre-construction conditions at no cost to the Owner. Trenches shall be excavated, and trench boxes shall be installed to prevent failure and loss of roadway base materials.

Pavement saw-cutting, excavation, backfilling, and pavement patch shall conform to the Plans and DOTD Specifications. The Contractor shall submit a shop drawing of the proposed pavement patch for DOTD approval prior to the Pre-Construction Conference. Excavation and Embankment shall conform to DOTD Specification Section 203. Backfill shall consist of embankment material, flowable fill, and bedding material as shown in the plans and shall conform to DOTD Specification Sections 203, 710, and 726, respectively. Pavement patch shall conform to DOTD Specification Section 510, Asphaltic Concrete Pavement Patching, Widening, and Joint Repair.

Upon completion of the installation of the sediment pipeline, disturbed areas shall be seeded or protected from erosion. The area shall be restored to pre-construction conditions.

DOTD may require materials inspections and/or sampling prior to installation. This may include but is not limited to asphalt mix, embankment, concrete pipe, and flowable fill. Shop drawings shall be provided for DOTD approval prior to the Pre-Construction conference. Certificates of inspection shall be submitted prior to material installation.

1100.5 <u>Traffic Control</u>: Traffic shall be maintained by the Contractor in accordance with DOTD Specification 104.03. The Contractor shall have a designated Traffic Control Supervisor and maintain a daily traffic control log. All lane closures shall be authorized by the Engineer, and unless otherwise authorized, lane closures will only be allowed while work is being performed. The Contractor shall provide the Engineer a seven (7) calendar day notice prior to any lane closure. One (1) lane shall remain open at all times during casing pipe installation. The east bound lane shall be widened using nine (9) feet of crushed aggregate conforming to DOTD Specification subsection 1003.03.1 to provide minimum twelve (12) foot travel lane width during installation of the casing pipe across the eastbound lane. Geotextile fabric shall be placed beneath the crushed aggregate conforming to DOTD Specification subsection 1003.03.1 to provide minimum twelve (12) foot travel lane width during installation of the casing pipe across the eastbound lane. Geotextile fabric shall be placed beneath the crushed aggregate conforming to DOTD Specification subsection 1003.03.1 to provide minimum twelve (12) foot travel lane width during installation of the casing pipe across the eastbound lane. Geotextile fabric shall be placed beneath the crushed aggregate conforming to DOTD Specification section 1019. A Triton Barrier System shall be installed along the limits of excavation to separate vehicular traffic from the open-cut. Steady burning lights shall be installed on top of barriers to provide sufficient lighting at night. A traffic control plan shall be submitted to the Engineer with the Work Plan and conducted per the DOTD TTC requirements. Crossing construction sequencing shall conform with TS-1100.6.

- 1100.6 <u>Louisiana Highway 82 Crossing Construction Sequence</u>: The sediment pipeline casing pipe to be installed underneath LA 82 shall be installed in phases. All construction aspects of this installation shall conform to DOTD Specifications and TS-1100 of these specifications.
 - 1100.6.1 <u>Phase 1</u>: Phase 1 consists of the closure of the westbound lane of LA 82 and installation of one section of casing pipe as shown on the Plans. The eastbound lane shall be widened using nine (9) inches of crushed aggregate to facilitate passing traffic during restricted lane width. The Contractor shall clear the existing grade of vegetation and topsoil prior to widening, place geotextile fabric and crushed aggregate, and maintain the temporarily widened section so that it is suitable to facilitate travel throughout the installation. Temporary traffic control (TTC) shall be installed throughout the duration of the work. The westbound section of the casing pipe shall be installed via open highway cut as shown on the Plans. Trenches shall be excavated, and trench boxes shall be installed to prevent failure and loss of roadway base materials. The concrete casing pipe shall be installed and trench backfilled, followed by a pavement patch conforming to requirements described in TS-1100.4.
 - 1100.6.1.1 The dimensions of the open highway cut and trench excavation shall be in accordance with the Plans.
 - 1100.6.1.2 All TTC devices including flaggers, temporary traffic signals, Triton barriers, and temporary signage shall be in accordance with DOTD TTC-04 and as shown on the Plans. TTC operations shall continue 24 hours per day until two-way travel is reinstated in Phase 3. If flaggers are used, they shall have radio communication capabilities during flagging operations.
 - 1100.6.1.3 All TTC devices shall be used in accordance with DOTD Specification Section 713 and the MUTCD and shall meet the NCHRP Report 350 or MASH requirements for Test Level 3 devices as shown on the Plans.
 - 1100.6.1.4 Portable light plants shall be installed and operational overnight for the duration of the roadway crossing construction at the locations shown on the Plans, including two TTC stations.
 - 1100.6.1.5 Channelizing devices shall be installed at the locations shown in the Plans and shall be lit at night in accordance with DOTD TTC-00(c).
 - 1100.6.2 <u>Phase 2</u>: Phase 2 consists of the closure of the eastbound lane of LA 82 and encompasses the following work: TTC installation, open highway cut of the eastbound lane, trench excavation, placement of the concrete casing pipe, backfilling of the trench, and asphalt pavement patching.
 - 1100.6.2.1 The dimensions of the open highway cut and trench excavation shall be in accordance with the Plans.
 - 1100.6.2.2 All TTC devices including flaggers, temporary traffic signals, Triton barriers, and temporary signage shall be in accordance with DOTD TTC-04 as shown

on the Plans. Triton barriers used to shield the temporary dredge pipeline shall be installed with a minimum flare rate of 14:1 in accordance to the AASHTO Roadside Design Guide, Table 5.9. TTC operations shall continue 24 hours per day until two-way travel is reinstated in Phase 3. Flaggers, if used, shall have radio communication capabilities during flagging operations.

- 1100.6.2.3 All TTC devices shall be used in accordance with DOTD Specification Section 713 and the MUTCD and shall meet the NCHRP Report 350 or MASH requirements for Test Level 3 devices as shown on the Plans.
- 1100.6.2.4 Portable light plants shall be installed and operational overnight for the duration of the roadway crossing construction at the locations shown on the Plans, including two TTC stations.
- 1100.6.2.5 Channelizing devices shall be installed at the locations shown in the Plans and shall be lit at night in accordance with DOTD TTC-00 (c).
- 1100.6.3 <u>Sediment Pipeline Installation and Dredging Operation Phase (Phase 3)</u>: TTC devices shall be installed and maintained as shown on the Plans until after the marsh creation area(s) has been accepted, the temporary sediment pipeline removed, and the access pits backfilled.

Following installation, the temporary sediment pipeline will be located within the Clear Zone. Triton barriers shall be used to shield formidable obstacles from pipeline and equipment within the Clear Zone as shown on the Plans and in accordance with the Roadside Design Guide (AASHTO 4th Edition, 2011). Triton barriers used to shield the temporary dredge pipeline shall be installed with a minimum flare rate of 14:1 in accordance to the AASHTO Roadside Design Guide, Table 5.9, as shown in the Plans. Sufficient signage identifying the work area shall be installed and remain throughout the duration of the project. The contractor shall be liable for any damage to pipeline and/or equipment by formidable obstacles and shall immediately repair any damage to the sediment pipeline caused by such.

- 1100.6.3.1 All TTC devices including flaggers, triton barriers, and temporary signage shall be in accordance with DOTD TTC-04 as shown on the Plans.
- 1100.6.3.2 All TTC devices shall be used in accordance with DOTD Specifications and the MUTCD and shall meet the NCHRP Report 350 or MASH requirements for Test Level 3 devices as shown on the Plans.
- 1100.7 <u>Construction Window:</u> As this work requires restricting access on a state Hurricane Evacuation Route, the installation shall be done outside of the peak of the hurricane season (August 1st to October 20th). Should a tropical system enter the Gulf during operations, both lanes shall be reopened as soon as practicable.
- 1100.8 <u>Measurement and Payment</u>: The Contractor shall submit an Application for Payment for the costs incurred to provide all labor, material, and equipment necessary to install the casing pipe as denoted in the Contract Documents. Upon Acceptance by the Engineer, an invoice shall be paid at the contract lump sum for Bid Item No. 11, "Open Cut Highway Crossing (TS-1100)".

TS-1101 HIGHWAY MILLING AND ASPHALT OVERLAY

- 1101.1 <u>Scope:</u> Work consists of furnishing and assembling the materials and equipment necessary to construct, layout, and install a one hundred (100) foot asphalt overlay of LA 82 in accordance with these Specifications, Plans, and the Louisiana Standard Specifications for Roads and Bridges, 2016 edition, including Supplemental Specifications (hereinafter referred to as DOTD Specifications) or as directed by the Engineer.
- 1101.2 <u>Control of Work:</u> Control of work shall be in accordance with these Plans and DOTD Specification Section 105.
- 1101.3 <u>Materials:</u> Asphalt Concrete shall be from an approved Job Mix Formula and consist of approved source materials, in accordance with DOTD Specification Section 502, Superpave Asphaltic Concrete Mixtures. The asphalt overlay shall have an average thickness of two (2) inches.

Asphalt Concrete, Milling Asphalt Pavement, Reflectorized Raised Pavement Markers, and Plastic Pavement Striping shall conform to DOTD Specification Sections 502, 509, 731, and 732, respectively.

Milling Asphalt Pavement and the Asphalt Overlay Work shall be performed within the limits shown on the Plans. Plastic Pavement Striping and Reflectorized Raised Pavement Markers shall be placed prior to demobilization.

1101.4 <u>Construction:</u> Milling Asphalt Pavement and the Asphalt overlay shall conform to the Plans and DOTD Specification Sections 509 and 502.

No excavation is required for the execution of this Work. If existing utility infrastructure is damaged by the Contractor during construction, the utilities shall be repaired immediately to pre-construction conditions by the Contractor at no cost to the Owner.

Milling Asphalt Pavement and Asphalt Overlay operations shall be performed in a way that will not interfere with or endanger the roadway surface and activity thereon outside of the overlay limits, and minimize subsidence of the surface and utilities above and in the vicinity of the operations. The Contractor shall be responsible for all settlement resulting from operations and shall repair and restore damaged road surfaces or utilities to preconstruction conditions at no cost to the Owner.

Milling Asphalt Pavement and Asphalt Overlay operations shall conform to the Plans and DOTD Specifications. Milling Asphalt Pavement shall conform to DOTD Specification Section 509. The Contractor shall retain one hundred (100) percent of the Reclaimed Asphaltic Pavement (RAP) resulting from milling operations. Asphalt Overlay operations shall conform to DOTD Specification Sections 502 and 503.

DOTD may require materials inspections and/or sampling prior to construction. This may include but is not limited to asphalt mix, thermoplastic pavement markings, pavement markers, and epoxy. Certificates of Compliance and Certificates of Delivery shall be submitted prior to material installation as required by the DOTD Sampling Manual.
- 1101.5 <u>Traffic Control:</u> Traffic shall be maintained by the Contractor in accordance with DOTD Specification 104.03. The Contractor shall have a designated Traffic Control Supervisor and maintain a daily traffic control log. All lane closures shall be authorized by the Engineer, and unless otherwise authorized, lane closures will only be allowed while work is being performed. The Contractor shall provide the Engineer a seven (7) calendar day notice prior to any lane closure. One (1) lane shall remain open at all times during milling asphalt pavement and asphalt overlay operations. Flaggers shall be used to ensure minimal disruption of traffic flow. "Dip" signs shall be installed at the milled butt joints during milling operations. Flagger ahead signs shall be installed in accordance with the DOTD standard TTC in the Plans. A traffic control plan shall be submitted to the Engineer with the Work Plan and conducted per the DOTD TTC requirements
- 1101.6 <u>Maintenance of Traffic</u>: Traffic shall be maintained by the Contractor in accordance with DOTD Specification 104.03. All lane closures shall be authorized by the Engineer, and unless otherwise authorized, lane closures will only be allowed while work is being performed. The Contractor shall provide the Engineer a seven (7) calendar day notice prior to any lane closure. A late lane opening rental will be charged to the Contractor for any lane closure that extends beyond the allowed closure times. The maximum allowed closure time for the cold planning work shall be seven (7) days. The rental rate for late lane openings shall be assessed at a rate of two hundred and fifty (250) dollars per hour beginning seven (7) calendar days after the first lane closure. The rental rate shall also apply to any unauthorized lane closures by the Contractor. Any rental monies for late lane openings or unauthorized lane closures shall be deducted from payments due to the Contractor in accordance with DOTD specification 104.03.
- 1101.7 <u>Pavement Markings:</u> Plastic Pavement Striping and Reflectorized Raised Pavement Markers shall be restored over the newly placed pavement patch to pre-project layout in accordance with DOTD Specification Sections 731 and 732.
- 1101.8 <u>Truck Advisory</u>: The Contractor shall submit notice of work at least two (2) weeks prior to casing pipe installation to the oversized truck permit section of DOTD headquarters in Baton Rouge to facilitate the issuance of a truck advisory.
- 1101.9 <u>Construction Window:</u> As this work requires restricting access on a state Hurricane Evacuation Route, the installation shall be done outside of the peak of the hurricane season (August 1st to October 20th). Should a tropical system enter the Gulf during operations, both lanes shall be reopened as soon as practicable.
- 1101.10<u>Measurement and Payment:</u> The Contractor shall submit an Application for Payment for the costs incurred to provide all labor, material, necessary equipment, and any other costs incidental to performing the Work. Upon Acceptance by the Engineer, an invoice shall be paid at the contract lump sum for Bid Item No. 12, "Highway Milling and Asphalt Overlay (TS-1101)".

