BID DOCUMENTS
FOR
CS-04-A CAMERON-CREOLE LEVEE LAKESHORE PROTECTION PROJECT
CAMERON PARISH, LOUISIANA

STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION AUTHORITY

December 01, 2015
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ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Coastal Protection and Restoration Authority, 150 Terrace Avenue, 4th Floor Conference Room, Baton Rouge, Louisiana 70802 until 2:00 P.M., Thursday, October 27, 2016.

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-Creole Levee Lakeshore Protection Project Cameron Parish, Louisiana

PROJECT NUMBER: CS-04-A

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

COASTAL PROTECTION AND RESTORATION AUTHORITY (CPRA)
150 Terrace Avenue
Baton Rouge, LA 70804
Attn: Renee McKee
E-mail: cpra.bidding@la.gov    Phone: (225) 342-0811    Fax: (225) 342-4674

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

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

A MANDATORY PRE-BID CONFERENCE WILL BE HELD at 10:00 am on Monday, October 17, 2016 at Cameron Prairie National Wildlife Refuge, 1428 Highway 27, Bell City, LA 70630.

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

A HIGHLY ENCOURAGED JOBSITE VISIT WILL BE HELD at 1:00 pm on Monday, October 17, 2016 at Hebert’s Marina, West Harbor Drive, Lake Charles, LA 70607.

The jobsite visit is not mandatory, but it is highly encouraged for those submitting a bid. The jobsite visit being conducted by CPRA will facilitate access to project features that are located on private property. Outside of the recommended site visit, the Contractor may not have access to the features located on private property. The jobsite visit will be accessible by boat only. Contractors shall be responsible for providing their own airboat and any rental and boat launching fees.

Contact Dion Broussard at (337) 482-0686 if directions are needed to the Mandatory Pre-Bid Conference or the highly encouraged Jobsite Visit.

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

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

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

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

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

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

COMPLETION TIME:
The Bidder shall agree to fully complete the contract within One Hundred Eighty (180) consecutive calendar days for the Base Bid subject to such extensions as may be granted under Section GP-44 of the General Provisions and acknowledges that this construction time will start on or before the date specified in the written “Notice to Proceed” from the Owner.

LIQUIDATED DAMAGES:
The Bidder shall agree to pay as Liquidated Damages the amount of Two Thousand Five Hundred Dollars ($2,500) 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 L.a. 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.

4.1.2.2 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.

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

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

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

4.2 Interpretation or Correction of Bid Documents

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

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

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

4.3 Substitutions

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

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

Prior approval is given contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

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

4.4 Addenda

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

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

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

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

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

ARTICLE 5

BID PROCEDURE
5.1 Form and Style of Bids

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 Bid Security

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

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

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

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

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

5.3 Submission of Bids

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

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

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

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

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

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

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

5.4 Modification or Withdrawal of Bid

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

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

5.4.3 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these
5.4.4 Bid Security shall be in an amount sufficient for the bid as modified or resubmitted.

ARTICLE 6
CONSIDERATION OF BIDS

6.1 Opening of Bids

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

6.2 Rejection of Bids

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

6.3 Acceptance of Bid

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

ARTICLE 7
POST-BID INFORMATION

7.1 Submissions

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

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

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

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

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

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

ARTICLE 8
PERFORMANCE AND PAYMENT BOND

8.1 Bond Required

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

8.2 Time of Delivery and Form of Bond

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

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

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

ARTICLE 9

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 Form to be Used

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

9.2 Award

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

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

9.2.3 When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract between Owner and Contractor is duly execute
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-Creole Levee
Lakeshore Protection Project
Cameron, Louisiana
CS-04-A
(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by Lonnie G. Harper & Associates, Inc. and dated: December 01, 2015

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: ________________________________ .

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 (Additional 994 linear feet of riprap and geotextile reinforcement at Grand Bayou) for the lump sum of:

Dollars ($_________)

Alternate No. 2 (Additional 698 linear feet of riprap and geotextile reinforcement at Peconi Bayou) for the lump sum of:

Dollars ($_________)

Alternate No. 3 (Additional 530 linear feet of riprap and geotextile reinforcement at Mangrove Bayou) for the lump sum of:

Dollars ($_________)

NAME OF BIDDER: __________________________________________

ADDRESS OF BIDDER: ________________________________________

LOUISIANA CONTRACTOR’S LICENSE NUMBER: ________________________________

NAME OF AUTHORIZED SIGNATORY OF BIDDER: ________________________________

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: ________________________________

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: ________________________________

DATE: ______________

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

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(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.
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-Creole Levee  
Lakeshore Protection Project  
Cameron Parish, Louisiana  
CS-04-A  
(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.  

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DESCRIPTION:  ☒ Base Bid or ☐ Alt.# PECONI BAYOU WCS GEOTEXTILE REINFORCEMENT

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-Creole Levee  
Lakeshore Protection Project  
Cameron, Louisiana  
CS-04-A  
(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.

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**DESCRIPTION:** ☑ Base Bid or ☐ Alt.# 1 GRAND BAYOU WCS GEOTEXTILE REINFORCEMENT

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<th>UNIT PRICE</th>
<th>UNIT PRICE EXTENSION (Quantity times Unit Price)</th>
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**DESCRIPTION:** ☑ Base Bid or ☐ Alt.# 2 PECONI BAYOU WCS 55# CLASS RIPRAP

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<th>REF. NO.</th>
<th>QUANTITY</th>
<th>UNIT OF MEASURE</th>
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<th>UNIT PRICE EXTENSION (Quantity times Unit Price)</th>
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<td>15</td>
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**DESCRIPTION:** ☑ Base Bid or ☐ Alt.# 2 PECONI BAYOU WCS GEOTEXTILE REINFORCEMENT

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<th>UNIT PRICE EXTENSION (Quantity times Unit Price)</th>
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<td>16</td>
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**DESCRIPTION:** ☑ Base Bid or ☐ Alt.# 3 MANGROVE BAYOU WCS 55# CLASS RIPRAP

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<th>UNIT OF MEASURE</th>
<th>UNIT PRICE</th>
<th>UNIT PRICE EXTENSION (Quantity times Unit Price)</th>
</tr>
</thead>
</table>

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  
150 Terrace Avenue  
Suite 100  
Baton Rouge, LA 70802  
(Owner to provide name and address of owner)

BID FOR: Cameron-Creole Levee  
Lakeshore Protection Project  
Cameron, Louisiana  
CS-04-A  
(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.

<table>
<thead>
<tr>
<th>REF. NO.</th>
<th>QUANTITY</th>
<th>UNIT OF MEASURE</th>
<th>UNIT PRICE</th>
<th>UNIT PRICE EXTENSION (Quantity times Unit Price)</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>922</td>
<td>SQUARE YARDS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION: This form is to be completed by the Owner.

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

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.
BID BOND
FOR
COASTAL PROTECTION AND RESTORATION AUTHORITY PROJECTS

Date: ______________________

KNOW ALL MEN BY THESE PRESENTS:

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

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater 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: ___________________________________________        BY: _______________________________________
AUTHORIZED OFFICER-OWNER-PARTNER                                              AGENT OR ATTORNEY-IN-FACT(SEAL)
BID BOND
FOR
COASTAL PROTECTION AND RESTORATION AUTHORITY PROJECTS

Date: ________________

KNOW ALL MEN BY THESE PRESENTS:

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

Surety represents that it is listed on the current U. S. Department of the Treasury Financial
Management Service list of approved bonding companies as approved for an amount equal to or greater 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: ____________________________    BY: ____________________________
AUTHORIZED OFFICER-OWNER-PARTNER    AGENT OR ATTORNEY-IN-FACT(SEAL)
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. 14:23)

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

   (a) Theft (R.S. 14:67)  
   (b) Identity Theft (R.S. 14:67.16)  
   (c) Theft of a business record (R.S.14:67.20)  
   (d) False accounting (R.S. 14:70)  
   (e) Issuing worthless checks (R.S. 14:71)  
   (f) Bank fraud (R.S. 14:71.1)  
   (g) Forgery (R.S. 14:72)  
   (h) Contractors; misapplication of payments (R.S. 14:202)  
   (i) 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.
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
CONTRACT BETWEEN OWNER AND CONTRACTOR
AND PERFORMANCE AND PAYMENT BOND

This agreement entered into this _____ day of ______________________, 2016, by
(CONTRACTOR NAME) hereinafter called the "Contractor", whose business address
is ________________, and the State of Louisiana Coastal Protection and Restoration Authority, herein
represented by its Executive Director executing this contract, and hereinafter called the "Owner".

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

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

Project No. _____________
State ID No. ____________  Site Code _________
in strict accordance with Contract Documents prepared by Owner.

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

Time for Completion: The work shall be commenced on a date to be specified in a written order
of the Owner and shall be completed within __180__ consecutive calendar days from and after the said
date.

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of
$2,500.00 per day for each consecutive calendar day which work is not complete beginning with the
first day beyond the completion time.

Compensation to be paid to the Contractor: The Owner will pay and the Contractor will accept in
full consideration for the performance of the contract the sum of ________________ Dollars ($) which
sum represents the Contract Price.
Performance and Payment Bond: To these presents personally came and intervened _______________, herein acting for _______________, a corporation organized and existing under the laws of the State of _______________, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as Surety for the said Contractor, unto the said Owner, up to the sum of ___________ Dollars ($). By issuance of this bond, the surety acknowledges they are in compliance with R.S. 38:2219.

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

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

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

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

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

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

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

PART II.

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

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

For the purposes of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.
That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

________________________________
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS _______ DAY OF ________________, 2016.

________________________________
NOTARY
PART I GENERAL PROVISIONS

GP-1 DEFINITION OF TERMS

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

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

a. **Acceptance:** A written approval from the Engineer which certifies that specific items of work in the Contract have been completed and/or obligations have been fulfilled by the Contractor.

b. **Addenda:** Those written or graphic documents which are issued prior to opening of Bids in accordance with the Bidding Requirements and clarify or change the bidding requirements or the proposed Contract Documents.

c. **Application of Payment:** That form which is used by the Contractor to request partial and final payment and is deemed acceptable to the Owner. It shall be accompanied by any supporting documentation required by the Contract Documents.

d. **A.S.T.M.:** American Society for Testing and Materials.

e. **Bid:** An offer or proposal submitted on the prescribed form setting forth the prices for the Work.

f. **Bidder:** The person, association of persons, firm, or corporation submitting a proposal for the Work.

g. **Bidding Requirements:** The Advertisement for Bids, Instructions to Bidders, Form of Bid Security, if any, and Bid Form with any supplements.

h. **Change Order:** A written order which is submitted to the Contractor, signed by the Owner, and authorizes an addition, deletion, or revision in the Work, or an adjustment in the contract price or the contract time issued after the effective date of the Contract.

i. **Claim:** A written demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both or other relief with respect to the terms of the Contract.

j. **Contract:** The written agreement between the Owner and the Contractor which defines the work to be completed and shall be understood to also include all Contract Documents.
k. **Contract Documents:** The Contract, all addenda which pertains to the Contract Documents, Bid Documents and specified Attachments accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award, Contractor’s Bid when attached as an exhibit to the Agreement, the Bonds (Bid and Performance/Payment), General Provisions, Special Provisions, Technical Specifications, Plans, and all Field or Change Orders issued after the execution of the Agreement. Shop Drawings and other submittals by the Contractor are not Contract Documents.

l. **Contract Price:** The moneys payable by the Owner to the Contractor for the Work in accordance with the Contract Documents as stated in the Contract.

m. **Contract Time:** The number of calendar days specified in the Contract for completion of the Work, together with any extensions authorized through change orders.

n. **Contractor:** The person, association of persons, firm, or corporation entering into the duly awarded Contract.

o. **Contracting Agency:** The State of Louisiana, Coastal Protection and Restoration Authority (CPRA).

p. **Day:** When any period of time is referred to in the Contract Documents using days, it will be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday, or a legal holiday, that day will be omitted from the computation. A calendar day is measured as twenty-four (24) hour period starting at midnight and ending the following midnight.

q. **Design Report:** A written report by the Engineer which provides the design methodology for the Work.

r. **Effective Date of the Contract:** The date indicated in the Contract on which it becomes effective.

s. **Engineer:** The State of Louisiana, Coastal Protection and Restoration Authority, or its designee.

t. **Equipment:** All machinery, implements, and power-tools, in conjunction with the necessary supplies for the operation, upkeep, maintenance, and all other tools and apparatuses necessary for the proper construction and acceptable completion of the Work.

