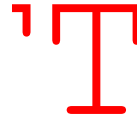


BID PACKAGE
FOR
PELICAN ISLAND AND CHALAND HEADLAND
VEGETATIVE PLANTINGS
STATE PROJECT NO: BA-38

PLAQUEMINES PARISH, LOUISIANA



LOUISIANA DEPARTMENT OF NATURAL RESOURCES
COASTAL ENGINEERING DIVISION

and

NOAA FISHERIES

NOVEMBER 2003

Section Title

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**PELICAN ISLAND AND CHALAND HEADLAND
VEGETATIVE PLANTINGS
STATE PROJECT NO: BA-38
PLAQUEMINES PARISH, LOUISIANA**

SCHEDULE OF BID ITEMS

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BASE BID

| <u>Item</u> | <u>Description</u> | <u>Unit</u> | <u>Approx. Qty*</u> | <u>Unit Price</u> | <u>Total Price</u> |
|-------------|--|-------------|---------------------|-------------------|--------------------|
| 1. | Smooth Cordgrass Vegetative Plugs | Each | 170,656 | \$ _____ | \$ _____ |
| 2. | Bitter Panicum Four Inch Containers | Each | 110,000 | \$ _____ | \$ _____ |
| 3. | Marshhay Cordgrass Four Inch Containers | Each | 40,800 | \$ _____ | \$ _____ |
| 4. | Gulf Cordgrass Four Inch Containers | Each | 35,700 | \$ _____ | \$ _____ |
| 5. | Salt Grass | Each | 5,100 | \$ _____ | \$ _____ |
| | Four Inch Containers | | | _____ | _____ |

6. Sea Oats Each 5,100 \$ _____

_____ \$ _____

One-Gallon Containers

7. Matrimony Vine Each 5,100 \$ _____

_____ \$ _____

Tube Containers

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TOTAL BASE BID AMOUNT _____

Total Amount of Base Bid: _____

(written words)

dollars and

cents.

Contractor's Company Name: _____

Contractor's Phone Number: _____

The price shall include all materials, transportation, mobilization, labor, plants, layout, demobilization and all other costs associated with completion of the project as specified in the Contract Documents.

* Where the quantity of work is covered by a unit price, such quantities are estimated and are to be used for bid comparison. The Owner reserves the right to increase/decrease such quantities as necessary to complete the work or remain within any funding limits. In the event quantities differ from those estimated (over/under), unit costs will be used to determine payment to the Contractor.

Bidders submitting proposals on this contract to complete the Schedule of Bid Items for the Base Bid and both Additive Alternates. The award of the alternate bid(s) will be based on

remaining funds available. The right is reserved by the Owner to award a contract for the Base Bid and a specified percentage of the Additive Alternate Bid(s) as necessary to remain within the funding limits.

THE SCHEDULE OF BID ITEMS TO BE FILLED OUT IN FULL AND SUBMITTED WITH THE BID FORM PACKAGE REQUIREMENTS

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**PELICAN ISLAND AND CHALAND HEADLAND
VEGETATIVE PLANTINGS
STATE PROJECT NO: BA-38
PLAQUEMINES PARISH, LOUISIANA**

SCHEDULE OF BID ITEMS

ADDITIVE ALTERNATE No. 1

| <u>Item</u> | <u>Description</u> | <u>Unit</u> | <u>Approx. Qty*</u> | <u>Unit Price</u> | <u>Total Price</u> |
|-------------|--|-------------|---------------------|-------------------|--------------------|
| 8. | Record (GPS) Location of Plant Rows | LUMP | 1 | \$ _____ _____ | \$ _____ |

The price shall include all materials, transportation, mobilization, labor, plants, layout, demobilization, and all other costs associated with completion of the project as specified in the Contract Documents.

* Where the quantity of work is covered by a unit price, such quantities are estimated and are to be used for bid comparison. The Owner reserves the right to increase/decrease such quantities as necessary to complete the work or remain within any funding limits. In the event quantities differ from those estimated (over/under), unit costs will be used to determine payment to the Contractor.

Bidders submitting proposals on this contract to complete the Schedule of Bid Items for the Base Bid and both Additive Alternates. The award of the alternate bid(s) will be based on remaining funds available. The right is reserved by the Owner to award a contract for the Base Bid and a specified percentage of the Additive Alternate Bid(s) as necessary to remain within the funding limits.

THE SCHEDULE OF BID ITEMS TO BE FILLED OUT IN FULL AND SUBMITTED WITH THE BID FORM PACKAGE REQUIREMENTS

PART I

GENERAL PROVISIONS

GP-1

DEFINITIONS OF TERMS

1. **Acceptance:**(notice thereof) Written response from the DNR/CED to the **Contractor** that all specified items of work in the Contract have been completed and/or obligations have been fulfilled by the **Contractor**.
2. **Addenda:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.
3. **Agreement:** The written agreement between the **Owner** and the **Contractor** covering the work to be performed; other contract documents are attached to the Agreement and made a part thereof as provided therein.
4. **Bid:** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
5. **Bidder:** Any person, association of persons, firm or corporation submitting a proposal for the work contemplated.
6. **Bonds:** Bid, performance and payment bonds and other instruments of security.
7. **Change Order:** A written order to the **Contractor** signed by the **Owner** authorizing an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time issued after the effective date of the Agreement.
8. **Contract:** The written Agreement between the **Owner** and the **Contractor**, which shall be understood to include the Specifications, Plans, Information for Bidders, Agreement, Advertisement For Bidders, Affidavit, Bid Form, Bid Bond, Contract Bond, Notice of Award, Notice to Proceed, and Change Order.
9. **Contract Bond:** (Also referred to herein as "Performance/Payment Bond.") The approved form of security furnished by the **Contractor** and his surety as security for the faithful performance of the work and the payment for all labor, materials and/or other obligations incurred by him in the prosecution thereof.
10. **Contract Documents:** The Agreement, Addenda (which pertain to the Contract Documents), **Contractor's** Bid (including documentation and specified Attachments accompanying the Bid and any Post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds (Bid and Performance/Payment), General Conditions, Supplementary Conditions, Technical Specifications, Plans as the same are more specifically identified in the Agreement, together with all Field or Change Orders issued after the execution of the Agreement.
11. **Contract Time:** The number of calendar days specified in the Agreement for completion of the work, together with any extensions authorized by change orders.
12. **Contractor:** The person, association of persons, firm or corporation entering into a Contract duly awarded.

13. **Contracting Agency:** The Louisiana Department of Natural Resources (DNR) acting through the Division of Administration.
14. **Equipment:** All machinery, implements, and power-tools, together with the necessary supplies for the operation, upkeep and maintenance of the same and also all other tools and apparatus necessary for the proper construction and acceptable completion of work.
15. **Extension of Contract:** Any extension of time for completion of work beyond the number of calendar days specified for in the Contract, such extension being granted by the Owner upon recommendation of the DNR/CED.
16. **Field Order:** A verbal or written order issued by the DNR/CED which orders minor changes in the work, but which does not involve a change in the contract price or the contract time.
17. **Inspector:** An authorized representative of the DNR/CED, assigned to make inspections of the work performed and material furnished by the Contractor.
18. **NOAA Fisheries:** The federal sponsor and representative of the project.
19. **Notice of Award:** A written notice by the Owner to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein and within the time specified, the Owner will sign and deliver the Agreement.
20. **Notice to Proceed:** A written notice given by the Owner to the Contractor (with a copy to the DNR/CED) fixing the date on which the contract time will commence to run and on which the Contractor shall start to perform his obligation under the Contract documents.
21. **Owner:** The Owner is the State of Louisiana (State), acting through its agent, the Department of Natural Resources.
22. **Plans:** The approved plans, profiles, typical cross sections, general cross sections, working drawings and supplemental drawings, or exact reproductions thereof, prepared or designated by the DNR/CED, which show the location, character, dimensions and details of the work to be done, and which are to be considered as a part of the Contract together with these specifications.
23. **Proposal:** The written offer of the Bidder to perform the contemplated work and furnish the necessary materials, when submitted on the prescribed proposal form, properly signed and secured.
24. **Proposal Security:** The security designated in the "proposal form" to be furnished by the Bidder as evidence of good faith to enter into a Contract with the Owner if such contract be awarded to such Bidder.

25. **Right-of-way:** The entire area which is reserved for use in constructing, maintaining and protecting the proposed improvement and its structures and appurtenances.
26. **Specifications:** The directions, provisions and requirements contained herein, prepared by the DNR/CED, designated as "Specifications" and which pertain to the method and manner of performing the work.
27. **State:** The State of Louisiana
28. **Structures:** Bridges, plugs, weirs, berms, dams and levees, etc., and other miscellaneous construction which may be encountered in the work and not otherwise classified herein.
29. **Sub Contractor:** Any person, association of persons, firm or corporation who contracts with the Contractor to perform any part of the project covered by the Contract.
30. **Supplemental Agreement:** ~~A written agreement between the Owner and the Contractor, approved by the DNR/CED, which, when duly executed becomes part of the Contract.~~
31. **Surety:** The corporate body licensed to do business in Louisiana which is bound with and for the Contractor primarily liable, and which engages to be responsible for payment of all obligations pertaining to and for acceptable performance of the work contracted.
32. **Surveyor:** An authorized representative of the DNR/CED, assigned to conduct surveys for the layout of the work to be performed by the Contractor.
33. **Work:** All work specified herein or indicated on the plans as the contemplated improvement.

GP-2 PLANS AND SPECIFICATIONS

These specifications, the accompanying plans, and all supplementary documents are essential parts of the Contract. They are intended to be complementary, to describe and provide for a complete work, and any requirement occurring in one is as binding as though occurring in all. If the **Contractor**, in the course of the work, finds any discrepancy between the Plans and Specifications and the physical condition of the locality, or any errors or omissions in Plans or Specifications, it shall be his duty to immediately inform the DNR/CED, who shall promptly resolve the same. Any work done after such discovery, until authorized, shall be done at the **Contractor's** risk.

The location, details and dimensions of the finished work shall conform to the approved plans. No deviation from said plans shall be permitted except as otherwise herein provided.

The right is reserved to make such changes in the execution and location of the work as may be necessary to carry out the intent of the Contract, but no such change shall be made until authorized in writing by the DNR/CED.

GP-3 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK

The **Contractor** is required to examine carefully the site of the proposed work, proposal, plans, specifications, and contract and bond forms for the work contemplated and it will be assumed that he has investigated and satisfied himself as to the physical features of the site and conditions to be encountered, as to the character, quality and quantities of work to be performed, and materials to be furnished, and as to the requirements of these specifications, special provisions and contract.