END OF PART III – TECHNICAL SPECIFICATIONS

APPENDIX A: REQUEST FOR INFORMATION FORM

Cameron Meadows Marsh Creation and Terracing Project (CS-0066) Request for Information (RFI)

DATE:

RFI Number:

Summary of RFI by Contractor

Signature:

Response to RFI by Engineer

Signature:

APPENDIX B: CHANGE ORDER FORM

CHANGE ORDER NO.

OWNER: CONTRACTOR PROJECT: FILE NO: **SOLICITATION NO: CONSTRUCTION MANAGER:**

State of Louisiana, Coastal Protection & Restoration Authority

Cameron Meadows Marsh Creation and Terracing Project (CS-0066)

Dion Broussard P.E.

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

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Description: See attached summary.

Attachments (list documents supporting change):

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

RECOMMENDED:

RECOMMENDED:

ACCEPTED:

By:_____ Engineer of Record Date:_____ By:_____ CPRA Construction Manager Date:_____ By:_____Contractor

Date:_____

CAMERON MEADOWS MARSH CREATION AND TERRACING PROJECT (CS-0066) SUMMARY OF CHANGE ORDER NO:_____

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT OVERRUN	AMOUNT UNDERRUN
Net Increase	Net Increase of this Change Order						

Justification:

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No additional contract time is requested to accomplish the work for the change order.

APPENDIX C: RECOMMENDATION OF ACCEPTANCE FORM

***** NOT FOR RECORDATION PURPOSES *****

RECOMMENDATION OF ACCEPTANCE

TO: Coastal Protection and Re 150 Terrace Avenue, Suit Baton Rouge, LA 70802	estoration Authority e 100	FROM:	Design Firm Name and Address	
DATE:				
PROJECT NAME & NUMBER:				
SITE CODE:	STATE ID:		CFMS:	
CONTRACTOR:				
ORIGINAL CONTRACT AMOU	NT: \$			
FINAL CONTRACT AMOUNT:	\$			
DATE OF ACCEPTANCE:				
CONTRACT DATE OF COMPLE				
NUMBER OF DAYS (OVERRUN	N) (UNDERRUN) (As of Ac	ceptance	Date)	
LIQUIDATED DAMAGES PER	DAY STIPULATED IN CO	NTRACT	C \$	_
VALUE OF PUNCH LIST			<u>\$</u>	(Attach
punch list)				
FOR USE OF PROJECT MANA	GER:		DESIGNER	

Signed:______ PROJECT MANAGER

✤ NOT FOR RECORDATION PURPOSES

APPENDIX D: LANDRIGHTS MEMORANDUM



State of Louisiana

August 8, 2019

Memorandum

To:	Jessica Diez, CS-0066 Project Manager
From:	V. J. Marretta, CS-0066 Land Rights
RE:	Completion of Land Rights

Completion of Land Rights Cameron Meadows Marsh Creation and Terracing Project (CS-0066)

The CPRA Real Estate and Land Rights Division has completed all land rights necessary to proceed to construction contracting on the above referenced project. The following information is being transmitted via this memorandum, or has already been forwarded to you under separate memorandum:

<u>X</u> Servitude Agreement(s)	Mineral Operations Agreement(s)
X Pipeline Letters of No Objection	X Grant of Particular Use
<u>X</u> Pipeline Notices of Construction	State Land Office Letter of No Objection
Memorandum(s) of Agreement	Assignment of Rights to Federal Sponsor
<u>X</u> <i>CWPPRA</i> Section 303(e) approval	<u>X</u> Land Rights Certification Letter
Right(s) of Entry for Construction	<u>X</u> Other: Utility Letter of No Objection
	<u>X</u> Other: Utilities Notice of Construction

Please note the attached CS-0066 Land Rights Owners-Pipelines-Utilities Special Requirements and contact information, dated August 1, 2019 (in addition to the actual agreements and other pertinent documents previously provided) that will need to be included in the contract specifications and/or for future monitoring, operations and maintenance site visits/activities.

Please also note regarding the pipelines and utilities (as duly noted in the Special Requirements):

The construction contractor will need to contact Louisiana One Call at (800) 272-3020 at least five (5) business days prior to construction.

Based on CPRA's field reconnaissance and review of the GIS data, neither oil and gas operations, nor pipelines should be adversely impacted by the project. Letters of No Objection were sent to Doré Energy Corporation and Natural Gas Pipeline Company of America LLC. Notices of Construction were sent to Cheniere Creole Trail Pipeline LP, Columbia Gulf Transmission Co., Enlink Midstream

Company, Harvest Pipeline Company, Kinder Morgan, Inc./Natural Gas Pipeline Company of America LLC, Kinetica Partners, LLC, Talos Energy LLC, Targa Resources and Transcontinental Gas Pipeline Company, LLC. The assumption resulting from CPRA's investigations does not include oil and gas operations that might commence at some future date. "Due diligence" investigations (eg, magnetometer surveys, contacts to LaOneCall, etc.) will be required by the construction contractor to verify if there are any additional lines. Special care and close coordination with the pipeline companies and/or operators will also be needed to avoid impacts to any potential pipelines or oil and gas infrastructure in the project area. Proper signage may also be needed to prevent potential issues regarding navigation, along with any oil and gas infrastructure that may be impacted by the project.

Provided herein is contact information for landowners, pipelines and utilities within the designated project and the project feature(s) located on their property, including monitoring stations:

I. Landowner Information

A. Lands located in Sections 28, 29, 30, 31, 32 and 33, T14S-R13W and in Sections 4 and 5, T15S-R13W: DP Land, LLC Attn: William J. Doré 120 Pujo Street, Suite 300 Lake Charles, LA 70601 Email: billd@doreenergy.com Phone: (337) 436-6084 Additional Points of Contact Richard Timpa, Doré Energy Phone: (337) 478-1629 Or Cotton Sanner, Doré Energy Phone: (337) 853-4550 Or John Foret/Coy LeBlanc, CH Fenstermaker Email: jdforet@fenstermaker.com; coy@fenstermaker.com Phone: (337) 232-3299 B. Lands located in irregular Section 27, T15S-R13W: Albert John Crain et al.

Albert John Crain et al. Attn: Albert John Crain P.O. Box 6510 Lake Charles, LA 70606 Phone: (337) 912-3073

C. Lands located in Section 4 and fractional Section 9, T15S-R13W: Crain Brothers Ranch, Inc. Attn: Duncan R. Crain P.O. Box 4008 Lake Charles, LA 70606 Email: <u>drerain52@yahoo.com</u> Phone: (337) 540-4342

Additional Point of Contact Glenn Trahan Phone: (337) 485-9408

D. Lands located in Section 3, fractional Section 10, and, in fractional or irregular Sections 27 and 28, T15S-R13W:
M.A. Domatti Management Trust Attn: Howard Romero
7831 Park Lane No. 143 Dallas, TX 75225
Email: <u>howard.romero@industriallogistics.com</u> Phone: (409) 289-1314

E. State Water Bottoms: Office of State Lands, Division of Administration ("OSL") Attn: Jonathan Robillard P.O. Box 44124 Baton Rouge, LA 70804 Email: jonathan.robillard@la.gov Phone: (225) 342-4578

II. Pipelines

A. AG Environmental

The Williams Companies Transcontinental Gas Pipe Line Company, LLC Attn: Samuel C. Reed, P.G., C.H.M.M. 2800 Post Oak Blvd, Suite 900 Houston, TX 77056 Email: <u>Samuel.Reed@williams.com</u> Phone: (832) 244-2358

B. Cheniere Creole Trail Pipeline, LP Attn: Jonathan Rosenbaum 700 Milam Street, Suite 600 Houston, TX 77002 Email: jonathan.rosenbaum@cheniere.com Phone: (713) 375-5720

- C. Columbia Gulf Transmission Company Rayne South Pipeline Attn: Rick Lopez 5799 Church Point Highway Rayne, LA 70578 Email: <u>ricardo_lopez@transcanada.com</u> Phone: (337) 334-3151
- D. Doré Energy Corporation Attn: William Doré 120 West Pujo Street, Suite 300 Lake Charles, LA 70801 Email: <u>billd@doreenergy.com</u> Phone: (337) 436-6084

Additional Points of Contact Richard Timpa, Doré Energy Phone: (337) 478-1629, Or Cotton Sanner, Doré Energy Phone: (337) 853-4550 Or John Foret/Coy LeBlanc, CH Fenstermaker Email: jdforet@fenstermaker.com; coy@fenstermaker.com Phone: (337) 232-3299

- E. Enlink Midstream Company Attn: Robin Roberts 1722 Routh St., Suite 1300 Dallas, TX 75201 Email: <u>robin.roberts@enlink.com</u> Phone: (337) 775-9092
- F. Harvest Pipeline Company Attn: Mark Bordelon 12317 Hwy 90 East Jeanerette, LA 70544 Email: <u>mbordelon@hilcorp.com</u> Phone: (337) 422-1343
- G. Kinetica Partners, LLC Attn: Kurt Cheramie
 224 Aviation Road Houma, LA 70363 Email: <u>kurt.cheramie@kineticallc.com</u> Phone: (985) 209-2283

- H. Natural Gas Pipeline Company of America LLC Attn: Rick Sellers
 15449 Parish Line Road Kinder, LA 70648 Email: <u>rick_sellers@kindermorgan.com</u> Phone: (337) 738-6144
- I. Talos Energy LLC Attn: Si Latiolais
 15449 Parish Line Road Kinder, LA 70648 Email: latiolaisSM@StoneEnergy.com Phone: (337) 237-0410
- J. Targa Resources
 Attn: Donnie Barber
 1399 Davidson Road
 Sulphur, LA 70665
 Email: <u>DonnieBarber@targaresources.com</u>
 Phone: (337) 377-1801

Additional Point of Contact Grant Gremillion 1399 Davison Road Sulphur, LA 70665 Email: ggremillion@targaresources.com Phone: (337) 912-5872

III. Utility Companies

- A. Jefferson Davis Electric Attn: Brennon LaBouve
 P.O. Drawer 1229 Jennings, LA 70546
 Email: <u>engineering@jdec.coop</u> Phone: (337) 824-4330
- B. CamTel

Attn: Bobby Bult P.O. Box 167 Sulphur, LA 70664 Email: <u>Bobby.Bult@camtel.com</u> Phone: (337) 583-2064 C. Cameron Parish Waterworks District 10 Attn: Rhonda Morrison
6246 Gulf Beach Highway Johnson Bayou, LA 70631 Email: <u>cpww10@camtel.net</u> Phone: (337) 569-2110

Additional Point of Contact Mark Young, Cameron Parish Waterworks District 10 Email: <u>markcpww10@yahoo.com</u> Phone: (337) 569-2110

This land rights completion memo will be sent to you in "pdf" electronic format, which we request that you forward to any additional persons you deem necessary.

I will contact you, along with the Federal Project Manager, the Project Engineer, the Project Construction/Operation and Maintenance Manager and the Monitoring Manager to schedule a Wrap-Up Meeting to discuss the requirements in the documents which may have an impact on contracting specifications. Thank you for your attention to this matter.

VJM

ec: Patrick Williams, CS-0066 NOAA Fisheries Project Manager Tye Fitzgerald, CS-0066 Project Engineer Dion Broussard, Project Construction & Operation & Maintenance Manager Mike Miller, Project Biological Monitoring Manager CS-0066 Project File

Completion of Land Rights Owners-Pipelines-Utilities Special Requirements Cameron Meadows Marsh Creation and Terracing Project (CS-0066) Cameron Parish, Louisiana August 1, 2019

Please note the following information that will need to be included in the contract specifications and/or for future monitoring, operations and maintenance site visits:

I. Landowner Information

A. Lands located in Sections 28, 29, 30, 31, 32 and 33, T14S-R13W and in Sections 4 and 5, T15S-R13W: DP Land, LLC Attn: William J. Doré 120 Pujo Street, Suite 300 Lake Charles, LA 70601 Email: <u>billd@doreenergy.com</u> Phone: (337) 436-6084

Additional Points of Contact Richard Timpa, Doré Energy Phone: (337) 478-1629 Or Cotton Sanner, Doré Energy Phone: (337) 853-4550 Or John Foret/Coy LeBlanc, CH Fenstermaker Email: jdforet@fenstermaker.com; coy@fenstermaker.com Phone: (337) 232-3299

- B. Lands located in irregular Section 27, T15S-R13W: Albert John Crain et al. Attn: Albert John Crain
 P.O. Box 6510
 Lake Charles, LA 70606
 Phone: (337) 912-3073
- C. Lands located in Section 4 and fractional Section 9, T15S-R13W: Crain Brothers Ranch, Inc. Attn: Duncan R. Crain
 P.O. Box 4008
 Lake Charles, LA 70606
 Email: drcrain52@yahoo.com
 Phone: (337) 540-4342

Additional Point of Contact Glenn Trahan Phone: (337) 485-9408

- D. Lands located in Section 3, fractional Section 10, and, in fractional or irregular Sections 27 and 28, T15S-R13W:
 M.A. Domatti Management Trust Attn: Howard Romero 7831 Park Lane No. 143 Dallas, TX 75225 Email: <u>howard.romero@industriallogistics.com</u> Phone: (409) 289-1314
- E. State Water Bottoms: Office of State Lands, Division of Administration ("OSL") Attn: Jonathan Robillard P.O. Box 44124 Baton Rouge, LA 70804 Email: jonathan.robillard@la.gov Phone: (225) 342-4578

II. Landowner (Grantor) Notification Requirements

A. The following notice language is in Article I of the CPRA standard form Temporary Easement, Servitude and Right-of-Way Agreement (the "Agreement") with DP Land, LLC and Albert John Crain et al.: "This Agreement grants the rights to enter said Lands, (further identified on Exhibits A and A-1, attached hereto), to perform construction, operation, modification, monitoring, and maintenance and such other activities described on Exhibit B, (attached hereto), necessary to complete the Project."