u. **Extension of Contract:** Any extension of time for completion of Work beyond the Contract Time which is granted by the Owner, recommended by the Engineer and approved by the Coastal Protection and Restoration Authority in the form of a Change Order.

v. **Federal Sponsor:** The federal agency which has been tasked, if applicable, to manage the implementation of the project.

w. **Field Order:** A written order issued by the Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.
x. **Laboratory:** The firm, company, or corporation which is used to test materials and is approved for use by the Engineer.

y. **Laws and Regulations; Laws or Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

z. **Materials:** Any substance used in the Work to build structures, but does not include material used in false work or other temporary structures not incorporated in the Work.

aa. **Milestone:** A principal event specified in the Contract Documents relating to an intermediated completion date or time prior to the Contract Times.

bb. **Notice of Award:** A written notice to the successful Bidder stating that the Bid has been accepted by the Owner and that the successful Bidder is required to execute the Contract and furnish the Payment and Performance Bond and Non-Collusion Affidavit.

c. **Notice to Proceed:** The written notice to the Contractor by the Owner which provides the starting date for the Contract Time.

dd. **Owner:** The Owner is the State of Louisiana (State) which acts through the Contracting Agency.

e. **Performance and Payment Bond:** The approved form of security furnished by the Contractor and Surety for the faithful performance of the Work, and the payment for all labor, materials, and/or obligations incurred by the Contractor in the prosecution thereof.

ff. **Plans:** That part of the Contract Documents prepared or approved by the Engineer which graphically shows the scope, intent, and character of the Work to be completed by the Contractor.

gg. **Project Site:** The location where the Work is to be performed as stated in the Contract Documents.

hh. **Resident Project Representative:** An authorized representative of the Engineer who is responsible to inspect the Work and materials furnished by the Contractor.

ii. **Right-of-way:** That entire area reserved for constructing, maintaining, and protecting the proposed improvement, structures, and appurtenances of the Work.

jj. **Samples:** Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portions of the Work will be judged.

kk. **Shop Drawings:** All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work to be performed.
II. **Specifications**: That part of the Contract Documents consisting of written technical
descriptions of materials, equipment, systems, standards, and workmanship as applied
to the work to be performed and certain administrative details applicable thereto.

mm. **State**: The State of Louisiana.

nn. **Structures**: Bridges, plugs, weirs, bulkheads, berms, dams, levees, and other
miscellaneous construction encountered during the Work and not otherwise classified
herein.

oo. **Subcontractor**: Any person, association of persons, firm, or corporation who contracts
with the Contractor to perform any part of the project covered by the Contract.

pp. **Submittals**: Certificates, samples, shop drawings, and all other project data which are
submitted to the Engineer in order to verify that the correct products will be installed
on the project.

qq. **Successful Bidder**: The lowest responsible Bidder whom the Owner makes an award.

rr. **Special Provisions**: That part of the Contract Documents which amends or supplements
these General Provisions.

ss. **Surety**: The corporate body, licensed to do business in Louisiana, bound with and for
the Contractor's primary liability, and engages to be responsible for payment of all
obligations pertaining to acceptable performance of the Work contracted.

tt. **Temporary Structures**: Any non-permanent structure required while engaged in the
prosecution of the Contract.

uu. **Work**: All work specified herein or indicated on the Plans.

vv. **Work Plan**: A written plan by the Contractor that details how the Work will be
provided including layout drawings, projected schedule (Initial Progress Schedule), and
a list of labor hours, materials, and equipment.

**GP-2 BID REQUIREMENTS**

The Contract and Bonds which govern the Work shall be performed in accordance with the
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 Engineering Division of the Coastal Protection and Restoration Authority, 450 Laurel Street, 11th Floor, Baton Rouge, Louisiana 70801.

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

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

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

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

GP-5  PRE-BID CONFERENCE AND SITE VISIT

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

A site visit may also be held at the Project Site as specified in the Advertisement For Bids or at the Pre-Bid conference. If held, bidders will be required to furnish their own transportation to the Project Site. Representatives of the Owner and Engineer will attend the Pre-Bid conference and site visit, if held, to discuss the Work.

All questions shall be in writing and faxed or emailed to the Coastal Protection and Restoration contact person listed in the Advertisement For Bids after the Pre-Bid Conference and by the due date announced at the Pre-Bid conference. In order to ensure adequate response time, all questions and/or requests for clarification or interpretation of the Bid Documents should be received by the Coastal Protection and Restoration Authority at least seven days prior to the date for receipt of bids. Oral statements will not be binding or legally effective. The Coastal Protection and Restoration Authority will issue addenda in response to all questions arising at the Pre-Bid Conference and site visit to all prospective Bidders on record. All prospective Bidders on record may contact the Coastal Protection and Restoration Authority contact person for any additional information.
GP-6  NOTICE OF AWARD

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

GP-7  NOTICE TO PROCEED AND CONTRACT TIME

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

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 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.

<table>
<thead>
<tr>
<th>Monthly Anticipated Adverse Weather Calendar Days</th>
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<tr>
<td>------</td>
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<tr>
<td>5</td>
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The Progress schedule must reflect these anticipated adverse weather delays on all weather dependent activities. Adverse weather days must prevent Work for fifty percent (50%) or more of the work day and delay work critical to the timely completion of the project. The number of actual adverse weather days shall be calculated chronologically from the first to the last day of each month.

The Progress Schedule shall be submitted to the Engineer prior to the Pre-Construction Conference by the date provided in the Special Provisions. The Engineer shall perform a review and have the Contractor make any necessary revisions prior to acceptance of the schedule. Acceptance will not impose responsibility on the Owner or Engineer for the sequencing, scheduling, or progression of the Work. The Contractor is fully responsible for progression of the Work in order to maintain the compliance with the Progress Schedule.
GP-10 DAILY PROGRESS REPORTS

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

a. Date and signature of the author of the report;

b. Dollar amount of all bid items that are fabricated, installed, backfilled, pumped, constructed, damaged, replaced, etc. The amount of material shall be expressed in the units stated in the bid;

c. Field notes of all surveys;

d. Notes on all inspections;

e. Details of Health and Safety meetings;

f. A brief description of any Change Orders, Field Orders, Claims, Clarifications, or Amendments;

g. Condition of all navigation aides (I.E., warning signs, lighted marker buoys) and any repairs performed on them;

h. Weather conditions (adverse weather day, wind speed and direction, temperature, wave height, precipitation, etc.);

i. The amount of time lost to severe weather or personnel injury, etc;

j. Notes regarding compliance with the Progress Schedule;

k. Visitor log (Instructions for format will be furnished by the Field Engineer).

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

GP-11 HURRICANE AND SEVERE STORM PLAN

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

a. What type of actions will be taken before storm strikes at the Project Site. The plan should specify what weather conditions or wave heights will require shutdown of the Work and removal of equipment, personnel, etc.

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

c. Equipment list with details on their ability to handle adverse weather and wave conditions.
d. List of safe harbors or ports and the distance and travel time required to transfer equipment from the Project Site.

e. Hard copies of any written approvals or operations schedules associated with the use of the safe harbors or ports.

f. Method of securing equipment at the safe harbors or ports.

g. List of tug boats and work boats and their respective length, horsepower, etc. which will adequately transfer the equipment to safe harbor or port under adverse weather conditions.

h. Methods which will be used to secure equipment left onsite during adverse weather conditions.

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

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

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

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

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

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

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

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

**GP-13 PROGRESS MEETINGS AND REPORTS**

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

GP-14 PRE-CONSTRUCTION CONFERENCE

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

GP-15 CONTRACT INTENT

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

GP-16 ENGINEER AND AUTHORITY OF ENGINEER

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

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

The Engineer or Resident Project Representative shall keep a daily record of weather and flood conditions and may suspend the Work as deemed necessary due to periods of unsuitable weather, conditions considered unsuitable for execution of the Work, or for any other condition or reason deemed to be in the public interest.
GP-17 CONFORMITY WITH PLANS AND SPECIFICATIONS

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

GP-18 CLARIFICATIONS AND AMENDMENTS TO CONTRACT DOCUMENTS

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

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

a. Any conflict, error, ambiguity, or discrepancy within the Contract Documents; or

b. Any conflict, error, ambiguity, or discrepancy between the Bid Documents and the provision of any Law or Regulation applicable to the performance of the Bid; or

c. Any standard, specification, manual, or code (whether or not specifically incorporated by reference in the Bid Documents); or

d. Instructions by a supplier.

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

GP-19 SUBCONTRACTS

The Contractor shall provide the names of all Subcontractors to the Engineer in writing before awarding any Subcontracts. The Contractor shall be responsible for the coordination of the trades and Subcontractors engaged in the Work. The Contractor is fully responsible to the Owner for the acts and omissions of all the Subcontractors. The Owner and Engineer will not settle any differences between the Contractor and Subcontractors or between Subcontractors. The Contractor shall have appropriate provisions in all Subcontracts to bind Subcontractors to the Contractor by the terms of the General Provisions and other Contract Documents, as applicable to the Work of Subcontractors. The provisions should provide the Contractor the same power regarding termination of Subcontracts that the Owner may exercise over the Contractor under any provisions of the Contract Documents.
GP-20 WORKERS, METHODS, AND EQUIPMENT

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

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

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

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

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

a. It is at least equal in quality, durability, appearance, strength, and design characteristics;

b. There is no increase in any cost including capital, installation, or operating to the Owner;

c. The proposed item will conform substantially, even with deviations, to the detailed requirements of the item named in the Bid Documents.

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

GP-21 ACCIDENT PREVENTION, INVESTIGATIONS, AND REPORTING

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

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

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

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

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

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

It shall be the responsibility of the Contractor to protect the Work, materials, and equipment from damages or delays due to inflows, tidal rise, and storm water runoff which may occur at the Project Site. The Owner shall not be held liable or responsible for these types of delays or damages.
GP-24 LAND RIGHTS

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

GP-25 UTILITIES

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

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

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

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

GP-26 PERMITS

Federal and State permits that are required to perform the Work, such as the Department of the Army Permit, Coastal Use Permit, LDEQ Clean Water Permit, LDWF Fill Material License, and LADOTD highway crossing permit have been secured by the Owner. Permit conditions affecting the construction processes have been included in these Specifications. Copies of these permits will be provided to the Contractor at the pre-construction conference. These permits will not relieve the responsibility of the Contractor from obtaining any additional permits which may be needed to complete the Work. Copies of any special permits that are obtained by the Contractor must be submitted to the Owner. The Contractor shall conform to the requirements therein and display copies of the permits in a public setting at the Project Site at all times.
GP-27 PROJECT SITE CLEAN-UP

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

GP-28 OWNER INSPECTION

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

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

GP-29 DUTIES OF RESIDENT PROJECT REPRESENTATIVE

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

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

GP-30 CONSTRUCTION STAKES, LINES, AND GRADES

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

The Contractor shall be responsible for furnishing and maintaining stakes such that the Work can be verified for acceptance. The Engineer may suspend the Work at any time if it cannot be adequately verified due to the number, quality, or condition of the stakes.
GP-31 CONTRACTOR’S RESPONSIBILITY FOR WORK

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

GP-32 ENVIRONMENTAL PROTECTION

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

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

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

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

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

GP-33 SANITARY PROVISION

The Contractor shall provide and maintain sanitary accommodations for use by all employees and Subcontractors. Facilities shall comply with the requirements of the Louisiana State Board of Health and Hospitals and other authorities having jurisdiction. Committing public nuisance on the Project Site is prohibited.
GP-34 PAYMENT OF TAXES

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

GP-35 RADIO AND TELEPHONES

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

GP-36 NAVIGATION

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

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


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

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

GP-43 ALTERATION OF THE CONTRACT AND COMPENSATION

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

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

a. By application of the unit prices in the Contract to the quantities of the items involved or subsequently agreed upon; or

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

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

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

GP-44 EXTENSION OF CONTRACT TIME

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

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

45.1 TERMINATION FOR CAUSE

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

a. The Work is not begun within the time specified in the Notice to Proceed; or

b. The Work is performed with insufficient workmen, equipment, or materials to assure prompt completion; or

c. The Contractor performs unsuitable, neglected or rejected work, refuses to remove materials; or

d. The Work is discontinued; or

e. The Work is not completed within the Contract Time or time extension; or

f. Work is not resumed within a reasonable time after receiving a notice to continue; or

g. The Contractor becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or

h. The Contractor allows any final judgment to stand unsatisfied for a period of ten (10) days; or

i. The Contractor makes an assignment for the benefit of creditors; or
j. The Work is not performed in an acceptable manner.