A mandatory pre-bid conference and a mandatory pre-bid site visit to the site shall be conducted at the date, time, and location specified in the Notice to Bidders. **Contractors bidding on this project will be required to attend the mandatory pre-bid conference and site visit.**

The mandatory pre-bid conference and site visit will be held to inspect the project area. Due to limited boat space, each **Contractor** shall be limited to one representative. For additional information you may contact Kenneth Bahlinger at (225) 342-7362. Transportation to the project site shall be provided by the DNR/CED. The **Contractor** must contact Kenneth Bahlinger a minimum of four (4) business days prior to the site visit to confirm attendance.

If the **Contractor** desires additional personnel to participate, or fails to notify Kenneth Bahlinger within four (4) business days of the mandatory site visit, then he must provide his own transportation for this mandatory site visit.

Contractors are assumed to have made themselves familiar with all Federal, State, and local laws, ordinances and regulations which in any manner affect the work or its prosecution. The filing of a bid shall be presumptive evidence that the **Contractor** has complied with these requirements. The DNR/CED shall not be responsible for any interpretations or conclusions drawn by the **Contractor** from data or information provided by the DNR/CED.

GP-4 CHANGES IN THE WORK

Without invalidating the Contract or any provisions thereof, the DNR/CED may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum and time to complete being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All work of the kind bid upon shall be paid for at the price stipulated in the bid. Any increase or decrease in the quantities shall not alter the Contract unit prices.

Changes in the work shall be authorized in writing by means of Change Orders. No claims for any extra work or material shall be allowed unless the work is ordered by prior approval in writing by the DNR/CED.

The DNR/CED or its **Inspector** may authorize minor changes in the work not involving an adjustment in the Contract price or the Contract time which are consistent with the overall intent of the Contract document. These may be accomplished by a Field Order and shall be binding on the DNR/CED and also on the **Contractor** who shall perform the change promptly. If the **Contractor** believes that a Field Order justifies an increase in the Contract price or Contract time, the **Contractor** may make a claim therefore as provided in Section GP-5, CHANGE OF CONTRACT PRICE.

GP-5 CHANGE OF CONTRACT PRICE

- 5.1 The Contract price constitutes the total compensation (subject to authorized adjustments) payable to the **Contractor** for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the **Contractor** shall be at his expense without change in the Contract price.
- 5.2 The DNR/CED or its **Inspector** may authorize minor changes in the work not involving an adjustment in the Contract price or the Contract time which are consistent with the overall intent of the Contract document. These may be accomplished by a Field Order and shall be binding on the DNR/CED and also on the **Contractor** who shall perform the change promptly. If the **Contractor** believes that a Field Order justifies an increase in the Contract price or Contract time, the **Contractor** shall notify the DNR/CED immediately by fax to make a claim in writing within twenty four (24) hours of the Field Order, but prior to performing the work.

5.3 The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract price shall be determined in the following way:

5.3.1 Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

GP-6 CHANGE OF THE CONTRACT TIME

6.1 The Contract time may only be modified by a Change Order. Any claim for an extension in the Contract time shall be based on written notice delivered to the DNR/CED within fifteen (15) days of the occurrence of the event giving rise to the claim.

Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless the DNR/CED allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract time shall be determined by the DNR/CED if the DNR/CED and the **Contractor** cannot otherwise agree. Any change in the Contract time resulting from any such claim shall be incorporated in a Change Order.

6.2 The Contract time shall be extended in an amount equal to time lost due to delays beyond the control of the **Contractor** if a claim is made therefor as provided in Subsection GP-6.1. Such delays shall include, but not be limited to, acts or neglect by the DNR/CED or others performing additional work as contemplated by Section GP-4, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

6.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Section GP-6 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

GP-7 SUBCONTRACTS

As soon as practicable and before awarding any Subcontracts, the **Contractor** shall notify the DNR/CED in writing of the names of the Subcontractors proposed for the principal parts of the work, and for such other parts as the DNR/CED may direct, and shall not employ any to whom the DNR/CED may have an objection.

The **Contractor** agrees that he is as fully responsible to the DNR/CED for the acts and omissions of his Subcontractors and of persons indirectly employed by him as he is for the acts and omissions of persons directly employed by him. The **Contractor** shall be

responsible for the coordination of the trades, Subcontractors and material men engaged upon his work.

The DNR/CED shall not undertake to settle any differences between the **Contractor** and his Subcontractors or between Subcontractors. The **Contractor** shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractors to the **Contractor** by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the **Contractor** the same power in regards terminating Subcontracts that the DNR/CED may exercise over the **Contractor** under any provisions of the Contract Documents.

GP-8 PRE-PLANTING MEETING

After the Notice to Proceed but before planting operations commence or materials are delivered, the **Contractor**, Subcontractors, DNR/CED, NOAA Fisheries and their **Inspector(s)** shall have a mandatory pre-planting meeting. This meeting shall be held at a mutually agreeable time and place to discuss pertinent details of the work schedules, etc. as outlined in SP-14 COMMUNICATIONS, REPORTS, AND RECORDS.

GP-9 NOTICE TO PROCEED

After the Contract has been awarded, a Notice To Proceed shall be issued to the **Contractor** to begin the work. The Notice To Proceed shall be issued within thirty (30) days after the effective date of the Agreement. The Notice To Proceed shall stipulate the date of the beginning date of Contract time charges and the date on which the **Contractor** shall begin nursery operations. No work shall be done at the site prior to the date on which the Contract time commences to run.

GP-10 DETERMINATION AND EXTENSION OF CONTRACT TIME

The number of days allowed for the completion of the work included in the Contract shall be stated in the specifications and Contract, and shall be known as the "Contract time". The Contract time on a calendar basis shall consist of the number of the calendar days stated in the Contract counting from the effective date of the DNR/CED's Notice To Proceed including all Sundays, holidays and non working days. All calendar days elapsing between the effective dates of any orders of the DNR/CED to suspend work and resume work for suspensions, not the fault of the **Contractor**, shall be excluded.

The number of days for performance allowed in the Contract as awarded is based on the original quantities. If satisfactory fulfillment of the Contract requires performance or work in greater quantities than those set forth in the proposal, the Contract time allowed for performance shall be increased on a basis commensurate with the amount of and difficulty of the added work.

If the **Contractor** finds it impossible, for reasons beyond his control, to complete the work within the Contract time as specified or as extended in accordance with the provisions of

this Section, he may at any time prior to the expiration of the Contract time make a written request to the DNR/CED for an extension of the time setting forth therein the reasons which he believes will justify the granting of the request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. Delays in the progress of work are justifiable when occasioned by the elements, priorities, order, rules or regulations imposed by any governmental body or other circumstances which are not foreseeable and are beyond the control of the Contractor, and one or more said circumstances has been the cause of the delay.

If the DNR/CED finds that the work was delayed because of conditions beyond the control, and without the fault of the Contractor, the DNR/CED may extend the time for completion so as to rectify the delays. The extended time for completion shall then be in full force and effect the same as though it were the original time for completion.

GP-11 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

This provision specifies the procedure for the determination of time extensions for unusually severe weather. The listing below defines the monthly anticipated adverse weather for the Contract period and is based upon National Oceanic and Atmospheric Administration (NOAA) or similar data for the geographical area located near the project.

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MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS:

| | | | | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| (5) | (5) | (4) | (4) | (4) | (4) | (5) | (7) | (7) | (7) | (5) | (3) |
| (4) | | | | | | | | | | | |

The above schedule of anticipated adverse weather shall constitute the base line monthly weather time evaluations. Upon acknowledgment of the Notice to Proceed, weather days shall be recorded on a calendar day basis (include weekends and holidays) and compared to the monthly anticipated adverse weather in the above paragraph. (The term actual adverse weather days shall include days impacted by actual adverse weather days).

The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Adverse weather days must prevent work for fifty percent (50%) or more of the Contractor's work day and delay work critical to the timely completion of the project(s). If the number of actual adverse weather days exceeds the number of days anticipated in the above paragraph, the DNR/CED shall determine whether the Contractor is entitled to a time extension. The DNR/CED shall convert any qualifying delays to calendar days and issue a modification in accordance with the contract clauses in Section SP-3 TIME OF COMPLETION and Section GP-10 DETERMINATION AND EXTENSION OF CONTRACT TIME.

The Contractor's schedule shall reflect the above anticipated adverse weather delays on all weather dependent activities.

GP-12

DEFAULT OF AND TERMINATION OF CONTRACT

The DNR/CED shall give written notice to the **Contractor** and his surety that the **Contractor** may be placed in default if he:

- A. Fails to begin the work within the time specified in the "Notice to Proceed", or
- B. Fails to perform the work with sufficient workmen, equipment or materials to assure prompt completion of said work, or
- C. Performs the work unsuitably or neglects or refuses to remove materials or perform anew rejected work, or
- D. Discontinues prosecution of the work, or
- E. Fails to complete the project(s) within the Contract time as extended, or
- F. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- G. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency, or
- H. Allows any final judgement to stand against him unsatisfied for a period of ten (10) days, or
- I. Makes an assignment for the benefit of creditors, or
- J. Fail to carry on the work in an acceptable manner.

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If the **Contractor** or surety, within a period of ten (10) days after such notice, does not proceed in accordance therewith, the DNR/CED shall, upon written notification to the **Contractor** and surety of such delay, neglect or default and the **Contractor's** failure to comply with such notice, have authority without violating the Contract, to take prosecution of the work out of the hands of the **Contractor**. The DNR/CED may appropriate or use all materials and equipment on the project and may enter into an Agreement for completion of said Contract according to the provisions thereof, or use such other methods as required for completion of said Contract in an acceptable manner.

All costs incurred by the DNR/CED, together with the cost of completing the work under Contract, shall be deducted from any monies due or which may become due the **Contractor**. If such expense exceeds the sum which would have been payable under the Contract, the **Contractor** and surety shall be liable and shall pay the DNR/CED the amount of such excess.

GP-13

FAILURE TO COMPLETE ON TIME

The time of completion of this project for the base bid and any alternate bid(s) accepted, shall be within two hundred and seventy-five (275) calendar days after the Notice To Proceed is issued as specified in Section SP-3, TIME OF COMPLETION.

For each Contract day, counted and charged as outlined in Section GP-10 DETERMINATION AND EXTENSION OF CONTRACT TIME, that any work shall remain uncompleted after the Contract time specified for the completion of the work provided for in the Contract, the sum of four hundred dollars (\$400) per contract day shall be deducted from any money due the Contractor not as a penalty but as liquidated damages; provided, however, that due account shall be taken of any adjustment of the Contract time for completion of the work granted under the provisions of Section GP-11.

The amount of liquidated damages, determined as provided above, will be deducted from any money due the Contractor under this Contract, and the Contractor and his surety shall be liable for any liquidated damages in excess of the amount due the Contractor.

GP-14

TERMINATION OF THE CONTRACTOR'S RESPONSIBILITY

The Contract shall be considered complete when all work has been satisfactorily completed, the final inspection made, the work accepted by the DNR/CED, and the final estimate paid. The Contractor shall then be released from further obligation except as set forth in his Contract bond.