Article I in the <u>Crain Brothers Ranch, Inc. and M.A. Domatti Management Trust</u> agreements read:

This Agreement grants the temporary right to enter said Lands of Grantor, (further identified on Exhibits A and A-1, attached hereto), to perform construction, operation, modification, monitoring, and maintenance as described on Exhibit B, (attached hereto), necessary to complete the Project as set forth in detail herein.

B. The following notice language is in Article II of the CPRA standard form Temporary Easement, Servitude and Right-of-Way Agreement (the "Agreement") DP Land, LLC and Albert John Crain et al.: "STATE agrees to give reasonable notice to GRANTOR prior to initiation of access to the said Lands for the purpose of implementing, constructing, operating, modifying, monitoring and maintaining the Project."

Article II in the <u>Crain Brothers Ranch, Inc. and M.A. Domatti Management Trust</u> agreements read:

STATE agrees to give reasonable notice to GRANTOR prior to initiation of access to the said Lands for the purpose of implementing, constructing, operating, modifying, monitoring and maintaining the Project as described on Exhibit B and as set forth in detail herein.

C. The following notice language is in Paragraph 6 of the Grant of Particular Use and Right of Entry for Construction (the "GPU") between CPRA and OSL: "Pursuant to the Permits and Responsibilities clause, you are required to contact the Administrator of the Office of State Lands or his representative at (225) 342-4578, to notify the Office when work will commence on State-owned seashore, State lands and/or State water bottoms."

III. Special Conditions in Agreements

Article VI. of DP Land, LLC

VI. It is understood GRANTOR shall retain the limits of its title and all property rights (subject to the rights of STATE herein) in and to said Lands, and all minerals in, on and under said Lands are not affected in any way hereby. However, no structures and/or appurtenances constructed hereunder pursuant to the Project on said Lands shall be adjusted, removed and/or interfered with by GRANTOR, or anyone holding rights by, through or under GRANTOR.

Article VI. of Albert John Crain et al., Crain Brothers Ranch, Inc., and M.A. Domatti Management Trust

VI. It is understood GRANTOR shall retain the limits of its title and all property rights (subject to the rights of STATE herein) in and to said Lands, and all minerals in, on and under said Lands are not affected in any way hereby. However, no structures and/or appurtenances constructed hereunder pursuant to the Project on said Lands shall be adjusted, removed and/or interfered with by GRANTOR, or anyone holding rights by, through or under GRANTOR, without the express written consent of STATE, which consent shall not be unreasonably withheld. This Agreement shall not in any manner limit or interfere with the right of GRANTOR to grant oil, gas and mineral leases on said Land, and this Agreement is subject to the terms of all prior recorded leases, rights-of-ways, easements, and servitudes in the conveyance records of Cameron Parish, Louisiana affecting the said Lands.

Article IX. of DP Land, LLC

IX. STATE may assign or transfer, in whole or in part, any or all of its rights hereunder, but only to the extent necessary to implement the purposes of the Project on the said Lands.

Article IX. of Albert John Crain et al., Crain Brothers Ranch, Inc., and M.A. Domatti Management Trust

IX. STATE shall not assign or transfer, in whole or in part, any or all of its rights hereunder; however, STATE may assign or transfer with any divisions, agencies, and/or departments of the State of Louisiana and/or federal government of the United States of America which may exercise all rights granted hereunder by, through, or under STATE to implement the purposes of the Project on the said Lands. STATE shall notify GRANTOR of any such transfer or assignment of this Agreement as mentioned herein.

Article X. of DP Land, LLC

X. This agreement shall become effective upon the date of the signature of STATE, and shall remain in effect for a term of twenty-five (25) years, unless sooner released by STATE.

Article X. of Albert John Crain et al., Crain Brothers Ranch, Inc., and M.A. Domatti Management Trust

- X. Notwithstanding anything herein to the contrary, this agreement establishes both a temporary construction servitude and a temporary access servitude, each of which shall become effective upon the date of the signature of STATE, and shall remain in effect as follows:
 - A. This temporary construction servitude shall be to install, construct, and access to the Project site for a temporary sediment delivery pipeline to convey and deposit dredged sediment and/or fill material from the Gulf of Mexico, and the pumping of same via a pipeline through the said Lands of GRANTOR by STATE, hereinafter described as "Construction", to the property comprising Project for wetland creation, restoration, and enhancement shown as Sediment Pipeline and/or Construction Access Corridor on Exhibit(s) A and A-1. This temporary construction servitude shall be limited in duration to the time period in which STATE is preparing for Construction and the active performance of Construction, plus an additional six (6) months from the date of cessation of Construction in which to conclude all operations and vacate the Property of GRANTOR including the removal of all forgoing described piping from the Property of GRANTOR at which time said Property will be restored to the condition which existed immediately prior to STATE's activities. STATE shall send written notice to GRANTOR upon cessation of active Construction.
 - B. This temporary access to and through said Lands of GRANTOR shall be for a term of twenty-five (25) years commencing upon the date of the signature of STATE hereto, which access shall be for the purpose(s) of conducting surveys, inspections and investigations required by STATE to evaluate the effectiveness

of the Project and Project features, including maintaining/improving wetland and/or restored land quantity and quality.

C. This agreement shall become null and void and of no effect if the work described in Exhibit B hereof has not commenced on said Lands within sixty (60) months from the effective date hereof.

Exhibit "B" of DP Land, LLC

- The Agreement includes the right to enter said Lands to perform the following activities for the purposes authorized by Federal (16 U.S.C. 3951 et seq) and State (R.S. 49:214.1 – 214.6.10) law at the sites or locations identified on the attached Exhibits A and A-1:
 - a. The right to use the Cameron Meadows Oilfield Road (CMOFR) for access at the locations shown on Exhibit(s) A and A-1;
 - b. The right to construct (including the necessary excavation and/or filling, clearing and removal of any brush, debris and natural obstructions on said Lands which may be detrimental to the Project as determined by STATE, its successors and assigns at crossing(s), such as a ramp for a sediment pipeline across CMOFR, including all appurtenances thereto, to ensure access across said sediment pipeline at the location(s) shown on Exhibit(s) A and A-1;
 - c. The right to plant or cause the growth of vegetation in, on, over and across said Lands, including the right to nourish, replenish and maintain said vegetation at locations shown on Exhibit(s) A and A-1;
 - d. The right to construct (including the necessary excavation and/or filling) and vegetate earthen terraces as shown on Exhibit(s) A and A-1;
 - e. The right to dredge (including the necessary excavation and/or filling) sediment to construct containment dikes within portions of the project area to retain deposited sediment;
 - f. The right to plug (with the use of a temporary water bladder), close or fill selected channels, canals, ditches, streams or waterbodies located on said Lands as shown on Exhibit(s) A and A-1;
 - g. The right to construct (including the necessary excavation and/or filling) a temporary earthen water control structure located on said Lands as shown on Exhibit(s) A and A-1;

- h. The right to borrow, excavate, grade, and remove soil, vegetation and associated materials from the said Lands shown on Exhibit(s) A and A-1;
- i. The right to construct, operate, maintain and monitor channel improvements works on, over and across said Lands, including the right to enlarge, improve, deepen or realign existing channels, canals, ditches or other waterways shown on Exhibit(s) A and A-1;
- j. The right to perform construction activities, including, but not limited to, surveying with the use of airboats, which shall not be restricted during hunting seasons;
- k. The right to install a temporary sediment delivery pipeline to convey and deposit dredged sediment and/or fill material on, over and across said Lands by either natural or mechanical means, including the right to alter land and/or water contours and undertake management practices to enhance or extend the beneficial use of dredged or sediment deposition for wetland creation, restoration and enhancement as shown on Exhibit(s) A and A-1;
- 1. The right to relocate, alter, replace or remove appropriate pipelines, utility lines, facilities or other structures in, on, under, and across said Lands, as may be deemed necessary by STATE;
- m. The right to construct, locate, maintain and service required monitoring devices and equipment on said Lands and on other lands as may be owned by GRANTOR;
- n. The right to post warning signs and other project-related signs or notices on or near appropriate Project features on said Lands, as may be deemed necessary by STATE;
- o. The right to alter or remove structures and/or appurtenances constructed on said Lands by STATE pursuant to the Project;
- p. The right to enter said Lands for the purpose(s) of conducting surveys, inspections and investigations required by STATE to evaluate the effectiveness of the Project and Project features, including maintaining/improving wetland and/or restored land quantity and quality;
- q. The right to enter and traverse said Lands to access Project features located on adjacent Lands;
- r. The right to permanently overflow, flood and submerge the said Lands, including the right to deposit dredged or sediment material on, over and across

said Lands in connection with the operation and maintenance of the Project, and the continuing right to clear and remove any brush, debris and natural obstructions on said Lands which may be detrimental to the Project as determined by STATE, its successors and assigns; and

s. The right to make modifications to the Project, but only insofar as changes pertain to materials for Project features and minor changes to project feature locations, as may be deemed necessary by STATE to fully and properly implement and maintain the Project.

**All stipulations/conditions in Exhibit "B" of DP Land, LLC will also apply to other landowners Albert John Crain et al., Crain Brothers Ranch, Inc. and M.A. Domatti Management Trust.

Special Conditions of Exhibit "B" of Albert John Crain et al.

- The Agreement includes the right to enter said Lands to perform the following activities for the purposes authorized by Federal (16 U.S.C. 3951 et seq) and State (R.S. 49:214.1 – 214.6.10) law at the sites or locations identified on the attached Exhibits A and A-1:
 - a. The right to use Phillips Oilfield Road for staging and equipment access at the location(s) shown on Exhibit(s) A and A-1;
 - b. The right to use Long Beach Road for access as shown on Exhibit(s) A and A-1;
 - c. The right to construct (including the necessary excavation and/or filling) a crossing(s) for the sediment pipeline across Long Beach Road, including all appurtenances thereto, such as a ramp to ensure access across the pipeline sediment pipeline as shown on Exhibit(s) A and A-1;
 - d. The right to install a proposed temporary booster pump within the sediment pipeline corridor as shown on Exhibit(s) A and A-1;

Special Conditions of Exhibit "B" of Crain Brothers Ranch, Inc.

- The Agreement includes the right to enter said Lands to perform the following activities for the purposes authorized by Federal (16 U.S.C. 3951 et seq) and State (R.S. 49:214.1 – 214.6.10) law at the sites or locations identified on the attached Exhibits A and A-1:
 - a. The right to use the Cameron Meadows Oilfield Road (CMOFR) for access at the locations shown on Exhibit(s) A and A-1;

b. The right to construct (including the necessary excavation and/or filling) a boat launch to allow for continued boat access, as shown on Exhibit(s) A and A-1;

Special Conditions of Exhibit "B" of M.A. Domatti Management Trust

- The Agreement includes the right to enter said Lands to perform the following activities for the purposes authorized by Federal (16 U.S.C. 3951 et seq) and State (R.S. 49:214.1 – 214.6.10) law at the sites or locations identified on the attached Exhibits A and A-1:
 - a. The right to use the Cameron Meadows Oilfield Road (CMOFR) for access at the locations shown on Exhibit(s) A and A-1;
 - b. The right to construct (including the necessary excavation and/or filling, clearing and removal of any brush, debris and natural obstructions on said Lands which may be detrimental to the Project as determined by STATE, its successors and assigns at crossing(s), such as a ramp for the sediment pipeline across CMOFR, including all appurtenances thereto, to ensure access across said sediment pipeline at the location(s) shown on Exhibit(s) A and A-1;
 - c. The right to install a proposed temporary booster pump alongside the sediment pipeline corridor, as shown on Exhibit(s) A and A-1;
 - d. The right to construct (including the necessary excavation and/or filling) a boat launch(es) to allow for continued boat access, as shown on Exhibit(s) A and A-1;

IV. Pipelines

A. AG Environmental

The Williams Companies Transcontinental Gas Pipe Line Company, LLC Attn: Samuel C. Reed, P.G., C.H.M.M. 2800 Post Oak Blvd, Suite 900 Houston, TX 77056 Email: <u>Samuel.Reed@williams.com</u> Phone: (832) 244-2358

- B. Cheniere Creole Trail Pipeline, LP Attn: Jonathan Rosenbaum 700 Milam Street, Suite 600 Houston, TX 77002 Email: jonathan.rosenbaum@cheniere.com Phone: (713) 375-5720
- C. Columbia Gulf Transmission Company Rayne South Pipeline Attn: Rick Lopez

5799 Church Point Highway Rayne, LA 70578 Email: <u>ricardo_lopez@transcanada.com</u> Phone: (337) 334-3151

D. Doré Energy Corporation Attn: William Doré 120 West Pujo Street, Suite 300 Lake Charles, LA 70801 Email: <u>billd@doreenergy.com</u> Phone: (337) 436-6084

Additional Points of Contact Richard Timpa, Doré Energy Phone: (337) 478-1629 Or Cotton Sanner, Doré Energy Phone: (337) 853-4550 Or John Foret/Coy LeBlanc, CH Fenstermaker Email: jdforet@fenstermaker.com; coy@fenstermaker.com Phone: (337) 232-3299

- E. Enlink Midstream Company Attn: Robin Roberts 1722 Routh St., Suite 1300 Dallas, TX 75201 Email: <u>robin.roberts@enlink.com</u> Phone: (337) 775-9092
- F. Harvest Pipeline Company Attn: Mark Bordelon 12317 Hwy 90 East Jeanerette, LA 70544 Email: <u>mbordelon@hilcorp.com</u> Phone: (337) 422-1343
- G. Kinetica Partners, LLC Attn: Kurt Cheramie
 224 Aviation Road Houma, LA 70363 Email: <u>kurt.cheramie@kineticallc.com</u> Phone: (985) 209-2283

- H. Natural Gas Pipeline Company of America LLC Attn: Rick Sellers 15449 Parish Line Road Kinder, LA 70648 Email: <u>rick_sellers@kindermorgan.com</u> Phone: (337) 738-6144
- I. Talos Energy LLC Attn: Si Latiolais 15449 Parish Line Road Kinder, LA 70648 Email: latiolaisSM@StoneEnergy.com Phone: (337) 237-0410
- J. Targa Resources
 Attn: Donnie Barber
 1399 Davidson Road
 Sulphur, LA 70665
 Email: <u>DonnieBarber@targaresources.com</u>
 Phone: (337) 377-1801

Additional Point of Contact Grant Gremillion 1399 Davison Road Sulphur, LA 70665 Email: ggremillion@targaresources.com Phone: (337) 912-5872

V. Standard Pipeline Provisions

A. In addition to this advance notification of construction, the CPRA, its contractor(s) and/or assigns will provide further notification a minimum of 48 hours before construction work begins within your immediate pipeline area.