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

45.2 TERMINATION FOR CONVENIENCE

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

GP-46 TEMPORARY SUSPENSION OF WORK

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

GP-47 NON-CONFORMING AND UNAUTHORIZED WORK

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

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner after seven (7) calendar days written notice to the Contractor, may correct such deficiencies itself or by use of other contractors without prejudice to any other remedy it may have, and may deduct the cost thereof from the payment then or thereafter due to the Contractor.
GP-48 CONTRACTOR’S RIGHT TO TERMINATE CONTRACT

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

GP-49 BREACH OF CONTRACT

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

GP-50 NO WAIVER OF LEGAL RIGHTS

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

GP-51 LIABILITY FOR DAMAGES AND INJURIES

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

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

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

GP-52 LIABILITY FOR LOSSES BY ACTS OF THE GOVERNMENT

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

GP-53 SUBSTANTIAL COMPLETION

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

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

If the inspection discloses any work as being unsatisfactory or incomplete and such work generates a formal punch list, the Engineer will give the Contractor instructions for correction of same, and the Contractor shall immediately comply with such instructions. Upon satisfactory completion of the corrections, when a “Punch List” is generated, the Engineer shall prepare a “Recommendation of Acceptance” incorporating the punch list and submit to the Owner. Upon approval of the Recommendation of Acceptance, the Owner may issue a Notice of Acceptance of the Contract which shall establish the date of Substantial Completion.

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

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

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

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

GP-54 FINAL INSPECTION AND ACCEPTANCE

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

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

GP-55 AS-BUILT DRAWINGS

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

Part I – General Provisions
CS-04-A Cameron-Creole Levee Lakeshore Protection Project
GP-56 COMPLETION OF CONTRACT

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

GP-57 CONTRACTOR’S GUARANTEE

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

a. The guarantee shall include:

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-58 DISPUTE RESOLUTION

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

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

GP-59 PAYMENT

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

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

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

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

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

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

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

**GP-60 PAYMENTS WITHHELD**

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

a) Defective work not remedied;

b) Claims filed or reasonable evidence indicating probable filing of claims;

c) Failure of the Contractor to make payments properly to subcontractors or for material or labor;

d) Reasonable evidence that the Work will not be completed within the Contract time and that the unpaid balance would not be adequate to cover damages for the anticipated delay;

e) A reasonable doubt that the contract can be completed within the time period remaining under the contract;

f) Damage to another contractor;

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 and as permitted under Section SP-7 of the Special Provisions, from any amounts which may be due and owing the Contractor for work performed under the contract.
GP-61 LIENS

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

GP-62 EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

GP-63 ANTI-KICKBACK CLAUSE

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

GP-64 SUSPENSION/DEBARMENT

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

Contractor agrees to secure from any contractor(s) and subcontractor(s) for the captioned project, certification that such contractor(s) and subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.
Contractor shall provide immediate notice to Owner in the event of it or its contractor(s) or any subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the Federal Government or of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Contract.

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

GP-65 LOUISIANA FIRST HIRING ACT

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

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

END OF PART I - GENERAL PROVISIONS
PART II  SPECIAL PROVISIONS

SP-1  LOCATION OF WORK

The CS-04-A Project is located approximately six miles northeast of the town of Cameron, in Cameron Parish. The project is bounded on the West side by the Eastern shore of Calcasieu Lake, on the North by the Gulf Intracoastal Waterway, and on the East and South by the Sabine National Wildlife Refuge and private landowners. The project is authorized by the Coastal Wetland Planning, Protection, and Restoration Act (CWPPRA). The Natural Resources Conservation Services (NRCS) is the Federal Sponsor, with the Coastal Protection and Restoration Authority of Louisiana (CPRA) as the local sponsor. NRCS and CPRA will review, comment, and provide input into all phases of the process covered by this document, for the CS-04-A Lakeshore Protection project.

The CS-04-A levee system consists of five water control structures and approximately 16.1 miles of earthen levee. All five structures and the earthen levee system are located on the Eastern shore of the Calcasieu Lake. This system controls water levels and water quality within the Cameron-Creole Watershed under the management and control of the Coastal Protection and Restoration Authority of Louisiana. The structures involved are:

- Peconi Bayou Structure, located at the juncture of Peconi Bayou and Calcasieu Lake.
- Mangrove Bayou Structure, located at the juncture of Mangrove Bayou and Calcasieu Lake.
- Grand Bayou Structure, located at the juncture of Grand Bayou and Calcasieu Lake.
- Lambert Bayou Structure, located at the juncture of Lambert Bayou and Calcasieu Lake.
- No Name Bayou Structure, located at the juncture of an un-named Bayou and Calcasieu Lake.

The Peconi and Lambert structures are identical; each containing four lower gates and four upper gates. The Mangrove and No Name structures are identical; each structure contains four gates. The Grand Bayou structure contains five lower gates and one upper gate. The upper gate and one of the lower gates are located at the center of the structure and allow boat passage from Calcasieu Lake to the marsh side of all structures.

This levee system and water control structures received major damage as a result of Hurricanes Rita and Ike. Now that the levee and structures have been restored, portions of the levee adjacent to the said water control structures shall be armored to prevent excessive erosion caused by wave action or flow through the structures.

SP-2  WORK TO BE DONE

The Contractor shall provide all labor, materials, and equipment necessary to perform the Work outlined herein. The CS-04-A Lakeshore Protection Project consists of installing geotextile reinforcement and riprap along the bank line at the three northernmost structures associated with the Cameron-Creole levee system. The Grand Bayou, Mangrove Bayou, and Peconi Bayou structures shall each receive a sufficient amount of riprap to line the banks on the lake side of the levee as shown in the project drawings.
The Contractor shall use only the marine access routes provided within the project drawings. Coordinates of these routes are provided on the drawings and contractor shall contact the Louisiana Department of Wildlife and Fisheries prior to, and have a representative from the Louisiana Department of Wildlife and Fisheries present during the initial navigation of routes to confirm route and oyster reef locations. Flotation channels shall be dredged in accordance with the project drawings and specifications to a maximum bottom width of 50’ with a one on one and one-half (1:1.5) slope with a maximum dredge depth of -4.00’ NAVD 88, to allow for a maximum draft of 3.0 feet. Spoil material shall be placed adjacent to the channel in non-vegetated areas, and replaced to their original location after construction activities are completed.

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

2.1.1 Survey Control: Horizontal and vertical positions depicted in the Project Drawings are referenced to the North American Datum of 1983 (NAD83) and North American Vertical Datum of 1988 (NAVD 88) Geoid 12A, respectively. All surveys performed by the Contractor shall be referenced to the same datums and tied to the survey control monument “CRMSCS-SM-10” and/or “CRMSCS-SM-10A”. Monument data sheets are provided in Appendix D.

2.1.2 Riprap: Riprap shall be placed at the locations shown in the project drawings and to the lines and grade specified. Riprap shall be placed over geotextile reinforcement fabric conforming to the material specifications included herein. All riprap shall conform to the requirements outlined in Part III Technical Specifications, TS-107.

2.1.3 Flotation Dredging: Contractor may dredge along the three (3) work areas shown as flotation channels in the project plans. Dredging outside of these areas is prohibited.

2.1.4 Use of Equipment: The equipment used for the Work shall be operated within the boundaries of the Project Site and away from existing vegetated wetlands, or any other sensitive areas. All work performed under this Contract shall be completed using marine based equipment. No construction equipment shall be permitted on the bank of the levee. Any damaged wetlands directly resulting from the Contractor’s actions and/or inactions shall be restored to pre-existing conditions at no expense to the Owner.

2.1.5 Quality Control, Quality Assurance, and As-Built Drawings: The Contractor shall employ a competent and reliable job site superintendent to oversee the daily construction activities. The Superintendent shall have a minimum of three years’ experience as a superintendent, must be familiar with working in the coastal wetland environment, and possess a thorough understanding of Project Features and Contract requirements. The Superintendent shall have a set of Project Drawings and Specifications on-site at all times. During construction, the Superintendent shall maintain current red line drawings depicting the as-built conditions of the project features. Upon completion of the project, the Superintendent’s red-line drawings shall be relinquished to the Project Engineer.
2.1.6 Special Environmental Permit Requirements: All work shall be completed in accordance with the environmental permit requirement as outlined in SP-12 and Appendix B.

### SP-3 BID ITEMS AND CONTRACT DATES

#### 3.1 Summary of Bid Items:

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<thead>
<tr>
<th>Bid Items</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Mobilization and Demobilization</td>
<td>Lump Sum</td>
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</tr>
<tr>
<td>2) Temporary Sign &amp; Barricades</td>
<td>Lump Sum</td>
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<tr>
<td>3) Grand Bayou Structure 55# Class Riprap</td>
<td>Tons</td>
<td>3,010</td>
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<td>4) Grand Bayou Structure Geotextile Reinforcement</td>
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<td>5) Mangrove Bayou Structure 55# Class Riprap</td>
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<td>6) Mangrove Bayou Structure Geotextile Reinforcement</td>
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<td>7) Peconi Bayou Structure 55# Class Riprap</td>
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<td>8) Peconi Bayou Structure Geotextile Reinforcement</td>
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<td>9) Hazard Lines (Grand Bayou WCS)</td>
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<td>10) Select Fill (Grand Bayou WCS)</td>
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<tr>
<td>11) Construction Surveys</td>
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Additive Alternate No. 1

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<tr>
<th>Bid Items</th>
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</tbody>
</table>

Additive Alternate No. 2

<table>
<thead>
<tr>
<th>Bid Items</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>14) Peconi Bayou Structure 55# Class Riprap</td>
<td>Tons</td>
<td>1,180</td>
</tr>
<tr>
<td>15) Peconi Bayou Structure Geotextile Reinforcement</td>
<td>Square Yards</td>
<td>1,158</td>
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Additive Alternate No. 1

<table>
<thead>
<tr>
<th>Bid Items</th>
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<th>Quantity</th>
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<tr>
<td>16) Mangrove Bayou Structure 55# Class Riprap</td>
<td>Tons</td>
<td>896</td>
</tr>
<tr>
<td>17) Mangrove Bayou Structure Geotextile Reinforcement</td>
<td>Square Yards</td>
<td>922</td>
</tr>
</tbody>
</table>

***The remainder of this page intentionally left blank.
3.2 Contract Dates:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Location or Recipient</th>
<th>Date Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Advertisement</td>
<td>Publications</td>
<td>As advertised</td>
</tr>
<tr>
<td>Pre-bid Conference and Site Visit</td>
<td>Provided in Notice to Bidders</td>
<td>Provided in Advertisement</td>
</tr>
<tr>
<td>Questions on Bid Documents</td>
<td>Deliver to Purchasing</td>
<td>As Stated in the Instructions to Bidders</td>
</tr>
<tr>
<td>Effective Date of Agreement</td>
<td>Contractor and Owner</td>
<td>As stated in Contract Between Owner and Contractor</td>
</tr>
<tr>
<td>Start of Contract Time</td>
<td>Contractor and Owner</td>
<td>As stated in Notice to Proceed</td>
</tr>
<tr>
<td>Work Plan</td>
<td>Submit to Engineer</td>
<td>At least 14 days prior to Pre-Construction Conference</td>
</tr>
<tr>
<td>Progress Schedule</td>
<td>Submit to Engineer</td>
<td>At least 14 days prior to starting construction, monthly thereafter</td>
</tr>
<tr>
<td>Pre-Construction Conference</td>
<td>Contractor and Engineer</td>
<td>As determined by the Engineer after the Notice to Proceed is issued</td>
</tr>
<tr>
<td>Daily Progress Reports</td>
<td>Resident Project Representative</td>
<td>Noon Daily</td>
</tr>
<tr>
<td>Progress Meetings and Reports</td>
<td>At Project Site</td>
<td>Bi-weekly or as determined at Pre-Construction Conference</td>
</tr>
<tr>
<td>Red-Line Drawings</td>
<td>Deliver to Engineer</td>
<td>Prior to Final Inspection as scheduled by the Engineer</td>
</tr>
<tr>
<td>End of Contract Time</td>
<td>At Project Site</td>
<td>180 days after Notice to Proceed</td>
</tr>
</tbody>
</table>

SP-4 DELIVERABLES

4.1 Prior to Construction:

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

4.1.1.1 Work Plan as specified in GP-8;
4.1.1.2 Progress Schedule as specified in GP-9;
4.1.1.3 Copy of typical Daily Progress Report as specified in GP-10;
4.1.1.4 Hurricane and Severe Storm Plan as specified in GP-11;
4.1.1.5 Health and Safety Plan as specified in GP-12.
4.1.1.6 Quality Control Plan as specified in TS 104.
4.1.1.7 Barge Displacement Table as specified in SP-10.
4.1.2 The Contractor shall provide the following information to the Engineer at the Pre-Construction Conference specified in GP-14:

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

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

4.2 During Construction:

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

4.2.2 The results of all surveys and calculations;

4.2.3 Progress Schedule as specified in GP-9;

4.2.4 Daily Progress Report as specified in GP-10;

4.2.5 Copies of all inspection reports;

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

4.2.7 Results of any materials testing.

4.3 Post Construction:

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

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

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

4.4 Administrative Records:

4.4.1 Relocation of Navigational Aids

Temporary removal of any navigation aids located within or near the areas of work shall be coordinated by the Contractor with the U.S. Coast Guard prior to removal. The Contractor shall not otherwise remove, change the location of, obstruct, willfully damage, make fast to, or interfere with any aid to navigation. The Contractor shall notify the Eighth U.S. Coast Guard District, New Orleans, Louisiana, in writing, with a copy of the Owner and Engineer, seven (7) days in advance of the time he plans to dredge or Work adjacent to any aids which require relocation to facilitate the Work. The Contractor shall contact the U.S. Coast Guard for in-
formation concerning the position to which the aids will be relocated.