GP-15

PRESERVATION AND RESTORATION OF PROPERTY, MONUMENTS, ETC.

The Contractor shall be responsible for the preservation of all public and private property, monuments, etc., within and adjacent to the project construction limits and shall use suitable precautions necessary to prevent damage to pipes, conduits and other underground structures and shall protect carefully from disturbance to or damage to all land monuments, State and United States bench marks, geodetic and geological survey monuments, and property markers until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. Any utility lines injured by the Contractor shall be repaired at once, at his own expense. The Contractor shall be responsible for any damage to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or on account of defective work material and he shall restore at his own expense, such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise restoring same, or he shall make good such damage or injury in an acceptable manner. In case of failure on the part of the Contractor to restore such property or make good such damages or injury the DNR/CED may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and the cost thereof shall be deducted from any monies due or which may become due the Contractor under his Contract. In case no money is due or to become due, his surety shall be held until damages, all suits, or claims have been settled and suitable evidence to that effect furnished to the DNR/CED.

GP-16 RESPONSIBILITY FOR DAMAGE CLAIMS

The **Contractor** shall save harmless the DNR/CED, NOAA Fisheries, and all of its representatives from all suits, actions or claims of any character brought on account of any damages sustained by any person or property in consequence of any neglect in safeguarding the work, or through the use of unacceptable materials in the construction of the improvement, or on account of any negligence, act or omission by the said **Contractor**, or by or on account of any claims or amounts recovered for any infringement of patent, trademark, or copyright. He shall not be released from said responsibilities until the Contract has been completed and the work accepted. Any money due the said **Contractor** under and by virtue of his Contract, as shall be considered necessary by the DNR/CED, may be held until such aforesaid claims have been settled and suitable evidence to that effect furnished to the DNR/CED. In case no money is due the **Contractor**, his surety shall be held until any suit, claims or actions for injuries or damages shall have been settled.

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GP-17 LAWS TO BE OBSERVED

The **Contractor** shall keep informed of all Federal, State and local laws, ordinances and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which affect those employed on the work or which affect the conduct of the work. He shall at all times comply with such laws, bylaws, ordinances, codes, regulations, orders and decrees; and shall indemnify the DNR/CED, NOAA Fisheries and its representatives against any claim or liability arising from violation of any such laws, bylaws, ordinances, code, regulation, order or decree, whether by himself or his employees.

GP-18 PERMITS AND LICENSES

The DNR/CED shall secure all Federal and State permits required for initiation of the project. **The Contractor or his subcontractor shall procure all required licenses and permits for the collection, transportation, propagation, and growing of plants for the project.**

GP-19 PAYMENT OF TAXES

The **Contractor** shall include in his unit prices bid the amount of the Use Tax, Severance Tax, Sales Tax and other taxes that may be levied under existing State, Federal and local laws and shall indemnify and save harmless the DNR/CED, NOAA Fisheries, and its representatives against any claim or liability arising from or based on his failure to include the amount of such taxes in his bid. The DNR/CED shall presume that the amount of such taxes is included in the unit prices bid by the **Contractor** and will entertain no claim for extra reimbursement to the **Contractor** on account of his failure to include such taxes.

GP-20 SANITARY PROVISIONS

The Contractor shall observe all rules and regulations on the State Board of Health, or any bodies having jurisdiction, and of all local health officials and must take precautions as are necessary to avoid unhealthy conditions.

GP-21 COOPERATION WITH UTILITIES

It shall be the Contractor's responsibility to notify all utilities or other parties interested to make all necessary adjustments of utility fixtures and appurtenances within or adjacent to the limits of construction. It shall also be the responsibility of the Contractor to see that the necessary adjustments of utility fixtures and appurtenances are made.

The Contractor shall be responsible for any damage done by him to any telephone, telegraph, power poles or lines, water or fire hydrants, water or gas mains and pipelines, sewers, conduits and other accessories and appurtenances of a similar nature which are fixed or controlled by a city, utility company or corporation. He shall perform and carry on his work in such a manner as not to interfere with or damage fixtures mentioned herein, or as shown on the plans or discovered during construction, which are to be left within the limits of the project. The DNR/CED shall not be responsible for any delay or damage incurred by the Contractor due to working around or joining his work to fixtures left in place.

The DNR/CED shall not be responsible for any delays or inconvenience to the Contractor in carrying on his work in the above mentioned manner while the utilities companies or cities are making necessary adjustments of their fixtures or appurtenances. The DNR/CED shall not be responsible for any costs that may be incurred by the Contractor or the utility owners for making said adjustments, by delays, etc.

GP-22 FURNISHING RIGHT-OF-WAY

All necessary right-of-way for the proper completion of the work shall be secured by the DNR/CED without cost to the Contractor, unless otherwise specifically provided.

GP-23 AUTHORITY OF THE DNR/CED

The DNR/CED shall have authority to give directions pertaining to the work and shall decide all questions which arise as to the quality and acceptability of material furnished and work performed, rate of progress of the work, interpretation of plans and specifications, and acceptable fulfillment of the Contract by the Contractor.

The DNR/CED or its designee shall be authorized to inspect all work and material.

The DNR/CED shall have the authority to suspend the work wholly or in part due to failure of the Contractor to correct conditions unsafe for workmen or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for such

periods as he deemed necessary due to unsuitable weather; for conditions considered unsuitable for prosecution of the work or for any other condition or reason deemed to be in the public interest.

All orders to suspend the work shall be in writing and shall include the reasons for suspension. The order to resume work shall also be in writing.

GP-24 DUTIES OF THE INSPECTOR

An Inspector shall be assigned to the project to report to the DNR/CED as to the progress of the work and the manner in which it is being performed. The Inspector shall also report whenever it appears that materials furnished and the work performed by the Contractor fail to fulfill the requirement of the Contract, and call to the attention of the Contractor any such failure or other infringements; but such inspection shall not relieve the Contractor from any obligation to perform all the work in accordance with the requirements of the Contract. In case of any dispute between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to the DNR/CED.

The Inspector shall not, however, be authorized to revoke, alter, enlarge, relax or release any requirements of the Contract, nor to approve, or accept any portion of the work, nor to issue instructions contrary to the plans and specifications. He shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the work.

GP-25 INSPECTION

The DNR/CED, NOAA Fisheries, and the Inspector shall have free access to all parts of the work and to all materials intended for use in the work. The Contractor shall furnish the DNR/CED, NOAA Fisheries, and the Inspector with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the plans, specifications and contract.

GP-26 CONFORMITY WITH PLANS AND SPECIFICATIONS

All work performed and all materials furnished shall conform with the lines, grades, cross sections, dimensions and material requirements shown on the plans or indicated in the specifications.

GP-27 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

Work which does not conform to the Contract shall be considered unacceptable, unless otherwise determined acceptable under the provisions in Section GP-26, CONFORMITY WITH PLANS AND SPECIFICATIONS.

Unacceptable work, whether the result of poor workmanship, defective materials, damage through carelessness or other cause, found to exist prior to final acceptance of the work shall be removed and replaced in an acceptable manner.

Work done contrary to instructions of the DNR/CED as given, except as herein specified, or extra work done without authority shall be considered as unauthorized and shall not be paid for. Work so done may be ordered, removed, or replaced at the Contractor's expense.

Upon failure of the Contractor to comply with any order of the DNR/CED made under the provisions of this Section, the DNR/CED shall have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the cost from payments for the work.

GP-28 PARTIAL ACCEPTANCE

Partial acceptance shall be considered. Upon completion of the Pelican Island site or the Chalard Headland site, the Contractor shall notify the DNR/CED by phone. At the next regular progress meeting, the site indicated by the Contractor as completed shall be inspected by the DNR/CED and/or its Inspector. Upon approval, the DNR/CED shall inform the Contractor in writing of the site accepted and the Contractor shall be relieved of any additional work or improvements on that particular site. If a site is not accepted the DNR/CED shall inform the Contractor in writing regarding any work to be done or defects to be remedied in order to place that work in satisfactory condition for acceptance.

There shall be no partial payment for partial acceptance of the project.

GP-29 FINAL INSPECTION AND ACCEPTANCE

Prior to Contractor demobilization, the DNR/CED shall make a final inspection with the Contractor. The Contractor shall notify the DNR/CED in writing, a minimum of seventy two (72) hours prior to project completion. If the DNR/CED is satisfied that the work has been completed, the DNR/CED shall notify the Contractor in writing of the approval of the work.

If the inspection disclosed any work, in whole or in part, as being unsatisfactory, the DNR/CED shall give the Contractor the necessary instructions. All corrections for work disclosed as unsatisfactory shall be at the expense of the Contractor. Upon correction of the work another inspection shall be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such an event, the DNR/CED shall notify the Contractor in writing of the acceptance as of the final inspection.

Final Acceptance of the work shall be given after final inspection of the work by the DNR/CED and after receipt of all deliverables as specified in the Contract documents.

GP-30 CLAIMS FOR ADJUSTMENT AND DISPUTES

If the **Contractor** deems that additional compensation is due him for work or material not clearly covered in the Contract or not ordered by the DNR/CED as extra work, as defined herein, the **Contractor** shall notify the DNR/CED in writing of his intention to make claim for such additional compensation before he begins the work on which he bases the claim. If such notification is not given and the DNR/CED is not afforded proper facilities by the **Contractor** for keeping account of actual cost, the **Contractor** agrees to waive any claim for such additional compensation. Such notice by the **Contractor** shall not be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the DNR/CED is found to be just, it shall be paid for as extra work. Nothing in this Section shall be construed as establishing any claim contrary to the terms of Section GP-4, CHANGES IN THE WORK.

GP-31 TEMPORARY SUSPENSION OF WORK

The DNR/CED shall have the authority to suspend the work wholly or in part. The order to suspend the work for periods exceeding one (1) calendar day shall be in writing and shall include the specific reasons for the suspension. If the work is suspended in the interest of the DNR/CED, due allowances shall be made for the time elapsed during the period of suspension as herein provided. ~~If the work is suspended because of the failure of or refusal of the **Contractor** to comply with an order of the DNR/CED or with the plans and specifications, no extension of time shall be allowed for the time elapsed during such suspension.~~

GP-32 PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the above provisions or in exercising any power or authority granted to him by the contract, there shall be no liability upon the DNR/CED, NOAA Fisheries or its authorized representatives.