VI. Special Conditions in Pipeline Agreements

Doré Energy Corporation (Letter of No Objection)

I. Said letter of no objection allows STATE, its successors, assigns or transferees to go on, over and/or across Doré's pipeline right-of-way in order to access the Project and to plan, construct, operate, maintain, and monitor said features, which includes the use of heavy equipment on, over and/or across Doré's pipeline. STATE or its agents, employees, or contractors will limit, within 25 feet of either side of Doré's pipeline, the use of heavy equipment, such as marsh buggies, to the Access Route depicted on the attached map labeled Exhibit A. Protective bridging/matting shall be required to cross Doré's pipeline with equipment. The STATE may add earthen fill and/or other suitable material over the north-south Doré pipeline to establish a staging area as shown in Exhibits A and/or A-1. No storage of materials or equipment shall be permitted directly over the Doré pipeline. The weight of the sediment pipeline shall not rest on the ground directly over the Doré pipeline; instead, it will be elevated on blocks placed on either side of the Doré pipeline to avoid a direct load on that line. The sediment pipeline will be floated over open water crossings. The Project is described in further detail on Exhibit B.

- II. A minimum of forty-eight (48) hours prior to commencing any activities across or within 25 feet of either side of Doré's pipeline, STATE or its contractor will notify you at telephone number <u>337-436-6084</u>, or one of your designated representatives, Glenn Trahan at <u>337-476-4585</u>, or Richard Timpa, <u>337-515-1716</u> so you or your designated representative can be present during the operations.
- III. STATE shall not conduct any dredging or excavation activities within 25 feet of either side of Doré's pipeline, except in boat launch areas, temporary booster pump, cattle gate crossing, and sediment pipeline road crossing locations as shown in Exhibits A and/or A-1. Protective bridging/matting shall be required to cross pipeline(s) with equipment. STATE will be responsible for damage it may cause to Doré's pipeline.
- IV. Doré shall locate and mark Doré's pipeline in the area of STATE's operations using current industry practices prior to commencement of the work. STATE will notify Doré if any pipeline markers are damaged or lost during construction. STATE shall not proceed with the work in an area of a lost or damaged marker(s) until Doré replaces the marker(s).
- V. To the extent permitted by Louisiana law, STATE shall, indemnify, and hold Doré harmless against and from all costs, expenses, claims, demands, penalties, suits, fines, and actions of any kind and nature arising from the Project and caused by the actions and fault of STATE or its agents, employees, contractors, successors, assigns and transferees, including any court costs and reasonable and actual litigation expenses and attorneys' fees. However, nothing herein shall be construed as indemnifying or holding Doré or any third person not a party hereto harmless against its own fault or negligence or that of its agents, employees, contractors, successors, assigns and transferees. The STATE acknowledges, declares and stipulates that Doré has provided this letter of no objection at no cost to the STATE under the provisions of La. R.S. 49:214.6.10 C, as amended by Act No. 734 of the 2010 Regular Session of the Louisiana Legislature. This clause shall survive the term of this agreement.

- VI. This letter of no objection and the STATE's indemnification of Doré as set forth in paragraph 5 herein shall be effective upon the execution by Doré of this letter of no objection and shall remain in effect for twenty (20) years from the date of such execution.
- VII. If Doré alters the Project to service/maintain its pipeline(s), Doré will return the area(s) impacted to post-project construction conditions.
- VIII. This letter of no objection shall be binding upon the successors, assigns or transferees of Doré and of the STATE.

Kinetica Partners, LLC (Notice of Construction)

I. In addition to this advance notification of construction, the CPRA, its contractor(s) and/or assigns will provide further notification a minimum of 24 hours before construction work begins within your immediate pipeline area.

<u>Natural Gas Pipeline Company of America LLC (NGPL) (Letter of No</u> <u>Objection)</u>

- I. Said letter of no objection allows STATE, its successors, assigns or transferees to go on, over and/or across NGPL's pipeline right-of-way in order to access the Project and to plan, construct, operate, maintain, and monitor said features, which includes the use of heavy equipment to place dredged sediment on, over and/or across NGPL's pipelines. STATE or its agents, employees, or contractors will limit, within 25 feet of either side of NGPL's pipelines, the use of heavy equipment, such as, marsh buggies, to the Access Route depicted on the attached map labeled Exhibit A. The Project is described in further detail on Exhibit B.
- II. A minimum of forty-eight (48) hours prior to commencing any activities across or within 25 feet of either side of NGPL's pipelines, STATE or its contractor will notify Karl Casanova, NGPL's designated representative, at telephone number <u>985-515-3709</u>, so he or his designated alternate can be present during the operations.
- III. No direct discharge of sediment over pipeline, protective bridging required to cross with equipment, any additional pipeline crossing not shown in Exhibits A and/or A-1 must be approved. NGPL personnel must be present for most any activity near the pipeline. No excavation within 25' of pipeline, except as noted in Exhibits A and/or A-1. No permanent facility shall be constructed within NGPL's right of way. Any reductions in cover over NGPL pipelines shall be restored to pre-project conditions. The STATE will direct the contractor to

make every effort to discharge spoil from degraded containment dikes into borrow pits north of the marsh creation area(s). The STATE may add earthen fill over the north-south NGPL pipelines to establish a staging area as shown in Exhibits A and/or A-1. No storage of materials or equipment shall be permitted directly over NGPL pipelines. The STATE will be responsible for any damages it may cause to NGPL's pipelines.

- IV. NGPL shall locate and mark NGPL's pipelines in the area of STATE's operations using current industry practices prior to commencement of the work. STATE will notify NGPL if any pipeline markers are damaged or lost during construction. STATE shall not proceed with the work in an area of a lost or damaged marker(s) until NGPL replaces the marker(s).
- V. To the extent permitted by Louisiana law, STATE shall, indemnify and hold NGPL, its subsidiaries and affiliates harmless against and from all costs, expenses, claims, demands, penalties, suits, fines, and actions of any kind and nature arising from the Project and caused by the actions, fault or omissions of STATE or its agents, employees, contractors, successors, assigns and transferees, including any court costs and reasonable and actual litigation expenses and attorneys' fees. However, nothing herein shall be construed as indemnifying or holding NGPL or any third person not a party hereto harmless against its own negligence, or that of its agents, employees, contractors, successors, assigns and transferees. The STATE acknowledges, declares and stipulates that NGPL has provided this letter of no objection at no cost to the STATE under the provisions of La. R.S. 49:214.6.10 C, as amended by Act No. 734 of the 2010 Regular Session of the Louisiana Legislature. This clause shall survive the term of this agreement.
- VI. This letter of no objection and the STATE's indemnification of NGPL as set forth in paragraph 5 herein shall be effective upon the execution by NGPL of this letter of no objection and shall remain in effect for five (5) years from the date of such execution.
- VII. If NGPL alters the Project to service/maintain its pipeline(s), NGPL will return the area(s) impacted to post-project construction conditions to as near as reasonably practical.
- VIII. This letter of no objection shall be binding upon the successors, assigns or transferees of NGPL and of the STATE.

VII. Utility Companies

- A. Jefferson Davis Electric Attn: Brennon LaBouve
 P.O. Drawer 1229 Jennings, LA 70546
 Email: <u>engineering@jdec.coop</u> Phone: (337) 824-4330
- B. CamTel Attn: Bobby Bult
 P.O. Box 167 Sulphur, LA 70664
 Email: Bobby.Bult@camtel.com Phone: (337) 583-2064
- C. Cameron Parish Waterworks District 10 Attn: Rhonda Morrison
 6246 Gulf Beach Highway Johnson Bayou, LA 70631 Email: <u>cpww10@camtel.net</u> Phone: (337) 569-2110

Additional Point of Contact

Mark Young, Cameron Parish Waterworks District 10

Email: <u>markcpww10@yahoo.com</u> Phone: (337) 569-2110

D. Standard Utility Provisions

1. In addition to this advance notification of construction, the CPRA, its contractor(s) and/or assigns will provide further notification a minimum of 48 hours before construction work begins within your immediate utility area.

E. Special Conditions in Utility Agreement(s)

Jefferson Davis Electric Cooperative, Inc. (Letter of No Objection)

I. Said letter of no objection allows STATE, its successors, assigns or transferees to go on, over, under and/or across JDEC's utility infrastructure right(s)-of-way (utilities) in order to access the Project and to plan, construct, operate, maintain, and monitor said features, which includes the use of heavy equipment under

and/or across JDEC's utilities. STATE or its agents, employees, or contractors will limit the use of heavy equipment, such as marsh buggies, to the Access Route depicted on the attached map labeled Exhibit A. The STATE may add earthen fill and/or other suitable material over any underground JDEC utilities to establish a staging area(s) as shown in Exhibits A and/or A-1. No storage of materials or equipment shall be permitted directly over JDEC's underground utilities. The weight of the sediment pipeline shall not rest on the ground directly over JDEC's underground utilities; instead, it will be elevated on blocks placed on either side of JDEC's utilities to avoid a direct load on said JDEC utilities. The sediment pipeline will be floated over open water crossings of JDEC utilities, if any exist. The Project is described in further detail on Exhibit B.

- II. STATE will notify JDEC of STATE's issuance of the notice to proceed to its construction contractor.
- III. A minimum of forty-eight (48) hours prior to commencing any activities across or within 25 feet of either side of JDEC's utilities, STATE or its contractor will notify you at telephone number (337) 824-4330 so you or your designated alternate can be present during the operations.
- IV. STATE may excavate within 50' of JDEC's utilities in boat launch areas, temporary booster pump, cattle gate crossing, staging areas and sediment pipeline road crossing locations, as shown in Exhibits A and/or A-1. The STATE will be responsible for any damage it may cause to JDEC's utilities.
- V. JDEC shall locate and mark/flag JDEC's underground utilities in the area of STATE's operations using current industry practices prior to commencement of the work. The STATE will notify JDEC if any utility markers/flags are damaged or lost during construction. STATE shall not proceed with the work in an area of any lost or damaged markers/flags until JDEC replaces the markers/flags.
- VI. To the extent permitted by Louisiana law, STATE shall, indemnify, and hold JDEC harmless against and from all costs, expenses, claims, demands, penalties, suits, fines, and actions of any kind and nature arising from the Project and caused by the actions and fault of STATE or its agents, employees, contractors, successors, assigns and transferees, including any court costs and reasonable and actual litigation expenses and attorneys' fees. However, nothing herein shall be construed as indemnifying or holding JDEC or any third person not a party hereto harmless against its own fault or negligence or that of its agents, employees, contractors, successors, assigns and stipulates that JDEC has provided this letter of no objection at no cost to the STATE under the provisions of La. R.S. 49:214.6.10 C, as amended by Act No. 734 of the 2010 Regular Session of the Louisiana Legislature. This clause shall survive the term of this agreement.

- VII. This letter of no objection and the STATE's indemnification of JDEC as set forth in paragraph 5 herein shall be effective upon the execution by JDEC of this letter of no objection and shall remain in effect for twenty (20) years from the date of such execution.
- VIII. If JDEC alters the Project to service/maintain its utilities, JDEC will return the area(s) impacted to post-project construction conditions.
- IX. This letter of no objection shall be binding upon the successors, assigns or transferees of JDEC and of the STATE.

The construction contractor will need to contact Louisiana One Call at (800) 272-3020 at least five (5) business days prior to construction.