4.4.2 Notification of Discovery of Historical or Cultural Sites

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

SP-5 ADDRESSES FOR DOCUMENT DELIVERY

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

Coastal Protection and Restoration Authority
150 Terrace Avenue
Baton Rouge, LA 70802
Attn: Renee McKee
Phone: (225)342-0811
Fax: (225)342-4674
Email: cpra.bidding@la.gov

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

Project Engineer CPRA Project Manager
Chris Wheat Dion Broussard
2746 Hwy 384 635 Cajundome Blvd.
Bell City, Louisiana 70630 Lafayette, Louisiana 70506
Tel: (337) 905-1079 Tel: (337) 482-0686
Fax: (337) 905-1076 Fax: (337) 482-0685
Email: chris@harper-group.com dion.broussard@la.gov

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

SP-6 WORK PLAN SUPPLEMENTAL

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

6.1 Notice to mariners of the proposed work;

6.2 Proof of Louisiana One Call;
SP-7  FAILURE TO COMPLETE ON TIME

For each day the Work remains incomplete beyond the Contract Time, as specified in SP-3, or Extension of Contract Time, as specified in GP-44, the sum of two thousand five hundred dollars ($2,500) per calendar day will be deducted from any money due to the Contractor as liquidated damages. The Contractor and Surety shall be liable for any liquidated damages that are in excess of the amount due the Contractor.

SP-8  TRANSPORTATION

The Contractor shall provide a safe and reasonable means of transportation to and from the dock, staging area and Project Site for personnel from CPRA and the Federal Sponsor throughout the Work. The schedule and pickup location shall be arranged by Engineer and the Contractor prior to mobilization. Upon request, overnight room and board shall be provided to these personnel by the Contractor if adequate facilities are available. The Contractor shall provide a boat for the exclusive use of the Engineer and/or Inspector to tour the Project Site during the Work. The boat shall have the following features:

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

The Contractor shall supply the fuel and maintain the boat. All mechanical malfunctions of the boat shall be repaired within twelve (12) hours. In the event that the Contractor refuses, neglects, or delays compliance with the requirements of this provision, the Owner may obtain and use other necessary boats at the expense of the Contractor. The costs associated with providing the boats shall be included in the lump sum price for Bid Item No. 1, “Mobilization and Demobilization”

SP-9  LANDOWNER REQUIREMENTS
9.1 The Contractor shall add the landowner(s) listed herein as additional insured. It is also agreed and understood that the Contractor will at all times indemnify and hold harmless all landowners from and against any and all claims, demands, causes of action, judgements, liabilities, and expense of every nature, including attorney’s fees, by reason of personal injury, death (including but not limited to injuries to and death of employees of the landowners and the Contractor’s employees) or damage to property, (including environmental) which arises out of, results from, or is in any manner related to, directly or indirectly, any operations or acts hereunder, or to the exercise of your rights hereunder, or to your presence upon or use of the landowners’ premises above referred to, or to the use or existence of your facilities on such premises. The indemnity provisions of this paragraph shall not apply if any such injury, death, damage, liability claim, or cause of action is caused by the negligence of the landowners, their employees, agents, or representatives.

LANDOWNER(S)
Miami Corporation, Inc.
Attn: Mr. Chad Courville
309 La Rue France, Suite 201
Lafayette, Louisiana 70508
Tel: (337) 264-1695

SP-10 BARGE DISPLACEMENT TABLE

10.1 The Contractor shall develop a barge displacement table for measurement and payment of rock and include it in the Work Plan. The table shall be approved by the Engineer. It shall show the name and/or number, dimensions, name of owner, and name of fabricator for each barge. The Contractor shall furnish a dimensioned drawing or sketch of each barge that is sufficient enough to verify the barge displacement table. The drawings shall show, at a minimum, the length, width, and depth of the barge, and dimensions of rake(s). All new or modified barges shall be field checked for current dimensions by the Contractor in the presence of the Engineer or the Inspector. Each table shall contain the freeboard of the barge in feet and tenths from zero (0) to the full depth of the barge and the corresponding gross displacement to the nearest ton.

10.2 Each barge shall be suitably marked with two displacement gauging lines along each side of the barge. Each gauging line shall be painted perpendicular to the edge of the barge and be no less than four (4) inches wide and one (1) foot long on both the deck and side of the barge. Barges with rakes shall have the displacement gauging lines placed at each corner of the box section between the rakes. If a barge has a box end or ends, the gauging lines shall be placed approximately four (4) feet from the box end. The freeboard will be measured at the four (4) gauging locations and the displacement determined by the use of the "CELMV Standard Barge Tables" from the average of these measurements. The displacement shall be determined before and after the barge is unloaded and the difference between these values shall be the quantity delivered.
10.3 If the barge tables were originally furnished for fresh water and the barge displacement measurements are being taken in salt water, the Contractor has the option to obtain water samples and determine the densities or unit weights of the water. Water sampling shall be performed concurrently with the measurements of the barges, both when fully loaded and empty. Water samples shall be taken by the Contractor and witnessed by the Engineer, or his representative. The water samples shall be taken in accordance with ASTM D 3370 (practice A-Grade Sample) at depths of four (4) and eight (8) feet in the area where measurements are made using a "Polypro" 2000 ml. water sampler, or approved equal.

10.4 Densities shall be tested by a certified testing laboratory according to ASTM D 1429 (Method D-Hydrometer Method). After review and approval of the test results by the Engineer, the average of the densities will be used to adjust the measurements. A unit weight of 62.45 pounds/cubic foot is standard for fresh water. If the Contractor does not obtain water samples and densities, then no adjustments will be applied to the displacement table and rock quantities.

SP-11 OYSTER LEASE RESTRICTIONS

11.1 There are known existing oyster leases within the Project Site. Contractors shall not damage any existing oyster resources in, or adjacent to, the project site. Prop washing, wheel washing, etc. shall not be permitted. Contractor shall reference the environmental permits and SP-12 for requirements when working near these oyster resources. Any damages sustained to the LDWF oyster cultch plant(s) shall be restored to their pre-project condition at no expense to the Owner.

SP-12 SPECIAL PERMIT CONDITIONS

12.1 The Contractor shall comply with the conditions of the State and Federal environmental permits associated with this project, which have been included in Appendix B. Environmental permits include, but are not limited to, the following conditions.

12.1.1 Contractor shall not discharge any produced waters or human wastes into the waters of the area.

12.1.2 Access route(s) shall be marked for vessels traveling to and from the project site(s) until the project is complete.

12.1.3 Float booms shall be present on-site for containing any spills which may occur.

12.1.4 Contractor shall utilize sediment curtains to fully contain all suspended sediment and protect oyster resources when working within 500 feet of type III water bottom or the LDWF cultch plant.

SP-13 OBSTRUCTION OF CHANNEL

13.1 The Contractor will be required to conduct the work in such a manner as to obstruct navigation and drainage as little as possible, and in case the Contractor’s plant so obstructs the channel as to make it difficult or endanger the passage of vessels, all plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the work, the Contractor shall promptly remove his plant, including ranges, buoys, and other items placed by him under the contract in navigable waters or on shore.
SP-14 OBSTRUCTION OF NAVIGABLE WATERWAYS

14.1 The Contractor shall:

14.1.1 Promptly recover and remove any material, plant, machinery, or appliance that the contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Engineer, may be dangerous to or obstruct navigation or drainage;

14.1.2 Give immediate notice, with description and locations of any such obstructions, to the Engineer;

14.1.3 When required by the Engineer, mark or buoy such obstructions until the same are removed.

14.2 The Engineer may:

14.2.1 Remove the obstructions by contract or otherwise should the Contractor refuse, neglect or delay compliance with the previous paragraph of this clause; and Deduct the cost of removal from any monies due or to become due to the Contractor; or Recover the cost of removal under the Contractor’s bond.

14.2.2 The Contractor’s liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in Sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et. seq.).

SP-15 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

15.1 COMMENCEMENT

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

15.2 PROSECUTION

15.2.1 The contractor’s work shall consist of purchasing, delivery, labor, equipment, and actual placement and installation of all the project features according to the Plans and Specifications.

15.2.2 The Engineer shall lay out the centerline and toe of the levee.

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

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

SP-16 PIPELINES

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

16.2 A plat will be provided to all contractors showing the approximate locations of known pipelines within close proximity to this project. Any pipelines located in the vicinity of the work area(s) shall be physically located and marked in the field by the Contractor.

SP-17 RESPONSIBILITIES OF THE CONTRACTOR CONCERNING PIPELINES

17.1 Contractor is responsible for any environmental cleanup, repair, mitigation, damages, etc. associated with construction-related damages to wellheads, flow lines, pipelines, or other facilities.

17.2 Contractor is responsible for repair or replacement in like manner of any facilities that may be damaged or destroyed during the construction of the structures and/or appurtenances installed as part of the project.

17.3 Contractor is also responsible for the loss of income by the owner of any wellhead, flow line, pipeline, or other facility due to construction-related damages to wellheads, flow lines, pipelines, or other facilities.

17.4 In some cases, it could be necessary for the pipeline owners to shut down flow lines from active production sites before the contractor can work around such lines, if existing.

17.5 The Contractor shall be aware of the potential for such suspensions in construction activities to assure the safety of all concerned parties. As such, the project engineer has the right to place the contractor on suspend order until such shutdowns and depressurizing of lines is accomplished. The contractor shall keep accurate records of such downtime and coordinate all construction activities with pipeline owners to minimize such downtime. The contractor shall immediately inform the project engineer any time that shut downs are perceived to be excessive because of the actions of the pipeline companies.

17.6 Except where specifically noted elsewhere, there is to be no excavation or placement of any construction materials within 25 feet of any flow line, 50 feet of any pipeline, or within 50 feet of any wellhead.
RESPONSIBILITIES OF THE CONTRACTOR

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

18.2 The contractor shall repair or replace, in like manner, any fences, roads, bridges, launches, trails, waterways, and other facilities which may be damaged or destroyed during construction.

18.3 All tools, equipment, and other property (excluding project features) taken upon or placed upon the land or water bottoms by the contractor shall remain the property of the contractor. All such tools, equipment, and other property shall be removed by the contractor within thirty (30) days after completion of the work.

18.4 In the event of surface alterations resulting from activities of the contractor, beyond those alterations absolutely necessary for accessing the sites and conducting project activities, the contractor is responsible for restoring the site, to the greatest extent practicable to conditions existing at commencement of contractor activities, or the contractor or its insurance carrier will be responsible for the cost of such restoration. The contractor shall be responsible for removing all litter from the project sites upon completion of authorized work.

18.5 Access to platforms and well sites by pipeline companies shall not be hindered by the contractor, his employees, or equipment.

18.6 Airboats and small outboards shall be used whenever practical to reduce the usage of marsh buggies. Established trails and access canals shall be utilized whenever possible. Marsh buggy use shall be limited to the construction limits of the project.