GP-33 NO WAIVER OF LEGAL RIGHTS

Upon completion of the work, the final inspection shall be performed expeditiously as described in Section GP-29, FINAL INSPECTION AND ACCEPTANCE, and when the work is acceptable, the **Contractor** shall be notified of the acceptance. Such final acceptance shall not prevent the DNR/CED from correcting any measurement, estimate or certificate made before or after completion of the work, nor shall the DNR/CED be prevented from recovering from the **Contractor** or his surety, or both, such overpayment as it may sustain, or by failure by the **Contractor** to fulfill his obligations under the Contract. A waiver by the DNR/CED of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

The **Contractor**, without prejudice to the terms of the Contract, shall be liable to the DNR/CED for latent defects, fraud or such gross mistakes as may amount to fraud, or as regards the DNR/CED's rights under any warranty or guaranty.

GP-34 COOPERATION BY THE CONTRACTOR

The **Contractor** shall perform all items for work covered and stipulated in the Contract, and shall furnish, unless otherwise definitely provided in the Contract, all materials, implements, machinery, equipment, tools, supplies, transportation and labor necessary to the prosecution of the work. The **Contractor** shall give the work his constant attention to facilitate the progress thereof and shall cooperate with the DNR/CED in every way possible. He shall have available on the work at all times one complete copy of the Contract, including plans, specifications, and authorized alteration supplied to the **Contractor**.

The **Contractor** shall have, at all times, a competent, qualified and reliable English-speaking superintendent for the work, satisfactory to the DNR/CED, authorized to receive orders and to act for him to supervise and coordinate all work to be done by the **Contractor** and any of his Subcontractors. The superintendent shall be qualified to supervise the performance of the particular type of work to be performed. The qualifications of the superintendent must be established prior to commencement of work. Such superintendent shall be furnished by the **Contractor**, regardless of how much work may be sublet. In the performance of work under this Contract, the **Contractor** shall so conduct his operations as to avoid interference with any other Contractors. The work under this Contract shall be performed in a skillful and workmanlike manner by competent workers. The DNR/CED may, in writing, require the **Contractor** to remove from the work any employee the DNR/CED deems incompetent, careless, or otherwise detrimental to the project.

GP-35 CONSTRUCTION STAKES AND LINES

The DNR/CED or its **Inspector** shall direct the **Contractor** in the layout of the project. Stakes to satisfactorily lay out the work and mark colonial nesting bird habitat areas shall be furnished by the **Contractor** at his expense in sufficient quantities and sizes upon request of the DNR/CED as specified in Section TS-7 PLANTING LAYOUT. The **Contractor** shall be responsible for laying out the work and maintaining the stakes. All layout work shall be witnessed and checked by the DNR/CED and/or its **Inspector** prior to installing plants. The DNR/CED or its **Inspector** may require that work be suspended at any time when stakes established by the **Contractor** are not reasonably adequate to permit checking of the work. However, these checks shall not relieve the **Contractor** of his responsibility for installing the work in the positions as shown on the plans or approved revisions thereto. After lines for any part of the work have been given by the DNR/CED or its **Inspector**, the **Contractor** shall be responsible for proper execution of the work to such lines and for the preservation of the surveyed line. If any stakes are

carelessly or willfully destroyed or disturbed by the Contractor, prior to Partial Acceptance as stated in GP-28 PARTIAL ACCEPTANCE or Final Inspection and Approval in GP-29 FINAL INSPECTION AND ACCEPTANCE, the cost of replacement shall be charged to the Contractor and they shall be replaced by the Contractor at the DNR/CED's discretion.

GP-36 WORKMEN, METHODS, AND EQUIPMENT

The Contractor shall employ sufficient labor and equipment for prosecuting the work to completion in the manner and time required by these specifications.

Workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or any subcontractor who, in the opinion of the DNR/CED, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, upon written request of the DNR/CED, be immediately removed by the Contractor or Subcontractor employing such person, and such person shall not again be employed in any portion of the work without approval of the DNR/CED. If the Contractor fails to remove such a person or fails to furnish suitable and sufficient personnel for proper prosecution of the work, the DNR/CED may suspend the work by written notice until such orders are complied with.

When methods and equipment to be used by the Contractor in accomplishing the construction are not specified, the Contractor may use any methods or equipment that will accomplish the work in conformity with the Contract.

Equipment used for the transportation and installation of plants and the movement of personnel shall be appropriate for the work and approved by the DNR/CED.

To be appropriate, the Contractor's equipment shall be of the type that shall not cause non-repairable damage to the project area when properly used. No marsh buggies or tracking equipment shall be allowed. All equipment proposed for use on the project area shall be approved by the DNR/CED prior to mobilization to the project. Equipment operators shall be fully instructed with regards to avoiding damage to the dune and marsh platform and existing vegetation when accessing and working in the project area. At the discretion of the DNR/CED, the Contractor may be required to restore elevations changed by 0.5 feet or more by the Contractor during mobilization, construction or demobilization.

The Contractor shall stay within the water access routes and shall not cross, damage or have site access through or onto existing vegetation.

If the **Contractor** desires to use a method or type of equipment other than specified in the Contract, he may request authority from the DNR/CED to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and the reasons for desiring to make the change. If approval is given, it shall be on the condition that the **Contractor** shall be responsible for producing work in conformity with Contract requirements. If after trial use of the substituted methods or equipment, the DNR/CED 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 shall be made in basis of payment for construction items involved nor in Contract time as a result of authorizing a change in methods or equipment.

GP-37 CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority, for a period of three (3) months, through no act or fault of the **Contractor** or of anyone employed by him, or if the DNR/CED shall fail to pay the **Contractor** within a reasonable time any sum certified by the DNR/CED, then the **Contractor** may upon ten (10) days[•] written notice to the **Owner**, stop work or terminate this Contract and recover payment from the DNR/CED for all work executed and material and equipment delivered to the site for incorporation in the work.

GP-38 WARRANTY

The **Contractor** warrants to the DNR/CED that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these standards, including substitutions not properly approved and authorized, may be considered defective. If required by the DNR/CED, the **Contractor** shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

GP-39 LIABILITY FOR LOSSES BY ACTS OF THE FEDERAL OR STATE GOVERNMENT

The DNR/CED and NOAA Fisheries shall not be liable for any loss or damage suffered by the **Contractor** arising out of the interruption or cessation of work under this Contract resulting from any act or order of any official or agency or the United States Government or the Government of the State of Louisiana. However, the **Contractor** may request a time extension, as provided elsewhere in these specifications, for any delay suffered by the **Contractor** as the result of the aforementioned government act or order.

GP-40 SAFETY PROVISIONS

- A. Accident Investigations and Reporting. Accidents shall be investigated by the immediate supervisor of employee(s) involved and reported to the DNR/CED or its representative within one (1) working day after the accident occurs. A written report of all mishaps occurring on the project shall be submitted to the DNR/CED within four (4) calendar days following the incident. All data reported must be complete, timely and accurate. A follow-up report shall be submitted when the estimated lost time days differ from actual lost time days.
- B. Daily Inspections. The **Contractor** shall institute a daily inspection program to assure safety requirements are being fulfilled. Reports of daily inspections shall be maintained at the job site in accordance with these specific clauses. The reports shall be records of the daily inspections and resulting actions. Each report shall include, as a minimum, the following:
1. Phase(s) of construction underway during the inspection.
 2. Locations of areas where inspections were made.
 3. Results of inspections, including nature of deficiencies observed and corrective action taken, or to be taken, date, and signature of the person responsible for its contents.

GP-41 RADIO TELEPHONES

The **Contractor** shall have a working telephone on site and shall contact the DNR/CED immediately to discuss any problems. A written communication plan with names and phone numbers of key **Contractor** personnel shall be submitted at the pre-planting meeting. A schedule of phone calls shall be coordinated with the DNR/CED before work begins.

GP-42 SUBMITTALS, REPORTS AND RECORDS

1. The **Contractor** shall submit a work plan and an estimated work schedule, in writing to the DNR/CED, within fifteen (15) days after the Notice to Proceed for review and approval as outlined in Section SP-14 COMMUNICATIONS, REPORTS, AND RECORDS.
2. The **Contractor** shall keep a daily record of plantings which shall be included with the weekly reports of progress as outlined in Section SP-14 COMMUNICATIONS, REPORTS, AND RECORDS.
3. The **Contractor** shall maintain at the job site orderly files for correspondence, reports of job conferences, submittals, reproductions of original Contract Documents including all addenda, Change Orders, Field Orders, additional drawings issued subsequent to the executed Contract, and DNR/CED

clarifications and interpretations of the Contract Documents, progress reports, and other related documents.

4. The **Contractor** shall provide all other submittals, reports and reports as outlined in SP-14 COMMUNICATIONS, REPORTS, AND RECORDS.

GP-43 PROGRESS MEETINGS

The DNR/CED shall schedule and hold regular progress meetings. The **Contractor**, DNR/CED, and its **Inspector** shall be represented at each meeting. The **Contractor** may, at his discretion, request attendance by representatives of his suppliers, manufacturers, and other Subcontractors.

The purpose of the meetings shall be to review the progress of the work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.

GP-44 AS-BUILT DRAWINGS

1. The **Contractor** shall keep one record copy of the Contract Documents at the site in proper order and marked to show all Field and Change Orders made by DNR/CRD. Before DNR/CRD accepts the work, the **Contractor** shall furnish DNR/CRD with this record copy. Any marking for changes, revisions, etc., shall be in non-erasable red ink.
2. All plant rows shall be marked and located on the record copy of Contract Documents. If Alternate Bid Item number eight (8) is accepted by DNR/CRD , the **Contractor** shall provide coordinates at the beginning, ending, and every 1,000 linear ft of each plant row, or at any significant change in direction. The coordinates shall be LA State Plane South Zone or UTM Zone 15 coordinates in the North American Datum of 1983 (NAD 83) and shall be obtained with a differentially corrected Global Positioning System (GPS) set to achieve sub-meter accuracy, or with another method approved by DNR/CRD.

GP-45 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 signed by an official authorized to certify in behalf of the supplying company and shall contain the name and address of the **Contractor**, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply.

GP-46 COMMERCIAL SPECIFICATIONS, STANDARDS AND DESCRIPTIONS

Reference to the standards of any technical society, organization, or association, or to codes of local or State authorities, shall mean the latest standard, code, specification, or tentative standard adopted and published at the date of receipt of bids, unless specifically stated otherwise, and is the responsibility of the **Contractor** to obtain a copy of the same.

GP-47 UTILITIES AND IMPROVEMENTS

Any unidentified pipes, structures, existing vegetation, and colonial nesting birds habitat areas which may be found within the limits of the work during the course of construction shall not be disturbed nor shall construction be performed at these locations unless and until approved by the DNR/CED.