Based on CPRA's field reconnaissance and review of the GIS data, neither oil and gas operations, nor pipelines should be adversely impacted by the project. Letters of No Objection were sent to Doré Energy Corporation and Natural Gas Pipeline Company of America LLC. Notices of Construction were sent to Cheniere Creole Trail Pipeline LP, Columbia Gulf Transmission Co., Enlink Midstream Company, Harvest Pipeline Company, Kinder Morgan, Inc./Natural Gas Pipeline Company of America LLC, Kinetica Partners, LLC, Talos Energy LLC, Targa Resources and Transcontinental Gas Pipeline Company, LLC. The assumption resulting from CPRA's investigations does not include oil and gas operations that might commence at some future date. "Due diligence" investigations (eg, magnetometer surveys, contacts to LaOneCall, etc.) will be required by the construction contractor to verify if there are any additional lines. Special care and close coordination with the pipeline companies and/or operators will also be needed to avoid impacts to any potential pipelines or oil and gas infrastructure in the project area. Proper signage may also be needed to prevent potential issues regarding navigation, along with any oil and gas infrastructure that may be impacted by the project.

Please refer to the final land rights documents in Appendix <u>D</u> provided for full details/requirements regarding same.

APPENDIX E: PERMITS OBTAINED BY OWNER



State of Louisiana

DEPARTMENT OF NATURAL RESOURCES OFFICE OF COASTAL MANAGEMENT

September 6, 2018

Virginia M. Fay Habitat Conservation Division National Marine Fisheries Service 263 13th Avenue South St. Petersburg, FL 33701

Via email: Virginia.Fay@noaa.gov

RE: C20180117, Coastal Zone Consistency National Marine Fisheries Service Direct Federal Action Cameron Meadows Marsh Creation CWPPRA project CS-66, Cameron Parish, Louisiana

Dear Ms. Fay:

The above referenced project has been reviewed for consistency with the Louisiana Coastal Resources Program in accordance with Section 307 (c) of the Coastal Zone Management Act of 1972, as amended. The project, as proposed in this application, is consistent with the LCRP.

If you have any questions concerning this determination please contact Jeff Harris of the Consistency Section at (225) 342-7949 or <u>jeff.harris@la.gov</u>.

Sincerely,

<u>/S/ Charles Reulet</u> Administrator Interagency Affairs/Field Services Division

CR/SK/jdh

cc: Sydney Dobson, CPRA Patrick Williams, NMFS Dave Butler, LDWF Kara Bonsall, Cameron Parish



State of Louisiana

DEPARTMENT OF NATURAL RESOURCES OFFICE OF COASTAL MANAGEMENT

January 21, 2020

Sydney Dobson Jr. Louisiana Coastal Protection and Restoration Authority 150 Terrace Avenue Baton Rouge, LA 70802

Via email: <u>Sydney.Dobson@LA.GOV</u>

RE: C20180117 mod 01, Coastal Zone Consistency National Marine Fisheries Service Direct Federal Action Cameron Meadows Marsh Creation CWPPRA project CS-66; relocate booster pump location Cameron Parish, Louisiana

Dear Mr. Dobson:

The above referenced project has been reviewed for consistency with the Louisiana Coastal Resources Program in accordance with Section 307 (c) of the Coastal Zone Management Act of 1972, as amended. The project, as proposed in this application, is consistent with the LCRP.

If you have any questions concerning this determination please contact Jeff Harris of the Consistency Section at (225) 342-7949 or <u>jeff.harris@la.gov</u>.

Sincerely,

<u>/S/ Charles Reulet</u> Administrator Interagency Affairs/Field Services Division

CR/MH/jdh

cc: Dave Butler, LDWF Kara Bonsall, Cameron Parish



Project Development Division Section 24 – Road Design PO Box 94245 | Baton Rouge, LA 70804-9245 ph: 225-379-1510 | fx: 225-379-1779

John Bel Edwards, Governor Shawn D. Wilson, Ph.D., Secretary

June 26, 2019

Jessica Diez Coastal Protection and Restoration Authority 150 Terrace Ave. Baton Rouge, LA 70802



Enclosed please find a copy of your issued permit(s). A copy of this permit must be made available on the worksite at all times. You must notify the appropriate District permit office involved pror to beginning work and after work is completed.

Should you have any questions or concerns, please contact me at (225) 379-1703, <u>rayna.lejeune@la.gov</u> or Ms. Joy Johnson, DOTD Right-of-Way Permit Engineer at (225) 379-1927, joy.johnson@la.gov for further assistance.

Sincerely,

22

Rayna LeJeune Engineering Technician

Enclosure

Three (3) copies of the drawings must accompany this permit application.

Permit Number	1538'	76
CONTROL 384	SECTION	02

When applicable, the following supplement is also required and shall become a part of this permit: Railroad Supplement

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from: Pairsh Route No. 530

STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

PROJECT PERMIT

(Required by State Law) Rev 5/13

A copy of this permit shall be available at the site where and when work is performed.

Whereas Coastal Protection and Restoration Authority

(Print or type name of applicant)

hereinafter termed applicant, requests a permit for the use and occupancy of the right-of-way of State Highway No. 82

in _____ Parish, located as follows:

Lat: <u>29.761228</u> Long: <u>-93.627294</u>

to: Cameron Meadows Oil Field Road

_ Lat: <u>29.791217</u> Long: <u>-93.626656</u> (in Decimal Degrees, e.g. Lat:-30.459, Long: -91.178)

1

for the installation, operation and maintenance of the following described project (use additional sheets as necessary):

Install a permanent concrete casing pipe 51" O.D. and temporary 30" steel pipeline under Louisiana Highway 82 to facilitate marsh creation using sediment from the Gulf of Mexico. (See Attachments)

Estimated number of times this facility will be accessed each year after construction has been completed, including meter readings:

By signing this permit, applicant/permittee hereby acknowledges receiving a copy of the permit, the general conditions and standards, and the Standards for Installation of Facilities on State Highways, and agrees to comply with all provisions contained therein and all applicable laws, rules and regulations.

DOTD USE ONLY:

Permit is subject to the following conditions (use additional sheets as necessary):

22	RECOMMENDED FOR APPROVAL (Check box if review required) (Check box if review review r		Permit must be signed by the owner of Contractor may NOT acquire permit (Agency Representative Signature) Jessica Diez (Name of Person Signing Permit) Project Manager (Title) 150 Terrace Ave. (Street or P.O. Box) Baton Rouge	(Print	3/8/19 (Date) ted or Typed) 70802
	District Administrator (or Designee) / Date Print Name Applicant must notify District Permit Specialist		(City or Town) <u>225-342-1477</u> (Telephone Number) jessica.diez@la.gov (E-mail Address)	(State)	(Zip Code)
	at phone number: <u>337-437-9130</u> prior to beginning work and after work is completed. Final inspection and approval by: Issue Date: <u>()2()[19]</u> Installation to be completed by: <u>12/2()[19]</u> HEADQUARTERS (original)	pc: DISTRICT	DOTD APPROVAL: Headquarters Right-of Way Permit E District Administrator (or Designee) Print Name Toy K. Ja	Date	6/34/30/9 Date or
					Page 1 of 3
The following general conditions and standards shall apply:

FIRST: That, the rights and privileges granted herein shall be nonexclusive and shall not be construed to be any broader than those expressly set out in Acts of the Legislature of the State of Louisiana, regardless of the language used in this permit and that any facilities placed on the highway right-of-way shall be placed in accordance with existing laws and the standards of the Department.

SECOND: That, all facilities thereto, after having been erected, shall at all times be subject to inspection and the right is reserved to require such changes, additions, repairs, relocations and removal as may at anytime be considered necessary to permit the relocation, reconstruction, widening and maintaining of the highway and to provide proper and safe protection to life and property on or adjacent to the highway, or in the interest of safety to traffic on the highway and that the cost of making such changes, additions, repairs and relocations shall be borne by the applicant, and that all of the cost of the work to be accomplished under this permit shall be borne by the permittee who agrees to hold the Department harmless therefor.

THIRD: That, the proposed facilities or their operation or their maintenance shall not unreasonably interfere with the facilities or the operation or maintenance of the facilities of other persons, firms or corporations previously issued permits of use and occupancy, and the proposed facilities shall not be dangerous to persons or property using or occupying the highway or using facilities constructed under previously granted permits of use and occupancy; and that the Department's records of prior permits are available, it being the duty of the applicant to determine the existence and location of all facilities within the highway right-of-way.

FOURTH: That, installations within the highway right-of-way shall be in accordance with applicable provisions contained in the following: AASHTO Guide for Accommodating Utilities within Highway Right of Way, Code of Federal Regulations 23 (CFR 23), National Electrical Safety Code C2, and the 1996 Federal Telecommunications Act. Those facilities not included in the above mentioned documents shall be in accordance with accepted practice. Where standards of the Department exceed those of the above cited codes, the standards of the Department shall apply, The Department reserves the right to modify its policies as may be required if conditions warrant.

FIFTH: That, data relative to the proposed location, relocation and design of fixtures or appurtenances as may be required by the Department shall be furnished to the Department by the applicant free of cost, and that the permit applicant shall make any and all changes or additions necessary to make the proposed facilities thereto satisfactory to the Department.

SIXTH: That, cutting and trimming of trees, shrubs, etc., shall be in accordance with the Department's EDSM IV.2.1.6 and Vegetation Manual, as revised.

SEVENTH: That, the applicant agrees to defend, indemnify, and hold harmless the Department and its duly appointed agents and employees from and against any and all claims, suits, liabilities, losses, damages, costs or expenses, including attorneys' fees sustained by reason of the exercise of this permit, whether or not the same may have been caused by the negligence of the Department, its agents or employees, provided, however, that the provisions of this last clause (whether or not the same may have been caused by the negligence of the Department, its agents or employees) shall not apply to any personal injury or property damage caused by the sole negligence of the Department, its agents or employees, unless such sole negligence shall consist or shall have consisted entirely and only of negligence in the granting of a permit or permits.

EIGHTH: That, the applicant is the owner of the facility for which a permit requested, and is responsible for maintenance of such: and any permit granted by the Department is granted only insofar as the Department had the power and right to grant the same.

NINTH: That, any permit granted by the Department is subject to revocation at any time.

TENTH: That, signing for warning and protection of traffic in instances where workmen, equipment or materials are in close proximity to the roadway surfacing, shall be in accordance with requirements contained in the Department's Manual on Uniform Traffic Control Devices. No vehicles, equipment and/or materials shall operate from, or be parked, stored or stock piled on any highway, median, or in an area extending from the outer edge of the shoulder of the highway on one side to the outer edge of the shoulder of the highway on the opposite side or in the median of any divided highway.

ELEVENTH: That, all provisions and standards contained herein relative to the installation of utilities shall apply to future operation, service and maintenance of utilities.

TWELFTH: That, drainage in highway side and cross ditches must be maintained at all times. The entire highway right-ofway affected by work under a permit must be restored to as good a condition as existed prior to beginning work to the complete satisfaction of the Departments R/W Permit Engineer.

THIRTEENTH: Any non-metallic or non-conductive underground facility must be installed with a non-corrosive metallic wire or tape placed directly over and on the center of the facility for its entire length within highway right-of-way. Wire or tape must be connected to all facilities.

FOURTEENTH: Prior to performing any excavations, the applicant is required to call Louisiana One Call. If installing any underground facilities such as cable or conduits, the applicant must be a member of Louisiana One Call. In addition, the applicant must contact DOTD at 1-800-259-4929 or <u>DOTD-FiberLocates@la.gov</u> at least 24 hours prior to performing any excavation on DOTD Right-of-way (either for installation or maintenance).

STANDARDS FOR INSTALLATION OF FACILITIES ON STATE HIGHWAYS

GENERAL

- (1) All materials and workmanship shall conform to the requirements of the applicable industry code and to Department specifications.
- (2) All safety precautions for the protection of the traveling public must be observed. Undue delay to traffic will not be tolerated.
- (3) All excavations within the limits of the right-of-way shall be backfilled and tamped in six inch layers to the density of the adjacent undisturbed soil. Where sod is removed or destroyed, it shall be replaced within one week. Where existing spoil material is, at the discretion of the Department, unsuitable for backfill, select material shall be furnished in lieu thereof and the existing material disposed of by approved methods.
- (4) Any clearing and grubbing which may be required by the applicant shall be represented by a plan covering any such actions as well as erosion control measures which may be required to vegetate the area under such clearing and grubbing. The applicant is authorized to retain all cleared timber. The applicant shall follow-up with an erosion control, seeding plan approved by DOTD.
- (5) Access to the lines shall be first from the land side, second from the interchange (longitudinally) and third from the highway (to be approved in each instance).
- (6) Repairs under the roadway will not be allowed if such repairs necessitate open cutting the highway. If a problem occurs with a line crossing, the utility company must install a new crossing. The utility company must bear 100% of the cost.
- (7) The DOTD District Permit Office shall be contacted and notified and shall give approval whenever the cable must be accessed, including routine maintenance. For routine maintenance, three (3) days notice shall be given. In emergency situations, as much notice as possible must be given.
- (8) Repeater boxes shall be placed as far outside of the right-of-way as possible, unless where otherwise approved by the Department, and in an area that will allow easy access for maintenance.
- (9) Parallel installations shall be located on a uniform alignment to the right-of-way line and within six (6) inches of the approved alignment.