18.7 The contractor shall include the State of Louisiana as an additional insured party on any and all pertinent liability insurance policies maintained by the contractor during the construction of the project.

BUY AMERICAN ACT REQUIREMENTS

19.1 Pursuant to Section 307(b) of the Department of the Interior (DOI) and Related Agencies Appropriations Act, F.Y. 2000, Public Law 106-113, please be advised on the following:

19.1.1 In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in F.Y. 2000 and thereafter, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-Made equipment and products.

TIDAL FLUCTUATIONS

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

SP-21 INSURANCE AND BONDS

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

21.2 Minimum Scope and Limits of Insurance

21.2.1 Worker’s Compensation:

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

21.2.2 Commercial General Liability:

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

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

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

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

<table>
<thead>
<tr>
<th>Initial Contract Amount</th>
<th>Minimum Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to $1,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>From $1,000,000 to $2,000,000</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Over $2,000,000</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>
21.2.3 **Automobile & Watercraft Liability Insurance:**

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

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

21.2.4 **Excess Umbrella:**

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

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

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

21.2.6 **Deductible and Self-Insured Retentions**

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

21.3 **Other Insurance Provisions**

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

21.3.1.1 **Worker’s Compensation and Employers Liability Coverage**

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

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

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

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

21.3.1.3 **All Coverages**

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

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

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

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

21.4 **Acceptability of Insurers**

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

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

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

The Certificate Holder must be listed as follows:
State of Louisiana
Name of Owner
Owner Address
City, State, Address
Attn: Project # ________________________________

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

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

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

21.6 Subcontractors

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

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

21.7 Worker’s Compensation Indemnity

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

21.8 **Indemnification/Hold Harmless Agreement**

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

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

21.9 **Performance and Payment Bond**

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

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

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

SP-22 **THREATENED AND ENDANGERED SPECIES**

22.1 The endangered Bald Eagles and West Indian Manatee are the only endangered species that may be found with the project area. The Contractor shall review and comply with the restrictions listed below regarding construction activities.

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

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

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

22.3.1 No operations of moving equipment within fifty (50) feet of a manatee;

22.3.2 All vessels shall operate at a no wake/idle speed within one hundred (100) yards of the work area; and

22.3.3 Siltation barriers, if used, shall be re-secured and monitored.

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

SP-23 DAVIS-BACON ACT

23.1 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 character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of Title 40 United States Code. Additionally, with respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 31454 of Title 40 (40 U.S.C. §3145). Refer to Appendix E for Davis-Bacon wage requirements.

SP-24 EMPLOYEE WHISTLEBLOWER PROTECTION

24.1 This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by Section 828 on the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (F.A.R.) 3.908.

24.2 The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the F.A.R.

24.3 The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold.

END PART II – SPECIAL PROVISIONS
PART III    TECHNICAL SPECIFICATIONS

TS – 101  MOBILIZATION AND DEMOBILIZATION

101.1  Scope

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

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

101.2  Arbitrary Mobilization by Contractor

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

101.3  Ratio of Mobilization and Demobilization Effort

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

101.4  Justification of Mobilization Costs

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

101.5  Measurement and Payment

All costs associated with mobilization and demobilization as specified in the Contract Documents shall be paid for at the contract lump sum price for Bid Item 1, “Mobilization and Demobilization” of the Louisiana Uniform Public Work Bid Form.
TS – 102 APPLICABLE STANDARDS

102.1 Description

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

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

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

102.2 Quality Assurance

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

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

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


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


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

There shall be no direct payment for Applicable Standards.
TS – 103 TEMPORARY SIGNS AND BARRICADES

103.1 Scope

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

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

All work performed under this contract shall be done within or adjacent to a navigable waterway. Contractor shall provide any additional signage required by the U.S. Coast Guard and/or U.S. Army Corp of Engineers to properly secure the work site.

103.2 Measurement and Payment

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

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

104.2 Equipment and Materials

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

104.3 Quality Control System

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

104.4 Quality Control Personnel

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

104.4.1 Method I (NOT APPLICABLE)

104.4.2 Method 2

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

104.5 Records

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

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

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

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

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

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

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

104.6 Reporting Results

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

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

104.8 Payment

There shall be no direct payment for Quality Control.
TS – 105  POLLUTION CONTROL

105.1 Construction Specification

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

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

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

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

105.2 Erosion and Sediment Control Measures and Works

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

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

Conduct operations in such a way to cause the least amount of turbidity and sediment dispersion into adjacent waters. Sediment curtains shall be required as stipulated by SP-12 and Appendix B. Size, type, and locations shall be determined by the Contractor to insure no impacts to the oyster resources in the area.

105.3 Chemical Pollution

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

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

Soils contaminated with petroleum products will be removed from the site and disposed of in accordance with Federal, State, and Local regulations.
All onsite vehicles and equipment shall be monitored for leaks and receive regular preventive maintenance to reduce the chance for leakage. Leaks shall be repaired as soon as they are identified. Contractor will be responsible for proper disposal and cleanup of all leakage.

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

105.4 Air Pollution

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

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

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

105.5 Payment

There shall be no direct payment for Pollution Control.
TS – 106  GEOTEXTILE FILTER CLOTH

106.1 Scope

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

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

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

106.2 Requirements

Plastic filter cloth shall conform to the following requirements:

<table>
<thead>
<tr>
<th>Property</th>
<th>Requirements</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thickness</td>
<td>20 – 30 mils</td>
<td></td>
</tr>
<tr>
<td>Weight</td>
<td>5 – 10 oz/yd²</td>
<td>ASTM D1910</td>
</tr>
<tr>
<td>Open Area</td>
<td>20 – 30%</td>
<td></td>
</tr>
<tr>
<td>Equivalent Opening Size (US Sieve)</td>
<td>45 - 35</td>
<td></td>
</tr>
<tr>
<td>Tensile Strength</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warp</td>
<td>200 lbs/in</td>
<td>ASTM D1682</td>
</tr>
<tr>
<td>Fill</td>
<td>200 lbs/in</td>
<td>ASTM D1682</td>
</tr>
<tr>
<td>Burst Strength</td>
<td>500 psi</td>
<td></td>
</tr>
<tr>
<td>Abrasion Resistance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stoll (2# head, 3 psi air, 0 grit)</td>
<td>9000 cycles to failure</td>
<td>ASTM D1175</td>
</tr>
<tr>
<td>Taber (CS-17 abrasive wheels,</td>
<td>4500 cycles to failure</td>
<td>ASTM D1175</td>
</tr>
<tr>
<td>1000 grams load per wheel)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

The geotextile filter cloth shall be installed by “tackling down” the cloth using randomly placed stones to ensure that the cloth does not shift out of position during backfill operations. Laps in joining pieces of material shall be a minimum of 2 feet in width. The square yardage of geotextile cloth in the Structure Material List within the Plans does not make an allowance for these overlaps.

106.4 Permeability and Filtration

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

106.5 Payment

Payment will be made at the contract price per square yard for Bid Items 4, 6, and 8 and at the lump sum contract price for Alternate Bid Items 1, 2, and 3 of the Louisiana Uniform Public Work Bid Form.
TS – 107 RIPRAP

107.1 Scope

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

107.2 Quality

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

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

Absorption: not more than 2 percent

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

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

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

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

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

107.3 Grading

The rock shall conform to the specified grading limits after it has been placed in the riprap.
### 107.4 Equipment-Placed Riprap

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

Riprap shall be placed in a manner to prevent damage to surrounding property and adjacent structures. Riprap shall not be dropped but carefully placed. Hand placing may be required to the extent necessary to prevent damage to the adjacent structures nearby.

### 107.5 Measurement and Payment

For items of work for which specific unit prices are established in the contract, the volume of riprap will be measured within the specified limits and computed to the nearest ton based on the water displacement method at the point of delivery by marine vessels at each structure site.

Payment for riprap will be made at the contract price per ton for Bid Items 3, 5, and 7 and at the lump sum contract price for Alternate Bid Items 1, 2, and 3 of the Louisiana Uniform Public Work Bid Form.

### Table: Riprap Classification

<table>
<thead>
<tr>
<th>Riprap Classification</th>
<th>Stone Size, LB</th>
<th>Spherical Diameter, FT²</th>
<th>Percent of Stone Small Than</th>
</tr>
</thead>
<tbody>
<tr>
<td>55 LB DOTD Spec.</td>
<td>275</td>
<td>1.50</td>
<td>100</td>
</tr>
<tr>
<td></td>
<td>110</td>
<td>1.11</td>
<td>42-100</td>
</tr>
<tr>
<td></td>
<td>55</td>
<td>0.88</td>
<td>15-50</td>
</tr>
<tr>
<td></td>
<td>20</td>
<td>0.63</td>
<td>0-15</td>
</tr>
</tbody>
</table>
TS – 108  HAZARD LINE

108.1  Scope

This item consists of furnishing and installing the hazard lines on the east side of the Grand Bayou water control structure, complete with all buoys, concrete anchors, and mounting hardware. Cables shall be a 3/8” diameter 7 x 19 vinyl coated stainless steel wire rope with a 12,000 pound breaking strength. All cable clamps, bolts, washers, nuts, etc. shall be galvanized carbon steel. Concrete anchors shall be made of standard 3,000 psi concrete conforming to the La DOTD Standard Specifications for Roads and Bridges. Concrete anchors shall be cast off-site and then placed using appropriate equipment.

108.2  Protection of Work

The Contractor shall take every precaution to preserve the integrity of the Cameron-Creole Levee and adjacent vegetated wetlands. Contractor shall use timber mats to gain access to and across the levee. Traversing the levee without timber mats is prohibited. Once the hazard lines are installed, the Contractor shall remove all timber mats and restore the work areas to their pre-project condition. Any damage to the levee or adjacent wetlands resulting from the Contractor’s actions and/or in-actions shall be repaired at no additional expense to the State.

108.3  Measurement and Payment

All costs associated with the Hazard Lines shall be paid for at the contract lump sum price for Bid Item 9, ”Hazard Lines” of the Louisiana Uniform Public Work Bid Form.
TS – 109  SELECT FILL

109.1 Scope

Fill material shall be a mixture of sandy clay, with a plasticity index of 12 to 22 and a liquid limit of 30 to 42, as available in the vicinity of the project. Fill material shall be stockpiled and allowed to drain thoroughly prior to hauling to job site. All material shall be free from concentrations of lumps of mud and clay.

Prior to the placement of fill, the contractor shall be required to grub the site and remove surface vegetation. Fill material shall be placed in lifts not to exceed 8” loose and 6” compacted.

Hand tampering shall be used in the compaction of fill adjacent to the structure. These hand tampers shall be of the power driven, hand operated type. Select fill shall be compacted to 90% standard proctor.

109.2 Testing

Contractor shall obtain an independent, third party certified testing facility in order to verify that all materials meet or exceed specified soil properties. Six (6) copies of testing reports shall be provided to project engineer, prior to placement of any materials on compacted fill materials.

109.2 Measurement and Payment

All costs associated with the Select Fill shall be paid for at the contract price per cubic yard for Bid Item 10,”Select Fill” of the Louisiana Uniform Public Work Bid Form.
TS – 110 CONSTRUCTION SURVEYS

110.1 Scope

The Contractor shall furnish all of the materials, labor, and equipment necessary to complete all construction surveys specified herein. All surveys shall be performed by, or under the direct supervision of, a professional land surveyor licensed in the State of Louisiana. The Contractor shall submit a survey plan to the Engineer for review a minimum of two weeks prior to completing any field work. Survey plan should include the contact information for the surveyor, work schedule, equipment used, calibration procedures, quality control measures, etc. All surveys shall be referenced to the North American Datum of 1983 (NAD 83), Lambert Coordinates Louisiana South Zone - 1702, and the North American Vertical Datum of 1988 (NAVD 88), Geoid 12A.

Contractor shall stake and maintain the access route centerline(s) as depicted in the project drawings. Staking intervals shall not exceed 500 feet and stakes shall be flagged to alert marine vessels of their presence. Upon completion of the Work, all survey stakes shall be removed from the project site. Contractor shall also stake the limits of the riprap and geotextile to be installed under this Contract. Staking of each end station is all that is required. Final as-built surveys shall also be completed depicting the limits of all riprap installed under this contract. Data collection shall include taking cross-sections at a maximum interval of 50 feet, with a shot spacing of 5 feet (maximum) along each cross-section.