GP-48 MISCELLANEOUS

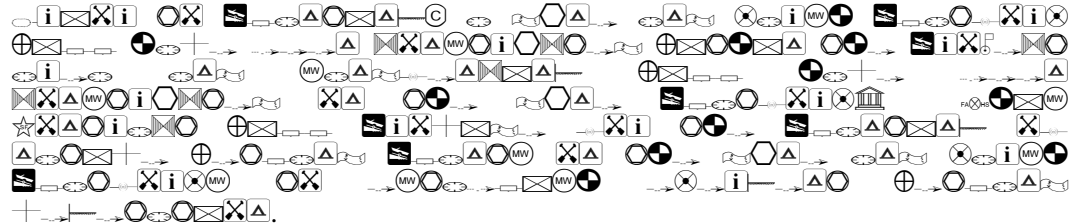
1. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.
2. Should the DNR/CED, NOAA Fisheries, or **Contractor** suffer injury or damage to itself or its property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage, and such claim shall provide all particulars relating to the extent of injury or damage, the details and results of the investigation, and action that has been or is to be taken to prevent a reoccurrence.
3. The duties, warranties, guarantees, and obligations imposed by these general conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon the **Contractor** by Sections GP-12 DEFAULT AND TERMINATION OF CONTRACT and GP-27 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK, and all of the rights and remedies available to the DNR/CED thereunder, are in addition to and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Section shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of the Agreement.

PART II

SPECIAL PROVISIONS

SP-1 LOCATION OF WORK

The Pelican Island to Chaland Headland Vegetative Plantings (BA-38) is a Coastal Wetlands Planning Protection and Restoration Act Project.



The Pelican Island to Chaland Headland Vegetative Plantings Project area is located in two locations of Plaquemines Parish, both approximately sixty (60) miles southeast of New Orleans. The Pelican Island Segment lies between Fontanelle Pass and Scofield Pass, approximately eight (8) miles south of Sunrise, LA. The Chaland Headland Segment lies between Pass La Mer and Chaland Pass, approximately fifteen (15) miles south of Diamond, LA.

SP-2 WORK TO BE DONE

The work to be done under these plans and specifications consists of furnishing all equipment, labor and materials and performing all work required for the planting of the dune and marsh platform on the PELICAN ISLAND TO CHALAND HEADLAND VEGETATIVE PLANTINGS including mobilization, demobilization, and other related work. All work shall be performed in accordance with Louisiana Standard Specifications for Roads and Bridges, 1992 edition unless otherwise specified herein.

Under the Base Bid of this proposal, the Contractor shall select, transport, and plant approximately 170,656 vegetative plugs of Smooth Cordgrass (*Spartina alterniflora* cv. Vermilion), 40,800 four (4) inch containers of Marshhay Cordgrass (*Spartina patens* cv. Gulf Coast), 110,000 four-inch four (4) inch containers of Bitter Panicum (*Panicum amarum* var. *amarum* cv. Fourchon), 35,700 four (4) inch containers of Gulf Cordgrass (*Spartina spartinae*), 5,100 four (4) inch containers of Salt Grass (*Distichlis spicata*), 5,100 one (1) gallon containers of Sea Oats (*Uniola paniculata* cv. Caminada), and 5,100 tube containers of Matrimony Vine (*Lycium carolinianum*) along the dune and

marsh platform as specified. Date and time for delivery and planting shall be coordinated with the DNR/CED.

The **Contractor** shall provide all equipment, materials, and labor necessary to meet the specifications. All planting containers, debris, trash or other incidentals used by the **Contractor** shall be removed from the project area and properly disposed of prior to Final Acceptance and Inspection by the DNR/CED and demobilization.

SP-3 TIME OF COMPLETION

The time of completion of this project for the Base Bid and Additive Alternate Bid(s) if accepted, shall be within two hundred and seventy-five (275) calendar days after the Notice To Proceed is issued. Liquidated damages shall be assessed in accordance with Section GP-13, FAILURE TO COMPLETE ON TIME. A non-working day shall be any day when adverse weather conditions or natural phenomena prevent the **Contractor** and personnel to access the site. Sunrise/sunset times, tides, and weather conditions can be obtained from the National Weather Service. Adverse weather conditions and natural phenomena are considered any atmospheric or marine conditions that impede site access. The **Contractor** must use his own discretion in accessing the site under seemingly marginal or adverse conditions. Planting must be completed and the site must be clean prior to Final Inspection and Acceptance by the DNR/CED. Any days deemed non-working by the **Contractor** due to adverse weather conditions or natural phenomena should be noted in the weekly reports (see Section TS-8 - Deliverables - Weekly - Section 8.2).

SP-4 PROTECTION OF WORK

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

SP-5 PROJECT SCHEDULING

The **Contractor** shall submit an estimated work schedule, in writing to the DNR/CED, within fifteen (15) days after the Notice to Proceed (See GP-42, SUBMITTALS, REPORTS AND RECORDS)

Progress meetings shall be held at which time changes in the schedule shall be discussed (See Section GP-43, PROGRESS MEETINGS).

SP-6 CLEAN-UP

The **Contractor** shall at all times keep all project and adjacent areas free from accumulations of waste material or rubbish caused by the **Contractor's** employees or by the work. At the completion of the work, all trash, tools and surplus materials shall be removed from the project site and disposed of properly prior to Final Inspection and Acceptance by the DNR/CED and demobilization.

SP-7 CONTROL OF SILTATION AND WATER POLLUTION

The **Contractor** shall conduct his work in a manner that will not cause pollution of the water. All applicable Federal and State regulations of agencies and statutes relating to the prevention and abatement of pollution shall be compiled within the performance of the Contract.

The disturbance of lands and waters that are outside the limits of construction as staked is prohibited, except as found necessary and approved by the DNR/CED. The **Contractor** shall conduct his work in such manner as to prevent the entry of fuels, oils, bituminous materials, chemicals, sewage or other harmful materials into streams, lakes or marshlands. All waterways shall be cleared as soon as practicable of false work, piling, debris, or other obstructions placed during construction operations and not a part of the finished work.

SP-8 SAFETY AND PROTECTION

The **Contractor** shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The **Contractor** shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees and other persons who may be affected thereby, all the work and all materials both on and off the project site, and other property at the site including trees, structures, utilities, etc.

The **Contractor** shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction over the safety of persons or property and to protect them from damage, injury, or loss, and shall erect and maintain all necessary safeguards for such safety and protection. The **Contractor** shall notify owners of adjacent property and utilities when execution of the work may affect them. All damage, injury or loss to any property referred to in this item caused directly or indirectly, in whole or in part, by the **Contractor**, and Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the **Contractor**. The **Contractor's** duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and the DNR/CED has issued a notice that the work is acceptable.

SP-9 SANITARY CONDITIONS

The **Contractor** shall provide and maintain sanitary accommodations for use by his employees and sub-contractors. Facilities shall comply with the requirements of the local and State Board of Health and of other authorities having jurisdiction. The committing of public nuisance on the project site shall be prohibited by the **Contractor**.

SP-10 COMMENCEMENT, EXECUTION AND COMPLETION

The **Contractor** shall be required to begin nursery propagation under the Contract within thirty (30) calendar days after receipt of the Notice To Proceed from the DNR/CED. Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time limit specified.

SP-11 TRANSPORTATION

The **Contractor** shall provide a safe and reasonable means of transportation to and from the dock, staging area, and planting areas for his employees, the DNR/CED, NOAA Fisheries, and the **Inspector**.

During planting layout, planting, and until Final Inspection and Acceptance, the **Contractor** shall provide transportation to and from the dock, staging area and planting areas for a maximum of three (3) personnel (DNR/CED , NOAA Fisheries, and/or **Inspector**), for a maximum of five (5) days per week. The schedule for dates, times, and pickup location for transportation shall be arranged by the DNR/CED with the **Contractor** prior to mobilization.

During planting layout, planting, and until Final Inspection and Acceptance, should the **Contractor** utilize a boat, quarters barge, or quarters and stay at the project area overnight, then the **Contractor** shall provide room and board for the **Inspector**.

The **Contractor** shall provide daily transportation for the **Inspector** to and from the dock, staging area, and planting areas.

SP-12 DELIVERY OF NOTICES, ETC.

All written notices, demands, submittals and other papers or documents to be delivered to the **Contractor** under this Contract shall be delivered to the address designated by the DNR/CED.

All written notices, demands, submittals and other papers or documents to be delivered to the **Owner** or to the DNR/CED under this Contract shall be delivered to the Coastal Engineering Division of the Louisiana Department of Natural Resources at the following address: P. O. Box 44027, Baton Rouge, Louisiana 70804-4027, or at such other place or places as the DNR/CED may designate by written notice delivered to the **Contractor**.

SP-13 COPIES OF PLANS FURNISHED

Five (5) sets of 11" x 17" contract drawings, and specifications shall be furnished to the **Contractor** without charge except applicable publications incorporated into the technical specifications by reference. Additional sets shall be furnished on request at the cost of reproduction. The work shall conform to the following contract drawings all of which form a part of these specifications.

| <u>Title</u> | <u>Drawing No.</u> |
|---------------|--------------------|
| Title Sheet | 1 |
| Plan View | 2 |
| Layout | 3 |
| General Notes | 4 |

SP-14

COMMUNICATIONS, REPORTS, AND RECORDS

1. The **Contractor** shall submit a work plan and an estimated work schedule, in writing to the DNR/CED, within fifteen (15) days after the Notice to Proceed for review and approval. The DNR/CED shall have ten (10) days to review the work plan and estimated work schedule to determine its acceptability. The work plan shall include information regarding:
 - a. The source(s) of all plant materials (nursery name, mailing and physical address, phone number, and name of contact person).
 - b. A legible copy of all current and state nursery licenses and/or permits issued to the nursery or nurseries.
 - c. A letter from the nursery or nurseries supplying plant materials that it has received, read, and understands the plant specifications regarding this contract and that it will provide plant materials meeting these specifications.
 - d. The types of equipment the **Contractor** proposes to use for delivering plant materials from the nursery to the delivery site and from the delivery site to the planting site and on the planting site to transport materials, personnel, etc.
 - e. The **Contractor's** proposed method of protecting plants from the nursery to the delivery site and from the delivery site to the planting site.
 - f. The **Contractor's** proposed method of salt-hardening plants and watering plants prior to planting.

The estimated work schedule shall show the planned schedule of dates and time lines for the major elements of work required to complete the work described in

these specifications, including but not limited to the anticipated dates of the following:

- g. The date all plant materials are on the premises of the nursery or nurseries.
- h. The anticipated dates that salt-hardening shall be commenced and completed
- i. The anticipated date(s) for site layout and staking.
- j. The anticipated initiation of delivery and planting operations at the work location.
- k. The estimated duration of planting operations.

2. After the Notice to Proceed, but before planting operations commence or materials are delivered to the project delivery site, the **Contractor**, Subcontractors, DNR/CED, NOAA Fisheries and their **Inspector(s)** shall have a mandatory pre-planting meeting. This meeting shall be held at a mutually agreeable time and place to discuss pertinent details of the work schedules, etc. At the pre-planting meeting the **Contractor** shall provide the following to the DNR/CED:

- a. Communication Plan
- b. Work Schedule
- c. Safety Plan Report
- d. A written statement from the contract nursery (or nurseries) that all plants produced for use under this contract are true to name (species, variety or cultivar) and meet the requirements of this contract.