PERMIT NUMBER

CONTROL 384 SECTION 02

STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT <u>UTILITY PERMIT SUPPLEMENT</u> Rev 1/17

PIPE DATA SHEET

Highway No. LA 82

Owner of Proposed Facility _____

Data	Carrier Pipe	Casing (If Used)
Contents to be handled	Sediment	Sediment
Pipe Material	Steel	Concrete
Specification & Grade of Pipe	TBD	TBD
Outside Diameter (inches)	30	51
Dimension Ratio (DR) for Non-Metallic Pipe	N/A	N/A
Nominal Pipe Size (NPS) (inches)	30	N/A
Wall Thickness(inches)	TBD	4.5
Specified Minimum Yield Strength (SMYS) (PSI)	TBD	TBD
Average Temperature of Transmittant	TBD	TBD
Hydrostatic Design Basis (HDB) (PSI) for Non-Metallic Carrier Pipe	TBD	TBD
*^Maximum Allowable Operating Pressure (MAOP) (PSI)	TBD	TBD
Surge Pressure Allowance (PSI) for Pipe Carrying Liquid	TBD	TBD
^Class Location	TBD	TBD
Type of Joint (welded, mechanical, etc.)	TBD	TBD
Method of Installation (bore, open cut, horizontal directional drilling, etc.)	Open Cut	Open Cut
Location (crossing or parallel)	Crossing	Crossing
Crossing Angle (if crossing highway)	90°	90°
Minimum Depth beneath roadway surface (feet)	4	4
Minimum Depth beneath ditches or drainage structures (feet)	N/A	N/A
Pipe Vertical Deflection by Spangler Equation (inches)	N/A	N/A
Coating Material	N/A	N/A
Cathodic Protection	N/A	N/A

*This is not design pressure. MAOP is the highest pressure a pipeline may be operated under US DOT regulations. ARequired for all pipelines (liquid and gas) except those not regulated by US DOT (i.e. water, sewage, brine, etc.).

This proposed installation is in compliance with Louisiana Department of Transportation and Development Standards.

Juc Estyderald

(Signature of Owner, required) Headquarters (original)

06/17/2019 (Date)

pc: District

pc: Permittee Page 1 of 1



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

INTRADEPARTMENTAL CORRESPONDENCE

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REFERRED FOR ACTION
ANSWER FOR MY SIGNATURE
FOR FILE
FOR YOUR INFORMATION
FOR SIGNATURE
RETURN TO ME
PLEASE SEE ME
PLEASE TELEPHONE ME
FOR APPROVAL
PLEASE ADVISE ME
········
BY DATE
BY DATE
BY DATE

MEMORANDUM

- TO: Christopher P. Knotts Chief Engineer
- FROM: Joy Johnson, P.E. JAY Right-of-Way Permit Engineer
- SUBJECT: Coastal Protection and Restoration Authority's request to open cut the roadway, LA 82, Cameron Parish, Control Section 384-02
- DATE: June 21, 2019

The Headquarters Right-of-Way Permit Unit is requesting approval to permit Costal Protection and Restoration Authority (CPRA)'s installation of a 51-inch casing and a temporary 30-inch pipe beneath Hwy 82 in Cameron Parish by open cutting the roadway. Per Louisiana Administrative Code Title 70, Part II, Section 515.B.4(d),"Cutting the surface or tunneling under hard-surfaced roads is specifically prohibited. Open trench installations are restricted to unsurfaced highways with low traffic volumes, except where unusual circumstances justify approval by the DOTD to open cut hardsurfaced highways".

Tye Fitzgerald's letter dated April 25, 2019 explains why CPRA needs to open cut the roadway. Due to several utility and fiber optic lines beneath the roadway, along with sandy soils and a high water table, other installation methods are not possible for the 51-inch casing and 30-inch pipe. The temporary pipe will be used to dredge marsh fill from an offshore borrow area in the Gulf of Mexico by hydraulic pumping for marsh creation. The trench is expected to remain open for two weeks and the roadway will be restored after the project is complete. The permanent 51-inch pipe casing will be plugged to remain in place for upcoming coastal restoration projects. Traffic control will include a flagging operation or temporary traffic signal and a temporary barrier while the trenches are open.

Based on the information provided, we recommend approval to open cut the roadway for this pipeline project. We have attached location maps, the letter explaining the need to open cut LA 82, District 07's recommendation, and a copy of the Project Permit with plans for your review.

Should you require additional information, please contact me at (225) 379-1927.

JKJ/jkj

Attachments

APPROVAL MENDED FOR APPROVAL APPROVA



Office of the Secretary PO Box 1430 Lake Charles, LA. 70602 ph: 337-437-9137 | fx: 337-437-9260

John Bel Edwards, Governor Shawn D. Wilson, Ph.D., Secretary

April 5, 2019

153876

Ms. Joy Johnson DOTD Right of way Permit Engineer

Subject: Coastal Restoration project permit Design Letter

Ms. Johnson,

This letter is to inform you that District 07 has no objection to this reviewed and approved submittal for the proposed project permit submitted to our permit office. Please see attached submitted and approved documents and the design waiver for the Chief Engineer to review and sign. If you need anything further please let me know. Have a nice day.

Respectfully,

Donald Duberville, P.E. District 07 District Engineering Administrator



State of Louisiana

JOHN BEL EDWARDS

GOVERNOR

153876

April 25, 2019

Ms. Pamela J. Guillotte LA DOTD/District 07 Permit Section 5827 Hwy 90 Lake Charles, LA 70615

Re: Cameron Meadows Marsh Creation and Terracing (CS-0066) Project-Design Waiver of Administrative Code Title 70 Request

Dear Ms. Pamela,

Please forward this request to open cut LA Highway 82 (LA 82), which requires a design waiver of Administrative Code Title 70 to Chris Knotts, Chief Engineer, for his approval. This design waiver is to install a pipe under the existing LA 82 using open cut methods, with one lane open to traffic during the installation period. This part of construction is expected to take approximately one week. A Triton Barrier System will be installed between the two lanes when trenches are open. LA DOTD standard sheets TTC-00 (A, B, C, D), TTC-02, and TTC-04 will be utilized. Below is a description of the work to be performed.

The Louisiana Coastal Protection and Restoration Authority (CPRA), in partnership with the National Oceanic and Atmospheric Administration's (NOAA's) National Marine Fisheries Service (NMFS) are preparing for the construction of the Cameron Meadows Marsh Creation and Terracing project (CS-0066) funded by the Coastal Wetlands Planning, Protection, and Restoration Act (CWPPRA) Program. The project is located in Cameron Parish, approximately 18 miles west of Cameron and northeast of Johnson Bayou, north of LA 82. Approximately 308 acres of marsh and 12,150 linear feet of earthen terraces are proposed.

The work includes installing a 51" O.D. permanent, concrete casing pipe underneath LA 82 to facilitate the temporary placement of a sediment pipeline. Marsh fill material will be dredged from an offshore borrow area located in the Gulf of Mexico and pumped hydraulically via pipeline to the marsh fill area north of LA 82. The permanent casing pipe will be plugged after use and left in place for future coastal restoration projects. This project has construction funding, received its LDNR consistency and USACE 404 permits, and CPRA is the project owner.

It is proposed to place the permanent pipeline using open cut methods and phased construction keeping one lane open at all times. Flaggers or temporary traffic signals and substantial lighting will be utilized to maintain safe operations. The open cut for the concrete pipe will be backfilled with flowable fill and an

Ms. Pamela J. Guillotte LA DOTD/District 07 Permit Section April 25, 2019 Page 2

asphalt pavement patch will be installed to match existing conditions or 12" minimum depth, whichever is greater. Following the installation of the concrete casing pipe, a temporary sediment pipeline will be placed within the casing pipe. During construction marsh fill placement, the temporary sediment pipeline will be placed above ground within apparent DOTD Right of Way (ROW) on either side of the concrete casing pipe. In order to protect the temporary pipeline that is located within the clear zone, and to shield the obstacle from the traveling public, a temporary Triton Barrier System will be installed. The Triton Barriers will remain in place for the entire duration that the temporary sediment pipeline will be removed and the concrete casing pipe will be loosely plugged (so as to allow for minimal water flow to prevent stress on the pipe) and buried using embankment material. The highway and embankment will be returned to preproject conditions. The casing pipe installation is anticipated to take approximately one week and will occur outside of peak hurricane season. If a storm enters or develops within the Gulf of Mexico, both lanes will be reopened to traffic as soon as practicable.

The open cut method of casing pipe installation is proposed to mitigate several problems within the project area. Jack and bore and microtunneling installation methods were considered. Due to local utilities (water and telecommunications), and their offset requirements, the northern bore pit would be in close proximity to LA 82 (less than 10 feet from the edge of pavement). Lowering these utilities to allow for more space between LA 82 and the bore pits was considered, but was ruled out as one of the telecommunications lines is a fiber optic line. Installation via these two methods would not be possible without disturbing the fiber optic line. Moving the bore pit north of these utilities was not possible as it is privately owned land. Traditional jack and bore installation was ruled out due to the sandy soil and previous work in similar conditions. These sandy soils and high water table were characterized as flowing and, being less than 10 feet from LA 82, increases the risk of the microtunnel material flow channelizing along the pipe and sheet pile wall. This could create a sink hole under LA 82. After the marsh creation project is complete, the permanent concrete casing pipe will be plugged, but not sealed. This will prevent stress on the pipe, allowing minimal water flow through the pipe due to potential groundwater. Both sides of the casing pipe will be buried following construction and will no longer be located within the clear zone. The temporary sediment pipeline will be located within the clear zone during the marsh creation activities and shielded from traffic using triton barriers. These barriers will be installed at a flare rate of 14:1 as specified by the AASHTO Roadside Design Guide, Table 5.9. Following project completion, the temporary pipeline and triton barriers will be removed and no objects will remain within the clear zone.

Sincerely,

Sye Fitzgerald

Tye Fitzgerald, P.E. Engineering Supervisor

cc: Ms. Jessica Diez, CPRA Project Manager CS-0066 Project File





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- 2 LA, HIGHWAY 82 CROSSING PLAN VIEW
- 3 LA. HIGHWAY 82 PHASE 1 PLAN VIEW CASING PIPE INSTALLATION SEQUENCE
- 4 LA. HIGHWAY 82 PHASE 2 PLAN VIEW CASING PIPE INSTALLATION SEQUENCE
- 5 LA. HIGHWAY 82 PHASE 3 PLAN VIEW CASING PIPE INSTALLATION SEQUENCE
- 6 LA. HIGHWAY 82 OPEN CUT EXCAVATION SECTION A
- 7 LA. HIGHWAY 82 CROSSING PHASE 1 SECTION B CASING PIPE INSTALLATION
- 8 LA. HIGHWAY 82 CROSSING PHASE 2 SECTION C CASING PIPE INSTALLATION
- 9 TEMPORARY PIPELINE MARKER AND CASING PIPE CAP / MARKER
- 10 LA. HIGHWAY 82 MILL AND OVERLAY PLAN VIEW
- 11 LA, HIGHWAY 82 MILL AND OVERLAY CROSS SECTION

STATE OF LOUISIANA COASTAL PROTECTION AND RESTORATION AUTHORITY

CAMERON MEADOWS MARSH CREATION AND TERRACING PROJECT PROJECT NO. CS-0066 CAMERON PARISH



30,000' 15,000'

PRELIMINARY

DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE, OR SALES.

LICENSURE CLASSIFICATION REQUIREMENTS HEAVY CONSTRUCTION OR DREDGING



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CAMERON PARISH













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OR SHALL MATCH EXISTING CROSS SLOPES. JLAR TO THE CENTER LINE OF THE CROSSING. IALT TACK COAT. ASPHALT TACK COAT SHALL HE MILLED PAVEMENT. THE CONTRACTOR	CAMERON MEADOW MARSH	CREATION AND TERRACING	STATE PROJECT NUMBER: CS-0066	DRAWN BY: K. CANTU
NOVED OR DAMAGED AS PART OF THIS WORK,	DATI	E: JAN.		
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LOUISIANA DEPARTMENT OF WILDLIFE & FISHERIES

FILL MATERIALS LICENSE

LICENSE NUMBER: WLF2020014

In consideration of a royalty paid to the Department by the applicant, this license solely for the removal of fill material from water bottoms of the State of Louisiana, is issued to:

Licensee:

COASTAL PROTECTION AND RESTORATION AUTH 150 TERRACE AVENUE BATON ROUGE, LA 70802 Location: Gulf of Mexico

City/Town: Johnsons Bayou

Parish: Cameron

Latitude: 29.80479

Longitude: 93.94724

License Class and Rate: License De: 00 ¢ per cubic yard

Corps Permit Number: MVN-2014-01349-WJJ

CUP Number: C20180117

Volume: 5600000.00 cubic yards

Project Description: CS-0066 Construct 636 acres of marsh and 12,150 linear feet of terraces for the CWPPRA Cameron Meadows Marsh Creation and Terracing Project.

Initiate: January 01, 2020

Expiration: December 31, 2020

In the event that licensee reaches the amount applied for prior to December 31, 2020, the license will expire at that time.

The use of the fill material authorized for removal by this license is subject to the following restrictions:

1. The Department of Wildlife and Fisheries shall be notified prior to removal of the material and again be notified upon completion of the project.

2. All provisions of the Fill Material License shall be adhered to.

3. This Certificate shall be posted in a conspicuous place at the project site during the activities authorized.

Randell S. Myers, Assistant Secretary



DEPARTMENT OF THE ARMY CORPS OF ENGINEERS, NEW ORLEANS DISTRICT 7400 LEAKE AVE NEW ORLEANS LA 70118-3651

FEB 2 7 2019

Operations Division Western Evaluation Section

SUBJECT: MVN-2014-1349-WJJ

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

Gentlemen:

The proposed work, to excavate and deposit fill within inland areas to create and nourish 708 acres of wetlands for the Cameron Meadows Marsh Creation and Terracing Project (CS-0066), located west of Cameron Meadows Oil Field Road in southwest Cameron Parish, Louisiana (29.80479, -93.6474), as shown on the enclosed drawings, is <u>authorized</u> under **Category II** of the **Programmatic General Permit** provided that all conditions of the permit are met.