110.2 Temporary Bench Marks (TBM)

Each work area shall have at least one TBM to be utilized during construction. Two permanent control monuments (CRMSCS-SM-10 and CRMSCS-SM-10A) are located near the project sites and should be used by the Contractor to establish all TBMs, lines, and grades associated with the Work. Current data sheets for each control monument have been provided in Appendix D.

110.3 Deliverables

Contractor shall provide a digital copy of all data collected in a comma delimited ASC II format (point number, northing, easting, elevation, and description) to the Engineer upon completion of the Work. Data shall be accompanied by a copy of all field notes associated with the project. All data shall be properly described such that the data can be used to develop as-built drawings of the work completed. Data shall be accompanied by a letter from the surveyor certifying that it meets the standards of the industry and the requirements listed herein. Letter shall be stamped, signed, and dated by the supervising professional surveyor.

110.4 Measurement and Payment

Payment for the Construction Surveys shall be due once all deliverables specified in 110.3 have been received by the Engineer/Owner. All costs associated with Construction Surveys shall be paid for at the contract lump sum price for Bid Item 11, “Construction Surveys” of the Louisiana Uniform Public Work Bid Form.
APPENDIX A: STANDARD FORMS
CHANGE ORDER FORM
CHANGE ORDER NO.

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

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

Description:

Attachments (list documents supporting change):

•

<table>
<thead>
<tr>
<th>Change in Contract Price</th>
<th>Change in Contract Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Price</td>
<td>Original Contract Time (calendar days)</td>
</tr>
<tr>
<td>Net Increase (Decrease) from previous</td>
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RECOMMENDED: 
By: CPRA Design Engineer
Date: 

RECOMMENDED: 
By: CPRA Construction Manager
Date: 

ACCEPTED: 
By: Contractor
Date: 

Part III – Technical Specifications
CS-04-A Cameron-Creole Levee Lakeshore Protection Project
December 2015
Subject: MVN 2014-2073 WB

Coastal Protection and Restoration Authority of Louisiana
635 Cajundome Blvd.
Lafayette, Louisiana 70504

Gentlemen:

The proposed work to install and maintain fill for bankline stabilization along the Calcasieu Lake located in Cameron Parish, Louisiana, as shown on the enclosed drawings, is authorized under Category II of the Programmatic General Permit, provided that all conditions of the permit are met. The Standard West Manatee Conditions for In-Water Activities are made part of this authorization.

Prior to commencing work on your project, you must obtain approvals from state and local agencies as required by law and by 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 and a water quality certification from the Louisiana Department of Environmental Quality.

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 call Darlene Herman of this office at (504) 862-2287.

Sincerely,

[Signature]

Martin S. Mayer
Chief, Regulatory Branch

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

CAMERON PARISH, LOUISIANA
SECTIONS 13, 25, & 36 T.13S., R.9W
SECTIONS 1 & 12 T.14S., R9W.

TYPICAL RIPRAPH SECTION

TYPICAL FLOTATION ACCESS CHANNEL SECTION

GENERAL NOTES:

1. The project consists of installing approximately 31,000 tons of riprap along the Calcasieu Lake shoreline near the existing water control structures as shown in these drawings.

2. The access route provided was established by LDWF and CPA during the construction of the Camerons-Creole Levee, and should not impact any existing oyster reefs. Water depths along the access route will provide adequate water depths to transport material across the lake without impact the water bottom. Estimated volume of material to be excavated for flotation channels is 7,200 cubic yards.

3. Wheel washing / prop washings shall not be permitted. Contractor shall use shallow draft barges (3 feet or less) to transport all material.

4. Flotation channels may be required in some areas to provide suitable workspace for installing the riprap. Material excavated for the construction of the flotation channels shall be stockpiled on the lake side of the channel, then replaced to its original location after construction is complete. Spoil material associated with the areas leading to the existing structures shown shall be transported to an offsite disposal area. Disposal site must comply with all local, state, and federal laws and regulations.

5. No land based equipment will be allowed for the completion of any work associated with this project. All access shall be by the marine access route provided herein.

6. In order to insure the safety of all parties involved, the permittee or its agents will contact the Louisiana Dottie System (1-800-273-3829) a minimum of two (2) days prior to the commencement of any activity.

PREPARED BY:
LONNIE G. HARPER & ASSOCIATES, INC.
3714 H.D.V. Loop, Lake Charles, Louisiana 70605
Phone: (337) 969-1919
Fax: (337) 969-1878

CS04-A CAMERON-CREOLE
LEVEE: LAKESHORE PROTECTION
CALCASIEU LAKE
CAMERON PARISH, LA

APPLICATION BY:
COASTAL PROTECTION AND RESTORATION AUTHORITY OF LOUISIANA

PROJECT NO. 07/30/2014

TYP. SECTION & NOTES

AS
NOTE

SCALE
IN FEET

DRAWN BY: C.L.Y. 07/30/2014
NOTE: THESE DRAWINGS ARE TO BE USED EXCLUSIVELY FOR ACQUISITION OF REGULATORY PERMITS.

CAMERON PARISH, LOUISIANA
SECTIONS 13, 25, & 36 T.13S., R.9W
SECTIONS 1 & 12 T.14S., R.9W.

ELEVATION NAVD 88

ACCESS ROUTE NO. 3
PROFILE VIEW

CS04-A CAMERON-CREOLE
LEVEE: LAKESHORE PROTECTION
CALCASIEU LAKE
CAMERON PARISH, LA

PREPARED BY:

LONNIE G. HARPER
& ASSOCIATES, INC.
2744 AVENUE H SHREVEPORT, L.0.4343
PHONE: (318) 655-1478
FAX: (318) 655-1478

APPLICATION BY:

COASTAL PROTECTION AND RESTORATION AUTHORITY OF LOUISIANA
07/14/2014

DRAWN BY:

PROJECT NO.

07/30/2014
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 CEMVN-PGP authorization will be revoked if it is determined that cultural resources would be adversely affected, and an individual permit may be necessary.

3. The Chitimacha Tribe of Louisiana has stated that the project area is part of the aboriginal Chitimacha homelands. If during the course of work at the site, prehistoric and/or historic aboriginal cultural materials are discovered, the permittee will contact the Chitimacha Tribe of Louisiana at P.O. Box 661, Charenton, LA 70523, and CEMVN. CEMVN will initiate the required Federal, State, and Tribal coordination to determine the significance of the cultural materials and the need, if applicable, for additional cultural resource investigations.

4. 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.

5. 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.

6. If the proposed 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 Springs, Maryland 20910-3282.

7. 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 Springs, Maryland 20910-3282. The plans must include the location, configuration and actual burial depth of the completed pipeline project.
8. If the proposed project, or future maintenance work, involves the use of floating construction equipment (barge mounted cranes, barge mounted pile driving equipment, floating dredge equipment, dredge discharge pipelines, etc.), in the waterway, you are advised to notify the 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.

9. 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.

10. Substantive changes to the Louisiana Coastal Resources Program may require immediate suspension and revocation of this permit in accordance with 33 CFR 325.7.

11. 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.

12. 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.

13. The Corps of Engineers may suspend, modify, or revoke this general permit if it is found in the public interest to do so.

14. 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 CEMVN-PGP.

15. 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.

16. 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.

17. 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.

18. 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 sanitary before construction.

19. Any modification, suspension, or revocation of CEMVN-PGP, or any individual authorization granted under this permit, will not be the basis for any claim for damages against the United States.
20. 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 CEMVN-PGP may include special conditions deemed necessary to ensure minimal impact and compliance with CEMVN-PGP.

21. CEMVN-PGP is subject to periodic formal review by CEMVN 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.

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

23. 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.

24. 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 26 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.

25. 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.

26. 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.

27. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.

28. 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.

29. 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.
Pursuant to the Louisiana Administrative Code, Title 43, §723.E, you are hereby notified that the referenced activity is authorized by Coastal Use Permit(s) GP - 17. As stated in condition 10.I.D. of GP - 17, Office of Coastal Management may issue approval under the authority of this General Permit with additional Operating Conditions. This amended authorization is valid, therefore, only if the permittee adheres to the following condition(s):

a. Oyster Seed Grounds:
   1. Applicant shall not discharge any drilling and/or workover effluent except for flocculated filtered water into the waters in the areas of the proposed activity. Discharge rate of water shall not exceed the rate of filtering.
   2. Applicant shall not discharge any produced waters into the waters in the areas of proposed activity.
   3. Applicant, Applicant's contractors and sub-contractors shall not discharge any human waste from any vessel that does not meet or exceed the requirements of the Department of Health and Hospitals.
   4. If access route traverses a currently productive public oyster area, the Applicant shall secure approval of the access route from LDWF and shall ingress and egress to the project location only along the approved route.
   5. Applicant shall establish and maintain, until the project is complete, along the access route appropriate access route markings for vessels traveling to and from the project location. These markings may be subject to applicable local, state, and federal navigation requirements. These markings shall be sufficient to be used during day and night operations as well as in any climatic and sea condition which may occur during permitted activities.
   6. Applicant shall provide legal representation and indemnification to LDWF for any and all lawsuits and legal claims that may be filed or made against LDWF as a result of the activities by Applicant.

This amended determination supersedes the original determination issued on January 12, 2015.
7. This permit specifically does not authorize prop washing, wheel washing, dredging, or jetting beyond what is shown in the application and drawings. Any changes or variances in the location, access route, volume of material moved and/or magnitude of the area of impact shall require formal application to, and prior written authorization from, the Department of Natural Resources (DNR). The decision by DNR whether to authorize those changes will require consultation by DNR with LDWF in strict adherence to all applicable provisions of the February 3, 2005 Memorandum of Agreement between those two agencies.
8. Applicant shall have at the project location float booms for containing any spills.
9. At the discretion of the Secretary or Deputy Assistant Secretary of the Louisiana Department of Wildlife and Fisheries, any activities may be suspended until more favorable conditions prevail. Activities may be suspended due to (but not limited to) periods of unusually low tides, dangerous weather (i.e. hurricanes), area closures to traffic, unforeseeable environmental disasters (i.e. oil spills, fish kills, etc.), or documented permit violations.
10. Applicant shall provide a letter of completion and as-built drawings of the completed project to the Department no later than 60 days following completion of the permitted activity.
11. At the discretion of LDWF, a post-project bottom contour and side-scan survey may be required along any access routes and within the project area. The results of these surveys will be made available to the Department, upon request.
12. Applicant shall remove or spread any dredged material which is greater than 0.5 feet above original water bottom contours unless otherwise specified in the coastal use permit.
13. All vessels utilized under this permit shall be of such size and loaded in such a manner as to not impact the water bottoms over which they pass.
14. Any vessel, barge, or other watercraft using the access route through the Public Oyster Seed Grounds in relation to this permit cannot exceed a maximum draft of 6 feet while under power. Applicant shall send copies of all vessel specifications, including pictures of each vessel, to Christy McDonough at cmcdonough@wlf.la.gov prior to moving vessels through the seed grounds.
15. Due to shallow water depths in the work areas and along the access routes, movement of heavy equipment (i.e. rigs, tugs, barges, etc.) within the public oyster seed grounds is only authorized during high tide.

b. 16. Applicant shall notify Christy McDonough at cmcdonough@wlf.la.gov at least 5 days prior to moving heavy equipment (i.e. rigs, tugs, barges, etc.) through the public oyster seed grounds.
17. Applicant shall utilize sediment curtains to fully contain all suspended sediment and protect oyster resources when working within 500 feet of type III water bottom or the LDWF cultch plant area.
18. Applicant shall provide a third-party monitor that is to be present during all equipment movement and other work related to any permitted activities. The third-party monitor shall submit a weekly report to LDWF on all project-related activities that occur in the oyster seed grounds. Please contact Christy McDonough at (225) 765-2386 for further information.

c. All debris generated by permitted activities is to be hauled off-site and disposed of at a State approved facility.

d. Dredged material shall be marked in accordance with USCG regulations for marking temporary dredged material mounds.

e. The water bottom shall not be disturbed during access to the proposed work location, other than that authorized and shown on the attached project plats, whether it be by dredging, wheel washing, propwashing, jetting, mucking, plowing, bull dozing or any other means of moving bottom material. Powered vessels shall be operated so as not to disturb the water bottom by propeller or jet action.

This amended determination is valid for two (2) years from the date of the signature of the Secretary or his
I affix my signature and issue this amended determination this 29th day of January, 2015.