3. The **Contractor** shall have a working telephone on site and shall contact the DNR/CED immediately to discuss any problems. A written communication plan with names and phone numbers of key **Contractor** personnel shall be submitted at the pre-planting meeting. A schedule of phone calls shall be coordinated with the DNR/CED before work begins.

4. The **Contractor** shall keep photographs of planting progress. The **Contractor** shall include before and after photographs. Photographs shall be taken weekly from all portions of the project and shall include a minimum of thirty-six (36) slides or digital images.

5. The **Contractor** shall keep a daily record of plantings, including species and number of plants delivered and installed, any Field or Change Orders, compliance with the approved work schedule, watering methods, transportation of plants, installation methods, weather conditions (wind speed and direction,

temperature, seas, sky conditions, and precipitation), and non working days which shall be included with the weekly reports of progress. The daily reports shall be submitted to the DNR/CED at the weekly progress meeting, unless otherwise instructed by the DNR/CED.

6. The **Contractor** shall maintain at the job site orderly files for correspondence, reports of job conferences, submittals, reproductions of original Contract Documents including all addenda, Change Orders, Field Orders, additional drawings issued subsequent to the executed Contract, and DNR/CED clarifications and interpretations of the Contract Documents, progress reports, and other related documents.

SP-15 SITE ACCESS

The site is accessible only by shallow draft boat or air. The nearest boat launches are located near Empire, LA. The Contractor shall be responsible for locating and securing a boat launch and staging area for equipment and plants.

The **Contractor** shall abide by all rules, regulations, traffic regulations, site restrictions and any other rules and stipulations and shall be responsible for any damage or repairs to access routes, roads, boat launches, and staging areas and all private facilities and properties as outlined in GP-15 PRESERVATION AND RESTORATION OF PROPERTY, MONUMENTS, ETC. and GP-16 RESPONSIBILITY FOR DAMAGE CLAIMS.

The site access routes, rights of way, road, boat launch, and staging areas shall be kept free from accumulation of planting containers, debris, trash or other incidentals and shall be clean prior to Final Acceptance and Inspection by the DNR/CED and demobilization.

PART III TECHNICAL SPECIFICATIONS

TS-1 GENERAL REQUIREMENTS

- 1.1 **Scope.** The work covered by these specifications consists of furnishing all materials, equipment and labor, and performing all operations required to complete planting for the Pelican Island to Chaland Pass Vegetative Plantings. Major tasks associated with this work include, but may not necessarily be limited to, the following:
 - 1.1.1 Under the Base Bid of this proposal, the **Contractor** shall select, transport, and plant approximately 170,656 vegetative plugs of Smooth Cordgrass (*Spartina alterniflora* cv. Vermilion), 40,800 four (4) inch containers of Marshhay Cordgrass (*Spartina patens* cv. Gulf Coast), 110,000 four-inch four (4) inch containers of Bitter Panicum (*Panicum amarum* var. *amarum* cv. Fourchon),

35,700 four (4) inch containers of Gulf Cordgrass (*Spartina spartinae*), 5,100 four (4) inch containers of Salt Grass (*Distichlis spicata*), 5,100 one (1) gallon containers of Sea Oats (*Uniola paniculata* cv. Caminada), and 5,100 tube containers of Matrimony Vine (*Lycium carolinianum*) along the dune and marsh platform as specified. Date and time for delivery and planting shall be coordinated with the DNR/CED.

1.1.2 The Marshhay Cordgrass, Bitter Panicum, Gulf Cordgrass, Sea Oats, Salt Grass and Matrimony Vine shall be planted five (5) ft and the Smooth Cordgrass three (3) ft on center in rows as shown on the Plans. The DNR/CED reserves to the right to modify the spacing and location of plants and rows; such modifications shall be accomplished through Change or Field Orders where appropriate.

1.2 Site Examination. Bidders are required to examine the site of work. Investigation of the site may show that sand bars, mudflats, rock, logs, stumps, snags, debris and other obstructions may be encountered. No removal or disposal of these obstructions shall be made.

1.2.1 The **Contractor** shall become familiar with the location and conditions of the Pelican Island to Chaland Pass Vegetative Plantings project area. The **Contractor** shall be aware of shallow waters, stumps, logs, sand bars, mudflats, and any obstructions near the site. Marine maps showing the location of nearby structures, channels, sandbars, and other pertinent information may be obtained from the U.S. Coast Guard.

1.2.2 The **Contractor** is advised to visit the site and determine the best unloading locations. The **Contractor** shall use maps and information for the site area, but must always judge site conditions because of ever changing conditions of tides and currents. No additional compensation shall be allowed for difficult access due to adverse weather and low tides. The **Contractor** shall verify the types of equipment necessary for accessing the site and completing the work as specified.

1.2.3 No dredging for site access, mobilization, or any other reason shall be allowed.

1.3 Permits. The **Contractor** shall be furnished with a copy of each permit issued and shall be responsible for compliance with all provisions and conditions. These permits do not relieve the responsibility of the **Contractor** from obtaining additional permits that may be needed to complete the work.

1.4 Special Permits. Copies of any special permits obtained by the **Contractor** to complete work shall be submitted to the DNR/CED.

- 1.5 Removal of Trash. The **Contractor** shall at all times keep all project and adjacent areas free from accumulations of waste material or rubbish caused by the **Contractors** employees or by the work, and at the completion of the work, all planting containers, debris, trash or other incidentals used by the **Contractor** shall be removed from the project area and properly disposed of prior to Final Inspection and Acceptance by the DNR/CED and demobilization.
- 1.6 Navigation. All operations in connection with the work shall be in accordance with the rules and regulations of the U.S. Coast Guard, and any deviations therefrom shall be by special permission which is the responsibility of the **Contractor**. Failure of the **Contractor** to familiarize himself with all terms, conditions and provisions of the rules and regulations applicable to the work shall not relieve him of his responsibility under the Contract.
- 1.7 Navigation Depths. Navigable depths shall not be impaired except as allowed by law regulating navigation in the area.
- 1.8 Existing Features. The **Contractor** shall be responsible for investigating, locating and protecting all existing facilities, structures, services, colonial nesting birds habitat areas, and pipelines on, above, or under the surface of the area where construction operations are to be performed.

TS-2 MOBILIZATION AND DEMOBILIZATION

- 2.1 Description. Mobilization consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to the project site; the establishment of offices, buildings and other facilities necessary for work on the project; the cost of bonds and any required insurance; and other preconstruction expenses necessary for start of the work, excluding the cost of construction materials. Such costs include, but are not necessarily limited to the following:
- 2.1.1 Fuel, lubrication, maintenance and repair of equipment.
 - 2.1.2 Temporary Construction facilities.
 - 2.1.3 Offshore radio telephones.
 - 2.1.4 Movement of all equipment and material to and from the project sites.
- Capital costs for equipment and such other costs may be prohibited by the contract documents or by law and shall not be included.
- 2.2 Arbitrary Mobilization by Contractor. No compensation will be made for any remobilization that may be required because of inclement weather, or any other circumstance. Should the **Contractor** elect to demobilize prior to completing the project, such demobilization and subsequent remobilization shall be at no cost to the DNR/CED.

- 2.3 Measurement and payment. All costs connected with mobilization and demobilization of all the **Contractor's** plant, equipment, personnel, and those of his subcontractors and other such costs in the contract documents for the Pelican Island to Chaland Pass Vegetative Plantings shall be paid for as outlined in the SCHEDULE OF BID ITEMS.

TS-3 PLANT MATERIAL REQUIREMENTS

- 3.1 All plants shall be obtained from a Louisiana licensed nursery grower. All plants shall be Louisiana-grown plant material and grown in Louisiana. The contracting nursery shall acclimate plant materials by growing plants in full sun conditions for at least thirty (30) days before planting. (i.e. not inside greenhouse, under glass, under shade cloth, etc.). A legible copy of all current state nursery license(s) and/or permit(s) issued to the contracting nursery (or nurseries, or their subcontractors) to be utilized by the **Contractor** shall be provided to the DNR/CED.
- 3.2 Certification shall be provided that all plant materials have been produced in accordance with federal and Louisiana state laws where applicable. Federal and State Quarantine Summaries are available through the Regulatory Affairs Director, American Nursery and Landscape Association, Washington, DC.
- 3.3 The **Contractor**, or its Subcontractor, shall secure all permits required in the transportation, collection, and propagation of nursery stock. A copy of all permits required in the transportation, collection, and propagation of nursery stock shall be provided to the DNR/CED.
- 3.4 Within thirty (30) days following the receipt of the Notice to Proceed the **Contractor** shall notify, in writing to the DNR/CED, that plant material is on the premises of the nursery (or nurseries) responsible for growing operations in an amount sufficient to propagate the required number of contract transplants. After submission of the nursery or nurseries to be utilized, the **Contractor** shall not change the selected source of plant materials without notifying the DNR/CED in writing.
- 3.5 Plants shall be free of defects, disfiguring, sun scalding, diseases, insects, insect eggs, borers, or other forms of infections or infestation.
- 3.6 Plants shall be available for inspection at the nursery by the DNR/CED and NOAA Fisheries. The **Contractor** and the nursery (or nurseries) shall make available for inspection to the DNR/CED, NOAA Fisheries and/or their **Inspectors**, the specified vegetation that is to be used for this project.
- 3.7 All plants shall be packed for delivery from the nursery to the delivery site and from the delivery site to the planting site in such a manner as to ensure adequate protection against climatic, seasonal, wind damage or other injuries during transit. Special care shall be taken for prompt delivery and careful handling in loading and unloading. Damaged plants shall be rejected by the DNR/CED and shall be removed and replaced immediately at the **Contractor's** expense.

- 3.8 Each individual shipment of plants to the delivery site shall be accompanied by a delivery slip indicating the following information: 1) source of plant material (nursery name), 2) species (scientific and common name and if applicable, cultivar), 3) plant size, 4) quantity being delivered, 5) date of delivery, and for Smooth Cordgrass, 6) date dug. Shipping slips are to be signed by the **Contractor**. Copies of the shipping slips shall be provided to the DNR/CED.

FERTILIZER

- 3.9 Each Bitter Panicum, Marshhay Cordgrass, Sea Oats, and Gulf Cordgrass plant shall be fertilized with one slow-release, high nitrogen fertilizer tablet. The tablet weight shall be no less than 15 grams nor greater than 25 grams. Each tablets shall contain no less than 15 percent nor more than 30 percent nitrogen. Each tablet shall be placed within two (2) to four (4) inches from the rootball edge and three (3) inches below normal ground immediately after planting. The Smooth Cordgrass, Salt Grass, and Matrimony Vine shall not be fertilized.