In addition to the enclosed standard PGP conditions dated May 16, 2017, the following special conditions are made part of this authorization:

- 1. The permittee is responsible for ensuring that all contractors and/or workers associated with project construction and implementation, are equally aware of the authorized plans, conditions, and/or restrictions associated with this approval.
- 2. All work shall be done in accordance with the approved plans and confined to the permitted work area(s) represented within the attached drawings. If the project requires modifications to the authorized plan, the permittee shall contact this office to obtain a permit amendment and/or review and decision on the plans, prior to commencement of those alterations.
- 3. The (attached) Standard Manatee Conditions for In-Water Activities are hereby made a part of this authorization.
- 4. Impacts to existing wetlands during construction access shall be avoided to the greatest extent possible. Any inadvertent temporary impacts to wetlands shall be immediately restored to pre-project conditions and contours following work within that area, and/or upon project completion. Authorized staging areas and air bridge crossings in wetlands will be restored to pre-project conditions following the point of time in which there is no longer a need for those areas to construct, manage and/or monitor the project.

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 Mr. Bobby Quebedeaux with this office at (504) 862-2224 or at bobby.d.quebedeaux@usace.army.mil.

Sincerely,

Danill S. Barbara

for Martin S. Mayer Chief, Regulatory Branch

Enclosures

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 CONSTRUCTION AREA AND WHERE THERE IS LESS THAN FOUR FOOT BOTTOM CLEARANCE WHEN MANATEE IS PRESENT". A second temporary sign measuring 8½ " X 11" shall be posted at a location prominently visible to all personnel engaged in water-related activities and shall read language similar to the following: "CAUTION: MANATEE AREA/ EQUIPMENT MUST BE SHUTDOWN IMMEDIATELY IF A MANATEE COMES WITHIN 50 FEET OF OPERATION".
- Collisions with, injury to, or sightings of manatees shall be immediately reported to the 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 if 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.

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INDEX TO SHEETS	SHEET NO.	- (<i>N</i> 6	0 4	f	2		6 7-24	L	G7	26		27	28	29		30	31	32	33	34	35	36	AP ASTAL PROTECTIC 150 TE BATON	









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DRAWN BY SHANE FAUST	DESIGNED BY TYE FITZGERALD, P.E PE.0038153	APPROVED BY: RUDY SIMONEAUX, P.E.	DATE JULY 2018 SHEET 13 OF 36

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APPLICATION BY CPRA 150 TERRACE AVENUE BATON ROUGE, LA70802	COASTAL PROTECTION AND RESTORATION AUTHORITY 150 TERRACE AVENUE	CAMERON MEADOWS MARSH CREATION AND TERRACING	EQUIPMENT ACCESS CORRIDOR LAYOUT
	BATON ROUGE, I OUISIANA 70802	STATE PROJECT NUMBER CS-0066	DATE JULY 2018
DRAWN BY SHANE FAUST	DESIGNED BY TYE FITZGERALD, P.E PE.0038153	APPROVED BY: RUDY SIMONEAUX, P.E.	SHEET 14 OF 36





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APPLICATION BY: CPRA 150 TERRACE AVENUE BATON ROUGE, LA70602	COASTAL PROTECTION AND RESTORATION AUTHORITY 150 TERRACE AVENUE BATON ROUGE, LOUISIANA 70802	CAMERON MEADOWS MARSH CREATION AND TERRACING	EQUIPMENT ACCESS CORRIDOR LAYOUT
DRAWN BY SHANE FAUST	DESIGNED BY TYE FITZGERALD, P.E PE.0038153	STATE PROJECT NUMBER CS-0066	DATE JULY 2018
en inc i Augi		APPROVED BY RUDY SIMONEAUX, P.E.	SHEET 17 OF 36



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DRAWN BY SHANE FAUST	DESIGNED BY: TYE FITZGERALD, P.E PE.003816		STATE PROJECT NUMBER CS-0066	DATE JULY 2018
	BESIGNED DT. TTETTZGERALD, P.E PE.003815	3	APPROVED BY: RUDY SIMONEAUX, P.E.	SHEET 19 OF 36

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DRAWN BY SHANE FAUST		STATE PROJECT NUMBER CS-0066	DATE JULY 2018
errate radal	DESIGNED BY. TYE FITZGERALD, P.E PE.0038153	APPROVED BY RUDY SIMONEAUX, P.E.	SHEET 20 OF 36

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150 TERRACE AVENUE BATON ROUGE, LA70802	ISO TERRACE AVENUE BATON ROUGE, I OUISIANA 70802	CREATION AND TERRACING	CORRIDOR LAYOUT
DRAWN BY SHANE FAUST	DESIGNED BY: TYE FITZGERALD, P.E PE.0038153	STATE PROJECT NUMBER CS-0066	DATE JULY 2018
		APPROVED BY RUDY SIMONEAUX, P.E.	SHEET 21 OF 36

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APPLICATION BY CPRA 150 TERRACE AVENUE BATON ROUGE, LA70802	COASTAL PROTECTION AND RESTORATION AUTHORITY 150 TERRACE AVENUE BATON ROUGE, I OUISIANA, 70802	CAMERON MEADOWS MARSH CREATION AND TERRACING CORRIDOR LAYOUT
DRAMALON SHARE		STATE PROJECT NUMBER CS-0066 DATE JULY 2018
DRAWN BY SHANE FAUST	DESIGNED BY TYE FITZGERALD, P.E PE.0038153	APPROVED BY RUDY SIMONEAUX, P.E. SHEET 22 OF 36











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COORDINATES	LAT.	9° 48' 31.86"	29° 48' 22.89"	29° 48' 22.55"	9° 48° 23.71"	29° 48' 24.56"	29° 48' 25.49"	29° 48' 25.15"	29° 48' 26.31"	29° 48' 17.09"	29° 48' 18.02"	29° 48' 17.67"	29° 48' 18.83"	20° 40' 19' 50	29° 48' 20 27"	1° 48' 21.43"	29° 48' 22.28"	29° 48' 23.21"	29° 48' 22.87"	29° 48' 24.03"	29° 48' 14.80"	29° 48' 15.73"	29° 48' 15.39"	° 48' 16.55"	29° 48' 17.40"		° 48' 17.99"	29° 48' 19.15"	29° 48' 19 99"	29. 48. 20.92	29° 48' 21 74"	* 48' 09.93"	29° 48' 10.86"	* 48* 10.52"	* 48' 11.68"	CAMEF CREA	
S	TERRACE	T19				T20				121				122			T23				T24				125				T26			127		1		tion mead	
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	LONG.	93° 38' 49.08"	93° 38' 48.00"	93° 38' 46.35"	93° 38' 45.00"	93° 38' 44.03"	93" 38' 42.95"	93° 38' 41.30"		93" 38' 50.86"		93° 38' 48.12"	93° 38' 46.78"	93° 38' 45.81"	23 30 44.73 03° 38' 12 08"	93° 38' 41 73"	93° 36' 40.76"	93° 38' 39.68"	93° 38' 38.03"	93° 38' 36.68"	93° 38' 52.64"	93° 38' 51 56"	93° 38' 49.90"	93° 38' 48.56"	93° 38' 47.59"	93° 38' 46.51"	93° 38' 44.85"	93° 38' 43.51"	93° 38' 42 54"	93" 38' 41.46"	93 38 39.80 03° 38' 38 46"	93° 38' 37.47"	93° 38' 36.41"	93° 38' 34.75"	93° 38' 33.41"	8000	
	LAT.	48	29° 48' 13.45"	29° 48' 13.11	29° 48' 14.27	29° 48' 15.12"	29° 48' 16.05"	29° 48' 15, 71"	48'	29° 48' 07.64"	29° 48' 08.58'	29° 48' 08.23"	29° 48' 09.39'	29° 48' 10.24'	70° 48' 10.17	29° 48' 11 99'	29° 48' 12 84'	48' 13	29° 48' 13.42'	29° 48' 14.58'	29° 48' 02.77'	29° 48' 03 70'	29° 48' 03.36"	29° 48' 04.52'	29° 48' 05.36	29° 48' 06.29"	29° 48' 05.95'	29° 48' 07.11	29° 48' 07 96"	29° 48' 08.89"	CC 80 84 -67	29° 48' 09 66"	29° 48' 11.48"	29° 48' 11.14"	29° 48' 12.30"	EARTHEN TERRACE COORDINATES	



















APPENDIX F: DIRECTIONS TO PRE-BID CONFERENCE AND BOAT LAUCH







CS-0066 Pre-Bid Boat Launch Location

Lake Charles

Louisiana

Get on I-10 W/US-90 W from Lakeshore Dr

		4 min (1.6	5 n
1	1.	Head west on Kirby St toward Ryan St	
L →	2.	Turn right onto Ryan St	85
4	3.	Turn left onto W Pujo St	.1 r
r ≯	4.	Turn right onto Lakeshore Dr	.1 r
4	5.	Turn left at the 1st cross street onto N Lakeshol Dr/Veterans Memorial Blvd Continue to follow N Lakeshore Dr	
*	6.	Use the left lane to take the ramp onto I-10 W/U 90 W	.2 r JS-
		0. 27 to Cameron Meadows Oil Field Rd in Parish g Authority District 1	.1 r
•	7.	1 h (54.7	7 m

X	7.	Merge onto I-10 W/US-90 W i Continue to follow I-10 W	
٢	8.	Take exit 20 toward LA-1256/Cameron/Sulp	
4	9.	Turn left onto LA-1256 S/Ruth St	– 0.4 m
		Pass by Pizza Hut (on the left in 0.2 mi)	0.0
1	10.	Continue onto LA-108/LA-27	– 2.3 m
		Continue to follow LA-27	
		🚯 Pass by Dollar General (on the left in 0.4 mi))
			33.5 mi
┍	11.	Turn right onto LA-82 W	
			10.0 m

Turn right onto Cameron Meadows Oil Field Rd
 Destination will be on the left

6 min (2.3 mi)

Cameron Meadows Oil Field Rd

Cameron, LA 70631

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



APPENDIX G: SURVEY MONUMENT DATA



VICINITY MAP Not to Scale

Image Reproduced from Google Earth Pro [©]2006 Google™

Station Name: "CRMSCS-SM-08"

Monument Location: From the intersection of State Hwy. 82 and State Highway 27 in Holly Beach, La., proceed west on Highway 82 for 14.5 miles to intersection with Uriah Lane at Johnsons Bayou. Monument is located north of La Highway 82 and west of Uriah Lane.

Monument Description: NGS Style floating sleeve monument; 9/16" stainless steel rods driven 48 feet to refusal, set in a sand filled 6" PVC pipe with access cover set flush with the ground.

Stamping: CRMSCS-SM-08

Date of Survey: August 2007

Monument Established By: John Chance Land Surveys, Inc.

Adjusted NAD83 Geodetic Position (NSRS2007)

Lat. 29° 45' 47.40741"N Long. 93° 42' 07.97250"W

Adjusted NAD83 Datum LSZ (1702) Ft (NSRS2007) N= 467,135.98 E= 2,529,279.93

Adjusted NAVD88 Elevation (2006.81) 5.63 feet (1.717 mtrs)

Ellipsoid Height = -25.251 mtrs. Geoid03 Height = -26.968 mtrs.(2004.65)

OPUS AVERAGE (Comparison Only) NAVD88 Height (2004.65) Elevation = 5.55 feet (1.691 mtrs)



Adjusted Position Established John Chance Land Surveys, Inc. for Louisiana Department of Natural Resources, Coastal Engineering Division

APPENDIX H: GEOTECHNICAL REPORT

<u>ftp://ftp.coastal.la.gov/CS-</u> <u>66%20Cameron%20Meadows/Bid%20Documents/Appendix%20H%20-</u> <u>%20Geotech%20Report/</u>

APPENDIX I: DESIGN SURVEY REPORT

ftp://ftp.coastal.la.gov/CS-66%20Cameron%20Meadows/Bid%20Documents/Appendix%20I%20-%20Design%20Survey%20Report/
APPENDIX J: HYDRAULIC DREDGE DATA SHEET

HYDRAULIC DREDGE DATA SHEET CAMERON MEADOWS MARSH CREATION AND TERRACING PROJECT (CS-0066)

The Contractor shall submit the following Dredge Data Sheet in the Work Plan for each dredge that is proposed to be utilized to perform the Work. The Dredge Data Sheet shall only be utilized for informational purposes. The submitted information is pertinent to the evaluation of the proposed dredges and their capability to perform the Work. The Contractor shall only omit data or information considered to be proprietary. The Dredge Data Sheet shall constitute a certification that the proposed equipment is available to and under control of the Contractor during the Work.