DEPARTMENT OF NATURAL RESOURCES

Karl L. Morgan, Administrator
Office of Coastal Management

This agreement becomes binding when signed by the Administrator of the Office of Coastal Management Permits/Mitigation Division, Department of Natural Resources.

Attachments
Final Plats:

1) P20141138 Final Plats 09/12/2014

cc: Martin Mayer, COE w/attachments
    Dave Butler, LDWF w/attachments
    Lynn Hohensee, WCalcP w/attachments
    Ernest Broussard, WCamPC w/attachments
    Channing Hayden, Jr., PortLC w/attachments
    Stephen Broussard, LED w/attachments
    Clair Hebert, Other w/attachments
    Jessica Diez, OCM w/attachments
    Kaili Mills, OCM/FI w/attachments
    Cameron Parish w/attachments

COASTAL PROTECTION AND RESTORATION AUTHORITY OF LOUISIANA w/attachments
In accordance with the rules and regulations of the Louisiana Coastal Resources Program and Louisiana R.S. 49, Sections 214.21 to 214.41, the State and Local Coastal Resources Management Act of 1978, as amended, the permittee agrees to:

1. Carry out, perform, operate and maintain the use in accordance with the permit conditions, plans and specifications approved by the Department of Natural Resources. Please be advised that a separate Coastal Use Permit (CUP) may be required for maintenance activities.
2. Comply with any permit conditions imposed by the Department of Natural Resources.
3. Adjust, alter, or remove any structure or other physical evidence of the permitted use if, in the opinion of the Department of Natural Resources, it proves to be beyond the scope of the use as approved, or is abandoned.
4. Provide, if required by the Department of Natural Resources, an acceptable surety bond in an appropriate amount to ensure adjustment, alteration, or removal should the Department of Natural Resources determine it necessary.
5. Hold and save the State of Louisiana, the local government, the department, and their officers and employees harmless from any damage to persons or property which might result from the use, including the work, activity, or structure permitted.
6. Certify that the use has been completed in an acceptable and satisfactory manner and in accordance with the plans and specifications approved by the Department of Natural Resources. The Department of Natural Resources may, when appropriate, require such certification to be given by a registered professional engineer.
7. All terms of the permit shall be subject to all applicable federal and state laws and regulations.
8. This permit, or a copy thereof, shall be available for inspection at the site of work at all times during operations.
9. The permittee shall notify the Office of Coastal Management (OCM) of the date on which initiation of the permitted activity described under the "Coastal Use Description" began. The applicant shall notify the OCM by mailing the enclosed green initiation card on the date of initiation of the coastal use.
10. The following special conditions must also be met in order for the use to meet the guidelines of the Louisiana Coastal Resources Program:

GP-17 Conditions

In accordance with the rules and regulations of the Louisiana Coastal Resources Program and Louisiana R.S. 49, Sections 214.21 to 214.41, the State and Local Coastal Resources Management Act of 1978, as amended, the permittee agrees to:

1. Carry out, perform, operate and maintain the use in accordance with the permit conditions, plans and specifications approved by the Department of Natural Resources. Please be advised that a separate Coastal Use Permit (CUP) may be required for maintenance activities.
2. Comply with any permit conditions imposed by the Department of Natural Resources.
3. Adjust, alter, or remove any structure or other physical evidence of the permitted use if, in the opinion of the Department of Natural Resources, it proves to be beyond the scope of the use as approved, or is abandoned.
4. Provide, if required by the Department of Natural Resources, an acceptable surety bond in an appropriate amount to ensure adjustment, alteration, or removal should the Department of Natural Resources determine it necessary.
5. Hold and save the State of Louisiana, the local government, the department, and their officers and employees harmless from any damage to persons or property which might result from the use, including the work, activity, or structure permitted.
6. Certify that the use has been completed in an acceptable and satisfactory manner and in accordance with the plans and specifications approved by the Department of Natural Resources. The Department of Natural Resources may, when appropriate, require such certification to be given by a registered professional engineer.
7. All terms of the permit shall be subject to all applicable federal and state laws and regulations.
8. This permit, or a copy thereof, shall be available for inspection at the site of work at all times during operations.
9. The permittee shall notify the Office of Coastal Management (OCM) of the date on which initiation of the permitted activity described under the "Coastal Use Description" began. The applicant shall notify the OCM by mailing the enclosed green initiation card on the date of initiation of the coastal use.
10. The following special conditions must also be met in order for the use to meet the guidelines of the Louisiana Coastal Resources Program:
I. General Conditions

A. The Secretary of DNR has determined that full individual permit processing by OCM is in the public interest in order to determine whether proposed activities qualify for authorization under the authority of this Revised General Permit. This full individual permit processing will consist of review by the staff of OCM of each authorization request. Therefore, pursuant to the Rules and Procedures for Coastal Use Permits, Title 43, Subpart 723.C.3.a, of the Louisiana Code of Administrative Procedure, an application fee will be assessed for activities proposed for authorization under the authority of this Revised General Permit. If appropriate, permit processing fees and appropriate mitigation plan processing fees also will be assessed.

B. A standard Joint Application Form shall be completed and submitted to OCM along with drawings depicting the location and character of work proposed for approval under the authority of this Revised General Permit. The applicant shall submit a complete application packet (forms and plats) to OCM. The application shall be accompanied by the application fee in effect at the time of application submittal. This Revised General Permit shall not apply if the proposed work is determined not to meet the criteria. The applicant shall be advised within five (5) calendar days of receipt of the complete application that the application shall be processed as an individual CUP if the determination is made that the proposed activity is not consistent with this Revised General Permit.

C. Individual written approvals from OCM must be obtained prior to the commencement of any individual activity proposed under the authority of this Revised General Permit.

D. Prior to issuance of authorization for an individual activity under the authority of this Revised General Permit, the following agencies shall have a ten (10) calendar day period to review the proposed activity: the Louisiana Department of Wildlife and Fisheries (LDWF); Department of Health and Hospitals (DHH); Department of Environmental Quality (DEQ); Coastal Protection and Restoration Authority (CPRA); Department of Culture Recreation, and Tourism (CRT); Department of Transportation and Development (DOTD); State Land Office (SLO); and the approved Local (Parish) Coastal Zone Management Program (LCP), if applicable. OCM may issue authorization for the proposed activity after the designated review period or after receiving notification by each of the agencies, either in writing or by telephone, that there are no objections to the proposed activity. However, the final decision for the issuance of authorization for individual activities under the authority of this Revised General Permit, to issue approval with modifications or additional Operating Conditions, or to deny approval for the proposed work, shall be made by the Secretary of DNR, or his designee.

E. Should it be deemed in the public interest, the Secretary shall deny authorization to perform work under the authority of this Revised General Permit and require the applicant to obtain an individual CUP for the proposed activity.

F. Unless otherwise specified in the General Permit or specific work approval, authorization for work under the authority of this Revised General Permit shall expire if the work is not initiated and completed within two (2) years from the date of issuance of the original written individual approval. Initiation of the Coastal Use, for purposes of this Revised General Permit, means the actual physical beginning of the use or activity for which the permit is required. Initiation does not include preparatory activities, such as movement of equipment onto the Coastal Use site, expenditure of funds, contracting out of work, or performing activities which by themselves do not require a permit. In addition, the permittee must, in good faith and with due diligence, reasonably progress toward completion of the project once the Coastal Use has been initiated. All activities authorized under the authority of this Revised General Permit must be completed within 90 days of initiation of the work, with a one-time mobilization, unless a different time schedule is specifically approved by OCM.
G. The term to initiate and complete an individual authorization issued under the authority of this Revised General Permit may be extended for up to an additional two (2) years beyond the initial two (2) year term. Extension requests shall be in the form of a written letter which shall refer to the original coastal use permit application number and specifically state that a permit extension is desired. Submission of extension requests via the online application system also is acceptable. A nonrefundable extension request fee in the amount of $80 shall be included with such a request, and the request must be received by the Permits and Mitigation Division of OCM no sooner than 180 days and no later than 60 days prior to the expiration of the individual authorization in question. Requests received later than 60 days prior to the expiration date of the permit shall be eligible for consideration for extension, however a permittee who fails to make a timely request for an extension shall not engage in any activity requiring a CUP past the original permit expiration date until an extension of the lapsed permit or a new permit is granted.

H. The Term of this Revised General Permit shall be five (5) years from the date of issuance of the original permit which was July 16, 2012, except as provided for in LAC 43 Subpart 723.E.3.b.

I. The permittee shall notify OCM of commencement of activities which are authorized under the authority of this Revised General Permit. The permittee shall notify OCM by either providing the information in writing or entering the information through the online system, within three (3) days of the date of initiation of the authorized work.

J. Issuance of approval under the authority of this Revised General Permit does not relieve the applicant of obtaining other lawfully required permits (local, state, or federal) before commencing work.

K. The permittee shall allow representatives of OCM or authorized agents to make periodic, unannounced inspections to assure the activity is being performed in accordance with the conditions of the permit.

L. Work performed under the authority of this Revised General Permit shall conform to all appropriate state and federal safety regulations.

M. An authorization issued under the authority of this Revised General Permit may not be transferred to another party without giving prior notice to, and receiving written approval from, the OCM Administrator. A transfer form can be downloaded at http://dnr.louisiana.gov/assets/OCM/permits/Transfer_FORM.pdf, or can be provided upon request.

N. Work carried out under the authority of this Revised General Permit shall be performed in full compliance with the rules and regulations of DNR which exist at the time of approval for that work.

O. Permittee shall provide legal representation and indemnification to State agencies for any and all lawsuits and/or claims whether they be legal or otherwise that may be filed or made against State agencies as a result of the activities by Applicant.

II. Operating Conditions

A. All logs, stumps and other debris encountered during dredging activities shall be removed from the site during or immediately after the permitted activity and disposed of in accordance with all applicable laws and regulations.

B. Spoil shall not be placed in or block any tidal sloughs.

C. This Revised General Permit does not convey any property rights, mineral rights, or exclusive privileges, nor
does it authorize injury to property.

D. If archaeological, historical or other cultural resources are encountered during activities authorized under the authority of this Revised General Permit, work shall cease and the applicant shall immediately notify the Division of Archaeology, CRT (P. O. Box 44247, Baton Rouge, LA 70804) and OCM (P. O. Box 44487, Baton Rouge, LA 70804-4487, (225) 342-7591). Work may not resume until written approval is obtained from CRT.

E. The permittee shall insure that all sanitary sewage and/or related domestic wastes generated during the subject project activity and at the site, thereafter, as may become necessary shall not be discharged into any of the streams or adjacent waters of the area without authorization from DHH and/or DEQ or, in the case of total containment, shall be disposed of in approved sewerage and sewage treatment facilities, as is required by the State Sanitary Code and DEQ regulations. Such opinion as may be served by those comments offered herein shall not be construed to suffice as any more formal approval(s) which may be required of possible sanitary details (i.e. provisions) scheduled to be associated with the subject activity. Such shall generally require that appropriate plans and specifications be submitted to DHH for purpose of review and approval prior to any utilization of such provisions.

F. The permittee shall comply with all applicable laws regarding the need to contact the Louisiana One Call System (811) or online at http://www.laonecall.com/how_to_use_us.htm to locate any buried cables and pipelines.

G. The permittee is subject to all laws related to damages which are demonstrated to have been caused by the permitted activities.

H. All activities involving any discharge of pollutants must be consistent with applicable water quality standards, and any necessary permits issued through the DEQ, Office of Water Resources must be obtained.

I. Dredging and/or filling activities authorized under the authority of this Revised General Permit shall not exceed the volume specified in the project description of the individual authorization.

J. When adverse impacts to vegetated wetlands may result from the proposed activity, and/or when otherwise determined necessary by OCM, the applicant and OCM shall negotiate, in consultation with the owner(s) of land on which the permitted activity is proposed to occur, and those other natural resource agencies deemed appropriate by OCM, a compensatory mitigation plan, and the applicant shall implement that plan. That plan shall fulfill the requirements of Louisiana Revised Statute 49:214.41 and those rules and regulations adopted thereunder. Unless otherwise stated the expiration of the term of this Revised General Permit, or the revocation or expiration of approval to perform work under the authority of this Revised General Permit, shall not absolve the permittee, its transferees, or assignees from the obligation and responsibility of implementing and maintaining the compensatory mitigation plan.

K. If applicable, the requirement for compensatory mitigation for impacts to wetlands resulting from the referenced project may be determined after one full growing season (March 1 to November 1) following the completion of the permitted activities. This assessment shall include both primary impacts and secondary impacts which may result from the permitted activities.