POTTING MEDIUM

- 3.10 The Potting medium (potting soil) shall be free of any foreign objects such as glass, shell, stones, pottery, or other debris not generally considered standard potting media. Acceptable potting medium shall be a homogeneous mixture of various concentrations of silt, sand, and/or clay separates with or without the addition of organic matter. Within thirty (30) days after the Notice to Proceed has been issued, the DNR/CED shall inspect the potting medium at the nursery for approval. Once the potting medium has been certified as acceptable by DNR/CED, further mixing or alteration with non-certified material shall not be allowed.

SALT HARDENING

- 3.11 Smooth Cordgrass plants shall be salt-hardened under ponding conditions to a minimum of fifteen (15) parts per thousand. Plants are to be salt-hardened to these levels for at least fourteen (14) consecutive days within one (1) week of delivery. All other plants shall not be salt hardened.
- 3.12 Smooth Cordgrass plants are to be salt hardened at increments of no more than five (5) parts per thousand per week.
- 3.13 The **Contractor** shall inform, in writing to the DNR/CRD, two (2) weeks prior to the commencement of salt hardening and of the methods by which Smooth Cordgrass shall be salt hardened.

PRUNING

- 3.14 Smooth Cordgrass stems longer than thirty six (36) inches shall be cut to facilitate transportation and planting; however, plant stems may not be cut shorter than thirty six (36) inches from the cut end to the stem-root interface. Salt Grass stems longer than ten (10) inches shall be cut to facilitate transportation and planting; however plant stems shall not be cut shorter than ten (10) inches. Stems shall not be broken or physically damaged during transportation or planting.

TS-4 PLANT TYPES

SMOOTH CORDGRASS

- 4.1 Acceptable Smooth Cordgrass plants for the purpose of this contract are nursery grown plants produced vegetatively from first generation foundation material and/or plants produced vegetatively as accessional generations from foundation materials of *Spartina alterniflora* cv. Vermilion. For this project Smooth Cordgrass shall be vegetative plugs. Plants produced from seed, cell and tissue culture lines, DNA fragments and pollen, or other methods of biotechnology are not acceptable.
- 4.2 The plant species *Spartina alterniflora* cv. Vermilion is a cultivated variety released by the USDA, Natural Resources Conservation Service, Golden Meadow Plant Materials Center (PMC) in 1989. The complete and proper name for acceptable plant materials for this contract is *Spartina alterniflora* Loisel cv. Vermilion.
- 4.3 Foundation material as it related to *Spartina alterniflora* cv. Vermilion and this contract is defined as and **shall meet all three of the following:**
- 1) Vegetative germplasm released and maintained by the Natural Resource Conservation Service, Golden Meadow PMC; and
 - 2) Foundation material provided directly to a nursery from the Golden Meadow PMC; and
 - 3) Vegetative propagules subsequently produced as direct accessional generations from the original foundation material provided to a nursery by the Golden Meadow PMC. That is, the plants shall be reproduced vegetatively by and at a nursery from its own foundation material obtained from the Golden Meadow PMC.
- 4.4 The Contractor shall provide official documentation that the nursery providing plant material has received foundation material for *Spartina alterniflora* cv. Vermilion from the Golden Meadow PMC.

4.5 Foundation Material for nursery propagation can be obtained from:

Golden Meadow PMC
438 Airport Road
Galliano, LA 70354
(985) 475-5280

4.6 Each Smooth Cordgrass vegetative plug transplant shall have a minimum of three (3) live stems, attached at the stem-root interface. At least two (2) of the three (3) stems shall have a minimum stem height/length of ten (10) inches from the stem-root interface to the stem (not leaf) tip. In addition, each plug shall have a root mass of not less than two (2) inches in diameter at the root crown, and with no less than a total of four (4) primary roots per plug. Plug roots shall not be less than six (6) inches in length from the point of attachment to the root tip when stretched out.

BITTER PANICUM

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4.7 Acceptable Bitter Panicum plants for the purpose of this contract are nursery grown plants produced vegetatively from first generation foundation material and/or plants produced vegetatively as accessional generations from foundation materials of *Panicum amarum* var. *amarum* cv. Fourchon. Plants produced from seed, cell and tissue culture lines, DNA fragments and pollen, or other methods of biotechnology are not acceptable.

4.8 The plant species *Panicum amarum* var. *amarum* cv. Fourchon is a cultivated variety released by the USDA, Natural Resources Conservation Service, Golden Meadow PMC.

4.9 Foundation material as it related to *Panicum amarum* var. *amarum* cv. Fourchon and this contract is defined as and **shall meet all three of the following:**

- 1) Vegetative germplasm released and maintained by the Natural Resource Conservation Service, Golden Meadow PMC; and
- 2) Foundation material provided directly to a nursery from the Golden Meadow PMC; and
- 3) Vegetative propagules subsequently produced as direct accessional generations from the original foundation material provided to a nursery by the Golden Meadow PMC. That is, the plants shall be reproduced vegetatively by and at a nursery from its own foundation material obtained from the Golden Meadow PMC.

4.10 The Contractor shall provide official documentation that the nursery providing plant material has received foundation material for *Panicum amarum* var. *amarum* cv. Fourchon from the Golden Meadow PMC.

- 4.11 Foundation Material for nursery propagation can be obtained from:

Golden Meadow PMC
438 Airport Road
Galliano, LA 70354
(985) 475-5280

- 4.12 Each four (4) inch container of *Panicum amarum* var. *amarum* cv. Fourchon shall have a minimum of three (3) live and actively growing stems. Each of the three (3) required stems shall have a minimum stem height/length of twelve (12) inches from the stem-root interface to the stem (not leaf) tip.

MARSHHAY CORDGRASS

- 4.13 Acceptable Marshhay Cordgrass plants for the purpose of this contract are nursery grown plants produced vegetatively from first generation foundation material and/or plants produced vegetatively as accessional generations from foundation materials of *Spartina patens* cv. Gulf Coast. For this project Marshhay Cordgrass shall be four (4) inch containers. Plants produced from seed, cell and tissue culture lines, DNA fragments and pollen, or other methods of biotechnology are not acceptable.
- 4.14 The plant species *Spartina patens* cv. Gulf Coast is a cultivated variety released by the USDA, Natural Resources Conservation Service, Golden Meadow Plant Materials Center (PMC) in 1989. The complete and proper name for acceptable plant materials for this contract is *Spartina patens* cv. Gulf Coast.
- 4.15 Foundation material as it related to *Spartina patens* cv. Gulf Coast and this contract is defined as and **shall meet all three of the following:**
- 1) Vegetative germplasm released and maintained by the Natural Resource Conservation Service, Golden Meadow PMC; and
 - 2) Foundation material provided directly to a nursery from the Golden Meadow PMC; and
 - 3) Vegetative propagules subsequently produced as direct accessional generations from the original foundation material provided to a nursery by the Golden Meadow PMC. That is, the plants shall be reproduced vegetatively by and at a nursery from its own foundation material obtained from the Golden Meadow PMC.
- 4.16 The Contractor shall provide official documentation that the nursery providing plant material has received foundation material for *Spartina patens* cv. Gulf Coast from the Golden Meadow PMC.
- 4.17 Foundation Material for nursery propagation can be obtained from:

Golden Meadow PMC
438 Airport Road
Galliano, LA 70354
(985) 475-5280

- 4.18 Each four (4) inch container of *Spartina patens* cv. Gulf Coast shall have a minimum of eight (8) live and actively growing stems. Each of the eight (8) required stems shall have a minimum stem height/length of twelve (12) inches from the stem-root interface to the stem (not leaf) tip.

GULF CORDGRASS

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- 4.19 Acceptable Gulf Cordgrass plants for the purpose of this contract are plants produced from an original collection of a Louisiana coastal *Spartina spartinae* ecotype; or plants produced as an accessional generation from foundation material originally collected as a Louisiana coastal *Spartina spartinae* ecotype.
- 4.20 Each four (4) inch container of *Spartina spartinae* shall have a minimum of six (6) live and actively growing stems per container. Each of the six (6) required stems shall have a minimum stem height/length of ten (10) inches from the stem-root interface to the stem (not leaf) tip.

SEA OATS

- 4.21 Acceptable Sea Oats plants for the purpose of this contract are nursery grown plants produced vegetatively from first generation foundation material and/or plants produced vegetatively as accessional generations from foundation materials of *Uniola paniculata* cv. Caminada. For this project Sea Oats shall be trade gallons containers. Plants produced from seed, cell and tissue culture lines, DNA fragments and pollen, or other methods of biotechnology are not acceptable.
- 4.22 The plant species *Uniola paniculata* cv. Caminada is a cultivated variety released by the USDA, Natural Resources Conservation Service, Golden Meadow Plant Materials Center (PMC) in 2001.

4.23 Foundation material as it related to *Uniola paniculata* cv. Caminada and this contract is defined as and **shall meet all three of the following**:

- 1) Vegetative germplasm released and maintained by the Natural Resource Conservation Service, Golden Meadow PMC; and
- 2) Foundation material provided directly to a nursery from the Golden Meadow PMC; and
- 3) Vegetative propagules subsequently produced as direct accessional generations from the original foundation material provided to a nursery by the Golden Meadow PMC. That is, the plants shall be reproduced vegetatively by and at a nursery from its own foundation material obtained from the Golden Meadow PMC.

4.24 The Contractor shall provide official documentation that the nursery providing plant material has received foundation material for *Uniola paniculata* cv. Caminada from the Golden Meadow PMC.

4.25 Foundation Material for nursery propagation can be obtained from:

Golden Meadow PMC
438 Airport Road
Galliano, LA 70354
(985) 475-5280

4.26 Each Sea Oats trade gallon container shall have a minimum of five (5) live stems, attached at the stem-root interface. At least two (2) of the five (5) stems shall have a minimum stem height/length of ten (10) inches from the stem-root interface to the stem (not leaf) tip.

MATRIMONY VINE

4.27 Acceptable Matrimony Vine plants for the purpose of this contract are plants produced from an original collection of a Louisiana coastal *Lycium carolinianum* ecotype; or plants produced as an accessional generation from foundation material originally collected as a Louisiana coastal *Lycium carolinianum* ecotype.

4.28 Each tube container of *Lycium carolinianum* shall have a minimum of one (1) live and actively growing stems per container. The stem shall have a minimum stem height/length of ten (10) inches from the stem-root interface to the stem (not leaf) tip.

SALT GRASS

- 4.29 Acceptable Salt Grass plants for the purpose of this contract are plants produced from an original collection of a Louisiana coastal *Distichlis spicata* ecotype; or plants produced as an accessional generation from foundation material originally collected as a Louisiana coastal *Distichlis spicata* ecotype.
- 4.30 Each four (4) inch container of *Distichlis spicata* shall have a minimum of six (6) live and actively growing primary stems per individual cell and have a minimum stem height of six (6) inches from the stem-root interface to the stem (not leaf) tip. A primary stem is defined as a vertical, self-supporting, upright stem with a primary root system developed below the soil surface. A stolon (runner) may count as a primary stem even though the stem may have lodged and is growing horizontally, providing: 1) the origin of the stolon's point of attachment is below the soil surface, 2) the stolon has developed its own primary root system below the soil surface, and 3) the stolon is not a secondary aerial branch of another primary stem. In addition, any secondary stem development from stolon nodes shall not be considered in the minimum number of primary stem irrespective of their stem height and root.

TS-5 PLANT SIZES AND CONTAINERS

VEGETATIVE PLUGS

- 5.1 All vegetative plug transplants shall consist of multi-stemmed, bare-root material, and shall meet the following specifications:
- 5.1.1 Vegetative plug transplants shall not be dug earlier than seventy two (72) hours prior to the time of delivery to the planting site.
- 5.1.2 All portions of the vegetative plug transplants, i.e., stems, roots and leaves, shall be specifically protected in such a manner as to ensure adequate protection against climatic, seasonal, mechanical, or other injury during transit, loading

and unloading, holding, and planting. Plugs can be protected by a number of acceptable methods such as wrapping with: 1) burlap, 2) sphagnum (or other water-holding mosses), 3) paper, 4) packing in water absorbing gels, or 5) a combination of materials. The Contractor shall contact the DNR/CED to confirm the suitability of packing materials prior to transporting or delivering any plants.

FOUR INCH CONTAINERS

- 5.2 Four (4) inch containers shall be square, rectangle, or round in shape and shall be individual containers, not molded trays or tray liners. Containers shall be at least four (4) inches (outside dimensions) across the top length and width, or diameter if round, and a minimum of three and one half (3-) inches deep. Containers shall be constructed of rigid plastics. Paper, polystyrene (Styrofoam), peats, or other biodegradable materials are not acceptable.

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GALLON CONTAINERS

- 5.3 Gallon containers shall be round in shape and shall be individual containers, not molded trays or tray liners. Containers shall be trade gallon in size. An acceptable trade gallon container shall have dimensions that are not less than five and three-quarter (5-3/4) inches nor more than six and one-half (6-) inches across the top (outside diameter) and not less than six (6) inches nor more than seven (7) inches in height (outside dimension). In addition, containers shall be constructed of rigid plastics; paper, polystyrene (Styrofoam), peats, or other biodegradable materials are not acceptable.

TUBE CONTAINERS

- 5.4 Tube containers are known by a number of commercial and informal names, such as Leach tube, cone-tainers, and deepots to name a few. For the purpose of this specification, tube container is described as a molded rigid tube-shaped container, having a two (2) inch minimum to a two and one half (2-1/2) inch maximum diameter opening at the top, tapering to a blunt point at the base with a seven (7) inch minimum to a ten (10) inch maximum depth. In addition to the diameter/depth requirements, tube containers shall also contain interior vertical anti-spiral ribs designed to force developing roots downward and prevent root spiraling.
- 5.5 Tube containers shall be individual tubes, not molded trays or tray liners. Tube containers must be constructed of rigid plastics. Paper, polystyrene (Styrofoam), peats, or other biodegradable materials are not acceptable.

TS-6 PLANT INSTALLATION

- 6.1 Plants shall be planted the same day they are delivered to the site if possible. Plants shall not become water stressed prior to planting. Plants shall retain their stem and leaf rigidity at all times indicating adequate moisture is being received. Plants shall be watered with water within the salinity ranges they were grown. The **Contractor** must take the necessary precautions to insure that plant materials received adequate water during all phases of the contract prior to actual planting; that is, transplants must stay moist during mobilization and while on site prior to planting. Plants appearing discolored, shriveled, dehydrated, or otherwise stressed shall be rejected.
- 6.2 Vegetative plug transplants shall be planted in a dug hole. The depth of the planting hole shall be fixed so that the stem-root interface shall be a minimum of one (1) inch below normal ground. The stem-root interface shall not be more than four (4) inches below normal ground. The planting hole shall be tightly closed around the plant and plants must remain erect after planting. (See Typical Planting Details)
- 6.3 All containerized plants shall be planted in a dug hole. The plant shall be removed from the container immediately prior to planting and placed into the hole. For Marshhay Cordgrass, Gulf Cordgrass, Salt Grass, Matrimony Vine, and Sea Oats the hole depth should be fixed so that the top surface of the plant root ball is one (1) inch below normal ground. For Bitter Panicum the hole depth should be fixed so that the top surface of the plant root ball is a minimum of two (2) inches and no more than four (4) inches below normal ground. (See Typical Planting Details)
- 6.4 The DNR/CED and/or its **Inspector** reserves the right to reject any plant material not meeting minimum specifications.

TS-7 PLANTING LAYOUT

- 7.1 The DNR/CED and/or its **Inspector** shall assist the **Contractor** in planting layout. The specific location of planting boundaries, rows, baselines, and colonial nesting bird habitat areas shall be marked on site by the **Contractor** as directed by the DNR/CED or its **Inspector**. The DNR/CED or its **Inspector** reserve the right to alter the boundaries, rows, and plant spacing, if necessary; such modifications shall be accomplished through Change or Field Orders where appropriate.
- 7.2 All plants shall be planted in rows unless otherwise specified by the DNR/CED. The Marshhay Cordgrass, Bitter Panicum, Gulf Cordgrass, Sea Oats, Salt Grass, and Matrimony Vine shall be planted five (5) ft and the Smooth Cordgrass three (3) ft on center in rows as shown on the Plans. The DNR/CED reserves to the right to modify the spacing and location of plants and rows; such modifications shall be accomplished through Change or Field Orders where appropriate.
- 7.3 Planting may only occur between March 1 and July 31, unless otherwise authorized in writing by the DNR/CED.

TS-8 COLONIAL NESTING BIRDS HABITAT AREAS

- 8.1 Vegetation shall not be established within nesting areas for colonial nesting birds which inhabit the island. Colonial nesting birds habitat areas shall be identified and staked by the **Contractor** as directed by the DNR/CED or the **Inspector** as stated in GP-35 CONSTRUCTION STAKES AND LINES. The **Contractor** shall avoid planting in or traversing all areas flagged, marked, or identified as colonial nesting birds habitat areas.

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TS-9 DELIVERABLES

8.1 Prior to Planting

- 8.1.1. Within fifteen (15) days after the receipt of the Notice to Proceed, the **Contractor** shall submit, in writing to the DNR/CED, a work plan and estimated work schedule to determine its acceptability. The work plan shall include information regarding:
- 8.1.1.1 The source(s) of all plant materials (nursery name, mailing and physical address, phone number, and name of contact person).
 - 8.1.1.2 A legible copy of all current and state nursery licenses and/or permits issued to the nursery or nurseries. A legible copy of all permits required in the transportation, collection, and propagation of nursery stock, if applicable.
 - 8.1.1.3 A letter from the nursery or nurseries supplying plant materials that it has received, read, and understands the plant specifications regarding this contract and that it will provide plant materials meeting these specifications.
 - 8.1.1.4 The types of equipment the **Contractor** proposes to use for delivering plant materials from the nursery to the delivery site and from the delivery site to the planting site and on the planting site to transport materials, personnel, etc., including methods of protecting plants during transportation.

8.1.1.5 The **Contractor's** proposed method of salt-hardening plants and watering plants prior to planting.

The estimated work schedule shall show the planned schedule of dates and time lines for the major elements of work required to complete the work described in these specifications, including but not limited to the anticipated dates of the following:

8.1.1.6 The date all plant materials are on the premises of the nursery or nurseries.

8.1.1.7 The anticipated dates that salt-hardening shall be commenced and completed

8.1.1.8 The anticipated date(s) for site layout and staking.

8.1.1.9 The anticipated initiation of delivery and planting operations at the work location.

8.1.1.10 The estimated duration of planting operations.

8.1.2 Within thirty (30) days following the receipt of the Notice to Proceed the **Contractor** shall notify, in writing to the DNR/CED, of the date that plant material is on the premises of the nursery (or nurseries) responsible for growing operations in an amount sufficient to propagate the required number of contract transplants.

8.1.3 After the Notice to Proceed, but before planting operations commence or materials are delivered, the **Contractor**, Subcontractors, DNR/CED, NOAA Fisheries and/or their **Inspector(s)** shall have a mandatory pre-planting meeting. This meeting shall be held at a mutually agreeable time and place to discuss pertinent details of the work schedules, etc. At the pre-planting meeting the **Contractor** shall provide the following to the DNR/CED:

1. Communication Plan
2. Work Schedule
3. Safety Plan Report
4. A written statement from the contract nursery (or nurseries) that all plants produced for use under this contract are true to name (species, variety or cultivar) and meet the requirements of this contract.

8.2 Weekly

8.2.1 The **Contractor** shall keep a daily record of plantings, including species and number of plants delivered and installed, any Field or Change Orders, compliance with the approved work schedule, watering methods, transportation of plants, installation methods, weather conditions (wind speed and direction, temperature, seas, sky conditions, and precipitation), and non working days which shall be included with the weekly reports of progress. The daily reports shall be

submitted to the DNR/CED at the weekly progress meeting, unless otherwise instructed by the DNR/CED.

8.3 Post Planting

- 8.3.1 The **Contractor** shall select, transport, and plant approximately 170,656 vegetative plugs of Smooth Cordgrass (*Spartina alterniflora* cv. Vermilion), 40,800 four (4) inch containers of Marshhay Cordgrass (*Spartina patens* cv. Gulf Coast), 110,000 four-inch four (4) inch containers of Bitter Panicum (*Panicum amarum* var. *amarum* cv. Fourchon), 35,700 four (4) inch containers of Gulf Cordgrass (*Spartina spartinae*), 5,100 four (4) inch containers of Salt Grass (*Distichlis spicata*), 5,100 one (1) gallon containers of Sea Oats (*Uniola paniculata* cv. Caminada), and 5,100 tube containers of Matrimony Vine (*Lycium carolinianum*) along the dune and marsh platform as specified.
- 8.3.2 The **Contractor** shall contact the DNR/CED a minimum of seventy two (72) hours prior to of anticipated completion for the purpose of Final Inspection and Acceptance.
- 8.3.3 The **Contractor** shall furnish the DNR/CED with copies of delivery slips, indicating the source of plant materials, date delivered, exact quantity, size, and species delivered, and date dug (Smooth Cordgrass) with each shipment of plant materials to the delivery site as specified.
- 8.3.4 The **Contractor** shall furnish the DNR/CED with one record copy of the Contract Documents at the site in proper order and marked to show all Field and Change Orders made by the DNR/CED.
- 8.3.5 The **Contractor** shall furnish the DNR/CED with a minimum of thirty-six (36) slides or digital images taken during planting as specified.