Name of dredge	
Туре	
Manufacturer and manufacture date	
Rebuild date and type	
Current location	

Owner/Lease (specify) name	
Contact person	
Contact address	
Contact phone number	

Maximum draft (ft)	
Minimum operating depth (ft)	
Loaded freeboard (ft)	
Maximum dredge depth (ft)	
Minimum dredge depth (ft)	
Maximum effective dredge swing (Degrees)	
Length of dredge spuds (ft)	
Length of dredge hull (ft)	
Beam of dredge hull (ft)	
Length of dredge ladder (ft)	
Inside diameter of suction inlet (in)	
Inside diameter of pump discharge (in)	
Diameter of pump impeller eye (in)	
Outside diameter of pump impeller (in)	
Suction lift or elevation of main dredge pump	
relative to the water surface level (ft)	
Brake horsepower and corresponding engine	
RPMs applied to pump impeller at rated drive	
of the prime mover during dredging operations	
Brake horsepower applied to cutter head during	
dredging operations	
Pump engine horsepower and RPMs	
Minimum channel width in which dredge can	
successfully operate and turn 180 degrees	
Type of production rate monitoring equipment	

Expected production rate for beach and dune fill (CY/Day)	NA
Expected production rate for marsh fill (CY/Day)	

Booster pump name and horsepower	
Booster pump name and horsepower	
Booster pump name and horsepower	

APPENDIX K: EQUIPMENT DATA SHEET

EQUIPMENT DATA SHEET

CAMERON MEADOWS MARSH CREATION AND TERRACING PROJECT (CS-0066)

The Contractor shall submit the following Equipment Data Sheet in the Work Plan for each piece of heavy construction equipment (I.E., barge, track hoe, dozer, pile hammer, etc.) that is proposed to be utilized to perform the Work. The Equipment Data Sheet shall only be utilized for informational purposes. The submitted information is pertinent to the evaluation of the proposed equipment and their capability to perform the Work. The Contractor shall only omit data or information considered to be proprietary. The Equipment Data Sheet shall constitute a certification that the proposed equipment is available to and under control of the Contractor during the Work.

Type of equipment	
Manufacturer and manufacture date	
Condition	
Current location	
Description of use on project	
Owner/Lease (specify) name	
<u>G</u>	

Contact person	
Contact address	
Contact phone number	

Expected production rate (Daily or hourly)	
Weight (tons)	
Dimensions (ft)	
Method of mobilization and demobilization	

APPENDIX L: DAILY PROGRESS REPORT FORM

DAILY PROGRESS REPORT

Date:	Report No	By:	
	_		(Contractor)
	(Report is due by 12:0	00 p.m. of the following day)	
PROJECT: Ca	ameron Meadows Marsh Cr	eation and Terracing Project (CS-0066)
WEATHER: (Cle	ar) (P. Cloudy) (Cloudy) (F	log):	
TEMPERATURE	2:	Wave Height at:	
Min Ma	X	Borrow Site:	feet
Wind Speed:	mph	Fill Area:	
Direction:		Wave Direction:	
Location of discha	arge: Marsh Creation Area	1 Station	
Dressing operatio	ns complete to: Marsh Crea	ation Area 1 Station	
	Marsh Crea	ation Area 2 Station	
	Marsh Crea	ation Area 3 Station	
Contractor/SubCo	ontractor and area of response	<u>sibility</u> :	

1. <u>Work Performed Today</u>: (Indicate location and description of work performed. Provide containment dike or marsh fill advance over last 24 hours. Attach dredge position printouts and plot to this report.)

- 2. <u>Results of Surveillance</u>: (Include satisfactory work completed or deficiencies with action to be taken.)
- <u>Status of Aids to Navigation</u>: Were all navigation aids and submerged pipeline buoys checked today (Yes/No)? _____
 Did any navigation aids and/or buoys require resetting (Yes/No)? _____

- 4. <u>Water Quality Monitoring</u>: Was water quality monitoring conducted today? Yes/No If so, was the water quality in compliance with Permit No. MVN-2014-1349-WJJ and the results provided to the Engineer? Yes/No
- 5. <u>Verbal Instructions Received</u>: (List any instructions given by the STATE, construction deficiencies, retesting required, etc., with action to be taken.)
- 6. <u>Remarks</u>: (Cover delays and any conflicts in Plans, specifications or instructions.)
- 7. <u>Safety Inspection</u>: (Report violations noted; corrective instructions given; and corrective actions taken.)
- 8. <u>Equipment Data</u>: (Indicate items of construction equipment other than hand tools at job site and whether or not used and if operable.)
- 9. <u>Dredge Status</u>: (Is the dredge working, not operating due to weather/sea state, or is it under repair?)
- 10. <u>Avoidance of Overdredging</u>: Do you certify that the dredge has excavated within the limits of the borrow areas, as shown in the Plans (Yes/No)? ______. Also, do you certify that the borrow area has not been excavated below the limit as shown in the Plans (Yes/No)? ______

11. <u>Notifications to the Engineer</u>

Notifications to the Engineer		
Preconstruction Survey Start - Complete:	-	
As-built Survey Start - Complete:	-	
Permit Violation:		
Endangered Species / Cultural Resource:		
Louisiana One-Call:		
Landowner/Utility Contacted:		
Process Survey Start - Complete:	-	
Notice to Mariners:		
Recordable Injury / Spill:		
Dike Failure / Breach:	No / Yes Sta:	
Settlement Plate Damaged/Repaired:	No (s):	
Grade Stake Damaged/Repaired:	No (s):	

12. <u>Progress Summary</u>:

Marsh Creation Area 1		
Dike Constructed Today:	Sta Start:	
	Sta End:	
Dikes Gapped Today:	Sta Start - End: -	
Volume of Material Dredged Today:		CY
Dewatering Structure:	Installed (Closed or Open) / Removed	
Grade Stakes:	No(s) Installed / Removed:	
Settlement Plates:	No(s) Installed:	

Marsh Creation Area 2 (if awarded)		
Dike Constructed Today:	Sta Start:	
	Sta End:	
Dikes Gapped Today:	Sta Start - End: -	
Volume of Material Dredged Today:		CY
Dewatering Structure:	Installed (Closed or Open) / Removed	
Grade Stakes:	No(s) Installed / Removed:	
Settlement Plates:	No(s) Installed:	

Marsh Creation Area 3 (if awarded)			
Dike Constructed Today:	Sta Start:		
	Sta End:		
Dikes Gapped Today:	Sta Start - End: -		
Volume of Material Dredged Today:	CY		

Dewatering Structure:	Installed (Closed or Open) / Removed	
Grade Stakes:	No(s) Installed / Removed:	
Settlement Plates:	No(s) Installed:	

Dredge Pipe				
Borrow Area Trunk: Installed/Removed	Sta Start - End: -	/	LF	
East MCA: Installed/Removed	Sta Start - End: -	/	LF	
West MCA: Installed/Removed	Sta Start - End: -	/	LF	
East MCA Protective Measures:	Installed / Removed / Condition:			
West MCA Protective Measures:	Installed / Removed / Condition:			

Borrow Area			
Quantity Dredged Today / To Date:	CY /	CY	
Depth Dredged:		ft NAVD88	
Dredge Advance Schematic Attached:	Yes / No		
Estimated Percent Solids:		%	
Average Concentration of Slurry:			
Average Dredge Production Rate:		CY/HR	
Maximum Dredge Production Rate:		CY/HR	
Dredge Operational Time:		Hrs	
Dredge Downtime:		Hrs	

Explanation of Downtime:

Active Field Orders / Change Orders / Claims / Requests for Information / Payment Requests /			
& Acceptance Requests			
FO / CO / Claim / RFI / PR / AR	No.:	Status:	
FO / CO / Claim / RFI / PR / AR	No.:	Status:	
FO / CO / Claim / RFI / PR / AR	No.:	Status:	

<u>Contractor's Verification</u>: The above report is complete and correct and equipment used and work performed during this reporting period are in compliance with the contract drawings and specifications except as noted above.

Contractor's Approved Authorized Representative

Note: This form must include continuous plots of the hydraulic dredge locations and cut depths in addition to daily grade stake readings.

APPENDIX M: HOLD HARMLESS FORM

RELEASE AND HOLD HARMLESS AGREEMENT

I, _______, am requesting permission from William J. Doré and/or one of the companies owned in whole or in party by William J. Doré, including but not limited to The Doré Energy Corporation; Apollo Energy Operating Company, LP; Apollo Energy, LP; DE Oil and Gas, LLC; Doré Operating Co, LLC; Doré Real Estate Holdings, LLC, Matched Services, LLC; The Lodge at Cameron Meadows, LLC, The Cameron Meadows Restoration Foundation; Doré Partners, Ltd. and any related entities, trusts, or foundations of William J. Doré (hereafter "Doré") to use, traverse, and/or enter upon property owned by Doré or its subsidiary or affiliated companies (hereafter "Property"). In return for Doré's permission to use, traverse, and/or enter upon the Property, I agree as follows:

1. I will use the property only for the following purpose or purposes:

I will not access or use the Property for any other purpose. I will not authorize, invite, or allow any person to use, traverse, or enter upon the Property unless expressly authorized by Doré to do so. I further represent that my participation in any activity on the property does not violate any federal, state, and/or local laws and ordinances regulating such activity, if any, and I have obtained all necessary permits or licenses to engage in such activity if required by law.

2. I will acquaint myself with and abide by all Doré policies and practices, and all federal, state, or local laws and regulations, applying to the Property. I will observe all appropriate safety precautions including precautions against fire and other damage that could occur on or to the Property. I agree to be fully responsible for any damages to the Property I may cause. While traversing or present on the Property, I assume full and sole responsibility for my person and property and the person and property of any person I invite, allow, or bring on the Property. I agree to become familiar with the boundaries of the Property and avoid trespassing on property of others.

3. I understand and agree that Doré makes no representation or warranty concerning the condition of the Property and that there could be dangers and risks, either apparent or non-apparent, on or associated with the use of the Property. I fully assume such risks, and will hold harmless the Indemnitees as defined in paragraph 4 below for and against any losses, damages, or injuries caused by dangers, defects, or risks, whether apparent or hidden, that I, or any person I invite, allow, or bring on the Property, may encounter while using, accessing, or traversing the Property. As a condition of being allowed to use, traverse, and/or access the Property, I agree never to assert any claim, demand, suit, cause of action, or judgment, whether for personal injuries, property damages, or otherwise, against any of the Indemnitees as defined in paragraph 4 below, for any injury, loss, or damage arising or resulting from, occurring during, or relating to, my use of or presence on the Property, or the use of or presence upon the Property of any person I invite, allow, or bring on the Property. This waiver shall apply whether the claim or demand is based on the actions or omissions of any individual or a condition or defect of the Property or of any improvements, constructions, or facilities situated thereon. I further agree not to assert any claim or enforce any judgment against any person arising from or relating to my use of or presence on the Property, or any damage or injury sustained as a result thereof, if (and to the extent) the assertion of such a claim or enforcement of such a judgment will impose any liability upon any of the Indemnitees as defined in paragraph 4 below.

4. I agree to release, defend, indemnify, and hold harmless Doré, its subsidiary or related companies, its lessees, and these entities' employees, officers, directors, shareholders, members, agents, insurers, predecessors, and successors, William J. Doré and his heirs and assigns, and the Property (hereafter collectively referred to as the "Indemnitees") from and against any and every claim, demand, loss, damage, suit, cause of action, or judgment, whether for personal injury, property damage, attorneys fees, exemplary or punitive damages, or otherwise, asserted or brought by any person or entity whatsoever, in any way resulting or arising from my use of or presence upon the Property, the use of or presence upon the Property of any person I allow, invite, or bring on the Property. In addition, I agree to pay the attorney

and expert fees, court costs, or other expenses incurred by any of the Indemnitees in defense of any such claim, demand, suit, cause of action, or judgment, and agree that the Indemnitees shall have the right to select and retain counsel of their choice to defend any such claim, demand, suit, cause of action, or judgment. THESE RELEASE, DEFENSE, INDEMNITY, AND HOLD-HARMLESS OBLIGATIONS SHALL APPLY AND SHALL BE ENFORCEABLE BY THE INDEMNITEES REGARDLESS OF WHETHER THE DAMAGE, LOSS, OR INJURY IS CAUSED BY THE NEGLIGENCE (WHETHER ACTIVE, PASSIVE, JOINT, SOLE, OR CONCURRENT), GROSS NEGLIGENCE, OR FAULT OF ONE OR MORE OF THE INDEMNITEES, AND REGARDLESS OF WHETHER A CLAIM IS BASED ON THEORIES OF STRICT LIABILITY OR ALLEGATIONS CONCERNING THE CONDITION OF, OR DANGERS ALLEGEDLY PRESENT UPON, THE PROPERTY.

5. I understand that this agreement is not a lease, servitude, or right of way, that Doré may revoke my permission to access, use, or traverse the Property at any time for any reason or without cause, but that my defense, indemnity, and hold-harmless obligations undertaken in this agreement shall remain enforceable after revocation of Doré's permission for me to use, access, or traverse the Property.

6. I am able to read and I read and fully understood this agreement before signing it. I understand the obligations I am undertaking by signing this agreement, and I understand that Doré will allow me to use, access, or traverse the Property only if I agree to the terms of this agreement. No representations or statements have been made to me concerning this agreement or any matters in it that are not set forth in writing in this agreement.

WITNESSES:

SIGNED BY:			
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Print Name:_____

Date:_____

Sworn to and subscribed before me, NOTARY PUBLIC, in the State of Louisiana, Parish of ______ this _____ day of ______, 20_____.

Notary Public Name/No.

If the person executing this RELEASE AND HOLD HARMLESS AGREEMENT is under the age of eighteen (18) years of age, then their parent or legal guardian must execute in the space provided below:

I, _______ [name] am the ______ [relationship] of _______, a minor for whom I am and/or hereby agree to be legally responsible (the said minor being hereafter referred to as the "Authorized Minor"). I do hereby execute this RELEASE AND HOLD HARMLESS AGREEMENT for and on behalf of said Authorized Minor.

WITNESSES:

SIGNED BY:

Print Name:_____

Date:_____

Sworn t	to and subscribed	before me, NOTAR	RY PUBLIC, in the State	of Louisiana, Parish of	
this	day of	, 20			

Notary Public Name/No.