If OCM determines that compensatory mitigation is required, permittee shall submit a compensatory mitigation plan for approval within 30 days of notification of the compensatory mitigation requirements by OCM. All necessary approvals shall be obtained for the compensatory mitigation plan and the plan shall be implemented as directed by OCM. The permittee should be aware that compensatory mitigation projects may
be required to be maintained for as many as 20 years for marsh mitigation projects and 50 years for forested wetland mitigation projects. A processing fee will be assessed for the determination of compensatory mitigation requirements and evaluation of the proposed compensatory mitigation plan in accordance with LAC Title 43, Part I, Chapter 7, §724.D. This fee shall apply regardless of which compensatory mitigation option is selected and does not include the cost incurred to implement the required compensatory mitigation.

L. Individual activities authorized under the authority of this Revised General Permit and occurring on LDWF identified Public Oyster Seed Grounds or Reservations shall be conditioned as agreed upon per the Memorandum of Understanding between the LDNR and LDWF, and all subsequent amendments to said document. This document can be found at http://dnr.louisiana.gov/index.cfm?md=pagebuilder&tmp=home&pid=96.

M. Individual activities authorized under the authority of this Revised General Permit shall be carried out on a one-time basis, during a one-time mobilization, except in situations where sequential phases (e.g., use of different types of dredging techniques, or phased construction) may be specified in the work statement of the individual authorization. Additional authorizations may be necessary for maintenance activities or work beyond the scope of the authorized activities.

N. If the project authorized under the authority of this Revised General Permit is located on the aboriginal homelands of the Chitimacha Tribe of Louisiana and/or at any time during the course of work any traditional cultural properties are discovered, the permittee shall immediately contact the Chitimacha Tribe of Louisiana, P.O. Box 661, Charenton, LA 70523 - phone (337) 923-7215.

III. This Revised General Permit does not apply in the following locations without prior written authorization from the appropriate agencies:

A. Work under the authority of this Revised General Permit shall not be approved in the following areas, unless the applicant first provides a letter of no objection from the LDWF:

1. Within the boundary of a currently productive oyster seed ground, oyster seed reservation or public oyster harvesting area; or

2. Within the boundaries of a LDWF owned or managed Wildlife Management Area (WMA) or Wildlife Refuge (WR).

3. Within 1,000 feet, or other distance deemed appropriate by LDWF, of a known bald eagle nest.

4. Within 1,500 feet, or other distance deemed appropriate by LDWF, of a known bird rookery area.

5. Within the officially designated critical habitat of a threatened or endangered species.

B. Work under the authority of this Revised General Permit shall not be approved in the following areas, unless the applicant first provides a letter of no objection from CRT:

1. Within a State Park, State Recreation Area or State Commemorative Area; or

2. Within any known historic or archaeological site or within the boundaries of an historical district.

C. Within 1,000 feet of an established navigation channel or fairway constructed, owned, operated, or maintained by federal, state, or local governments, or with federal, state, or local government funds, without written
consent of each appropriate agency or governing body. An authorization request that is not accompanied by such written permission shall be processed as an application for an individual CUP. If, however, there is a physical barrier at the project site that isolates the Coastal Use from the navigation channel or fairway and effectively prevents any interchange between the two, this restriction does not apply.

D. Within 1,500 feet of the Mississippi River or Atchafalaya River levees or within 300 feet of all other levees or other flood control structures which are owned, operated or maintained by the federal government, or with federal funds, without the written consent of each appropriate agency or governing body.

E. Within 1,000 feet of levees or other flood control facilities constructed, owned, operated or maintained by state or local governments, or with state or local government funds, without the written consent of each appropriate agency or governing body.

F. Within 1,500 feet of a barrier island, barrier island feature, chenier or other coastal feature without the approval of the appropriate resource agencies that OCM determines to have programmatic interests.

IV. This Revised General Permit does NOT apply in the following situations:

A. Within 1,000 feet of an area determined to be a unique ecological feature by the Secretary of DNR.

B. Within Special Significance Areas designated pursuant to R.S. 49:214.41(F) and those rules and regulations adopted thereunder, where applicable.

C. Within the boundaries of a national park or monument, national wildlife refuge or established buffer zone for any such national site.

V. Special Conditions

A. This Revised General Permit authorizes the placement of dredged material in shallow water areas for the purpose of creating and/or nourishing marsh; the placement of rip/rap or other non-structural method of bankline stabilization for the purpose of protecting wetlands; and the creation of splays or crevasses for the purpose of creating wetlands.

B. This Revised General Permit authorizes the dredging of borrow areas and access channels necessary to access areas targeted for restoration or protection. Material to construct these projects may come from borrow areas adjacent to project sites, maintenance dredging of access or flotation channels or new construction or maintenance of existing crevasses. If not using the material excavated for access as part of the restoration effort, the excavated material must be stockpiled adjacent to the access channel and be returned, immediately upon completion of the project, into the access channel from which it was removed. Borrow areas will typically be located within 6,000 feet of the disposal areas and be limited to a maximum cut of 8’ below the existing bottom elevation. In the case of access channels and crevasses, the maximum dimensions will be limited to a width of 70 feet and a depth of 8 feet. Placement of dredged material will typically be located in broken marsh areas with water depths less than 2 feet and the maximum placement height will be limited to six (6) inches above existing marsh elevation to account for settlement. These dimensions may vary on an individual basis if the interagency review team determines that the variance is necessary.

C. Projects considered under the authority of this Revised General Permit must be part of the current version of the State's Comprehensive Master Plan for a Sustainable Coast and the Wetland Value Assessment (WVA) must clearly demonstrate that any adverse impacts are offset by the project's benefits. Documentation demonstrating inclusion in the state plan and the WVA must accompany the application upon submittal.
D. Proposed activities may be authorized under the authority of this Revised General Permit within the restricted areas described in Part IV, if the Interagency Review Team determines that the proposed activity will not have an adverse impact on the protected resource and that the public interests are best served by expeditious authorization of the activity.

E. The permittee shall provide OCM with the following information for each individual restoration project proposed for authorization under the authority of this Amended General Permit:

1. Specific dredging locations (with dimensions) and access routes;

2. Proposed dredging method, type and capabilities of dredge that is to be utilized;

3. Anticipated volume of dredged material;

4. Approximate initiation and completion dates; and

5. Specific dredged material placement techniques and locations (with dimensions) relative to existing uplands, wetland and open water areas.

F. Any safety lights prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense.

G. Work authorized under the authority of this Revised General Permit must not interfere with the public's right to free navigation on all navigable waters of the State and of the United States.

H. In order to protect the State's interests in navigable lakes, bays and streams, the following four items shall be performed in conjunction with each planned construction location and submitted to the Division of Administration, State Land Office:

1. The location of the shoreline shall be documented, with reference to mean high and mean low water levels, as it exists at the time the project is initiated;

2. Any substantial accretion or erosion of the shoreline shall be well documented and monitored by a certified land surveyor, unless specifically exempted by the State Land Office;

3. The adjacent landowners shall be notified of the State of Louisiana's proposed activity; and

4. Authorization to conduct work under the authority of this Revised General Permit will not be issued until a letter of no objection is received by OCM from the State Land Office.
APPENDIX C: DIRECTIONS TO BOAT LAUNCH
Directions to Boat Launch at Calcasieu Lake

From I-210, Exit 4 – Nelson Road, Lake Charles, LA, travel south on Nelson Rd. approximately 2.0 miles. Turn right onto Country Club Rd and continue west, turning left on to LA Hwy 384. Continue south on La 384 for approximately 4.5 miles and turn right onto Henry Pugh Blvd and continue to Calcasieu Point boat launch. Once in the water, travel approximately 13.0 miles south to Peconi Bayou Water Control Structure. Project sites are located at the positions shown in the project drawings, along the eastern shore of Calcasieu Lake.

Public Boat Launch
Lat: 30°06’16.23” N
Long: 93°18’23.77W
APPENDIX D: SURVEY CONTROL
vicinity map

Station Name: “CRMSCS-SM-10”

Monument Location: This station is located in Cameron Parish and is situated on the eastern shoreline of Calcasieu Lake adjacent to a water control structure, approximately 7 miles southerly from Hebert’s Marina boat landing at Grand Lake, Louisiana. Access to the location is by boat only.

Monument Description: NGS Style floating sleeve monument; 9/16” stainless steel rods driven 60 feet to refusal, set in a sand filled 6” PVC pipe with access cover set flush with the ground.

Stamping: CRMSCS-SM-10       Survey Date: September 2013


Re-Adjusted in September 2013

NAD83 (2011) Epoch 2010.00 Geodetic Position
lat. 29° 53’ 37.96238” N
Long. 93° 13’ 52.39373” W

NAD83 (2011) Epoch 2010.00 Datum L 83 (1792) Ft
N = 511,880.47
E = 2,679,479.82

Elevation: 2.88 feet (0.877 mts)
Ellipsoid Height: -25.9397 mtrs
Geoid 12A Height: -26.820 mtrs

FOR REFERENCE ONLY
NAVD88 (2007)
Elevation: 3.41 feet (1.039 mtrs)
Ellipsoid Height: -25.875 mtrs
Geoid03 Height: -26.914 mtrs
VICINITY MAP

Station Name: “CRMSCS-SM-10A”

Monument Location: This station is located in Cameron Parish and is situated on the eastern shoreline of Calcasieu Lake adjacent to a water control structure, approximately 4.8 miles southerly from Hebert’s Marina boat landing at Grand Lake, Louisiana. Access to the location is by boat only.

Monument Description: NGS Style floating sleeve monument; 9/16” stainless steel rods driven 80 feet to refusal, set in a sand filled 6” PVC pipe with access cover set flush with the ground.

Stamping: CRMSCS-SM-10A  Survey Date: September 2013


Re-Adjusted in September 2013

NAD83 (2011) Epoch 2010.00 Geodetic Position
Lat. 29° 55’ 34.28166” N
Long. 93° 14’ 14.27447” W

NAD83 (2011) Epoch 2010.00 Datum LSZ (1702) Ft
N = 523,660.88
E = 2,677,749.39

Elevation: 2.59 feet (0.789 mtrs)
Ellipsoid Height: -26.890 mtrs
Geoid 12A Height: -26.096 mtrs

FOR REFERENCE ONLY
NAVD88 (2002)
Elevation 5.28 feet (1.611 mtrs)
Ellipsoid Height: -25.974 mtrs
Geoid99 Height: -26.974 mtrs
HEAVY CONSTRUCTION PROJECTS (includes water wells, water & sewer lines, and flood control; excludes elevated storage tanks)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/08/2016
1 01/15/2016
2 02/12/2016

ELEC0130-007 06/01/2015

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

Rates Fringes

ELECTRICIAN.........................$ 29.85 10.53
-----------------------------------------------

ELEC0194-006 09/07/2015

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

Rates Fringes
<table>
<thead>
<tr>
<th>Parishes</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MADISON, MOREHOUSE, RICHLAND, TENSAS, UNION, and WEST CARROLL PARISHES</td>
<td>$26.55</td>
<td>10.35</td>
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<tr>
<td>AVOYELLES, CATAHOULA, CONCORDIA, EVANGELINE, GRANT, LA SALLE, NATCHITOCHES (Southwest of Red River), SABINE, VERNON, AND WINN PARISHES</td>
<td>$23.13</td>
<td>1%+10.35</td>
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<tr>
<td>ALLEN, BEAUREGARD, CAMERON, IBERIA, JEFFERSON DAVIS, ST. MARY (Southwest of Atchafalaya River), AND VERMILION PARISHES</td>
<td>$24.60</td>
<td>4.25%+6.25</td>
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<tr>
<td>EAST FELICIANA, IBERVILLE, POINTE COUPEE, ST. HELENA, AND WEST FELICIANA PARISHES</td>
<td>$26.75</td>
<td>11.81</td>
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<tr>
<td>TANGIPAHOA and WASHINGTON PARISHES</td>
<td>$22.80</td>
<td>7.50</td>
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</tbody>
</table>
CARPENTER (including formsetting/formbuilding)........$ 14.75 0.00

Laborers:
  Common..................................$ 7.60 0.00
  Pipelayer................................$ 8.47 0.00

PIPEFITTER (excluding pipelaying).........................$ 18.75 4.05

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

Truck drivers:
  Dump....................................$10.00 0.00
  Water..................................$ 8.00 0.00

---------------------------------------------------------------------

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

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

=================================================================

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were
prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION