

**BID DOCUMENTS
FOR
RACCOON ISLAND
BREAKWATER REHABILITATION
PROJECT (TE-48)
TERREBONNE PARISH, LOUISIANA**



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

JUNE 2017

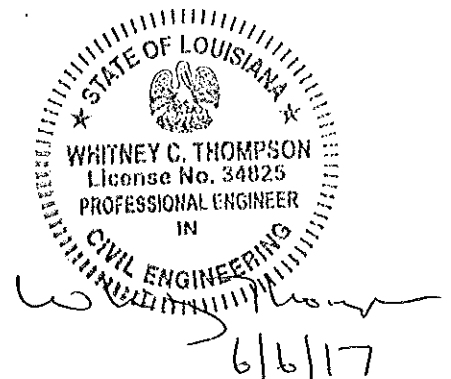


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LIST OF DRAWING SHEETS

| <u>SHEET NO.</u> | <u>DESCRIPTION</u> |
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| 1 | TITLE SHEET AND SITE LOCATION |
| 2 | GENERAL NOTES AND SUMMARY OF ESTIMATED QUANTITIES |
| 3 | ALIGNMENT TABLES |
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| 5 | PLAN VIEW BASE BID AND ADDITIVE ALTERNATE 1 |
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ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Coastal Protection and Restoration Authority, 150 Terrace Avenue, 4th Floor Conference Center, Baton Rouge, Louisiana 70802 until 2:00 P.M., **Wednesday, September 6, 2017.**

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

FOR: **Raccoon Island Breakwater Rehabilitation Project
Terrebonne Parish, Louisiana**

PROJECT NUMBER: **TE-0048**

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

COASTAL PROTECTION AND RESTORATION AUTHORITY (CPRA)
150 Terrace Avenue
Baton Rouge, LA 70804
Attn: Renee McKee
E-mail: cpra.bidding@la.gov Phone: (225) 342-0811 Fax: (225) 800-5596

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

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

A MANDATORY PRE-BID CONFERENCE WILL BE HELD
at **10:00 AM on Wednesday, August 23, 2017 at CPRA Thibodaux Regional Office, 1440 Tiger Drive, Suite B, Thibodaux, LA 70301**

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

Contact Brian Babin at (985) 447-0956 if directions are needed to the Mandatory Pre-Bid Conference.

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS

COMPLETION TIME:

The Bidder shall agree to fully complete the contract within **Ninety (90)** consecutive calendar days for the Base Bid, subject to such extensions as may be granted under Section GP-44 of the General Provisions and acknowledges that this construction time will start on or before the date specified in the written “Notice to Proceed” from the Owner. **Fourteen (14)** additional consecutive calendar days will be added if Additive Alternate 1 is awarded for a total contract time of **One Hundred Four (104)** days. **Fourteen (14)** additional consecutive calendar days will be added if Additive Alternate 2 is awarded for a total contract time of **One Hundred Eighteen (118)** days. **Thirty (30)** additional consecutive calendar days will be added if Additive Alternate 3 is awarded for a total contract time of **One Hundred forty-eight (148)** days.

LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of **Three Thousand Five Hundred Dollars (\$3,500.00)** for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the contract completion date stated on the “Notice to Proceed” or as amended by change order.

ARTICLE 1

DEFINITIONS

1.1 The Bid Documents include the following:

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

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

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

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

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

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

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

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

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

ARTICLE 2

PRE-BID CONFERENCE

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

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

ARTICLE 3

BIDDER'S REPRESENTATION

3.1 Each Bidder by making his bid represents that:

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

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

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

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

3.1.5 He is familiar with the Code of Governmental Ethics requirement that prohibits public servants

and/or their immediate family members from bidding on or entering into contracts; he is aware that the Designer and its principal owners are considered Public Servants under the Code of Governmental Ethics for the limited purposes and scope of the Design Contract with the State on this Project (see Ethics Board Advisory Opinion, No. 2009-378 and 2010-128); and neither he nor any principal of the Bidder with a controlling interest therein has an immediate family relationship with the Designer or any principal within the Designer's firm. (see La. R.S. 42:1113). Any Bidder submitting a bid in violation of this clause shall be disqualified and any contract entered into in violation of this clause shall be null and void.

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

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

ARTICLE 4

BID DOCUMENTS

4.1 Copies

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

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

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

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

misinterpretations resulting from the use of incomplete sets of Bid Documents.

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

4.2 Interpretation or Correction of Bid Documents

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

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

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

4.3 Substitutions

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

4.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Engineer at least seven (7) working days prior to the opening of bids. (RS38:2295C) Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data

and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the proposer to include in his proposal all changes required of the Bid Documents if the proposed product is used. Prior approval is given contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

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

4.4 Addenda

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

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

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

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

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

Protection and Restoration Authority.

ARTICLE 5

BID PROCEDURE

5.1 Form and Style of Bids

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

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

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

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

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

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

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

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

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

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

(a) Signature on bid is that of any corporate officer listed on the most current annual report on file with the Secretary of State, or the signature on the bid is

that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the Secretary of State.

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

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

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

5.2 Bid Security

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

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

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

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

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

5.3 Submission of Bids

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

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

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

Bids sent by express delivery shall be delivered to:
Coastal Protection & Restoration Authority
150 Terrace Avenue
Baton Rouge, LA 70802

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

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

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

5.4 Modification or Withdrawal of Bid

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

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

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

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

ARTICLE 6

CONSIDERATION OF BIDS

6.1 Opening of Bids

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

6.2 Rejection of Bids

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

6.3 Acceptance of Bid

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

ARTICLE 7

POST-BID INFORMATION

7.1 Submissions

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

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

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

or inactions of Subcontractors and/or material suppliers.

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

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

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

ARTICLE 8

PERFORMANCE AND PAYMENT BOND

8.1 Bond Required

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

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

8.2 Time of Delivery and Form of Bond

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

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

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

ARTICLE 9

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 Form to be Used

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

9.2 Award

9.2.1 Before award of the Contract, the successful Bidder shall furnish to the Owner a copy of a Disclosure of Ownership Affidavit stamped by the

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

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Facility Planning and Control
P.O. Box 94095
Claiborne Building
Baton Rouge, LA 70804
(Owner to provide name and address of owner)

BID FOR: Raccoon Island
Breakwater Rehabilitation Project
(TE-48)
Terrebonne Parish, Louisiana
(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: CB&I and dated: June 2017.
(Owner to provide name of entity preparing bidding documents.)

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

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

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

Alternate No. 1 *(Additional Rehabilitation - Breakwater 5: armor stone)* for the lump sum of:
_____ Dollars (\$ _____)

Alternate No. 2 *(Additional Rehabilitation - Breakwater 6: armor stone)* for the lump sum of:
_____ Dollars (\$ _____)

Alternate No. 3 *(Additional Rehabilitation - Breakwater 7: armor stone)* for the lump sum of:
_____ Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O) .

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: Facility Planning and Control
P.O. Box 94095
Claiborne Building
Baton Rouge, LA 70804
(Owner to provide name and address of owner)

BID FOR: Raccoon Island
Breakwater Rehabilitation Project
(TE-48)
Terrebonne Parish, Louisiana
(Owner to provide name of project and other identifying information)

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

| | | | | |
|--------------|--|------------------|------------|---|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Mobilization and Demobilization | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 1 | 1 | Lump Sum | | |

| | | | | |
|--------------|--|------------------|------------|---|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Breakwater Rehabilitation Armor Stone | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 2 | 10,678 | Tons | | |

| | | | | |
|--------------|---|------------------|------------|---|
| DESCRIPTION: | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> Breakwater Rehabilitation Armor Stone | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 3 | 1,958 | Tons | | |

| | | | | |
|--------------|---|------------------|------------|---|
| DESCRIPTION: | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>2</u> Breakwater Rehabilitation Armor Stone | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 4 | 1,668 | Tons | | |

| | | | | |
|--------------|---|------------------|------------|---|
| DESCRIPTION: | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>3</u> Breakwater Rehabilitation Armor Stone | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 5 | 3,064 | Tons | | |

| | | | | |
|--------------|--|------------------|----------------|---|
| DESCRIPTION: | <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Not Applicable | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 6 | Not Applicable | Not Applicable | Not Applicable | Not Applicable |

| | | | | |
|--------------|--|------------------|----------------|---|
| DESCRIPTION: | <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Not Applicable | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 7 | Not Applicable | Not Applicable | Not Applicable | Not Applicable |

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

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

BID BOND
FOR
COASTAL PROTECTION AND RESTORATION AUTHORITY PROJECTS

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

PRINCIPAL (BIDDER)

SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

BY: _____
AGENT OR ATTORNEY-IN-FACT(SEAL)

**RACCOON ISLAND REHABILITATION
PROJECT (TE-48)**
Name of Project

TE-48
Project No.

STATE OF _____

PARISH OF _____

ATTESTATIONS AFFIDAVIT

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

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

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

- | | |
|---------------------------------------|-----------------------------------|
| (a) Public bribery (R.S. 14:118) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:23) |

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

- | | |
|--|--|
| (a) Theft (R.S. 14:67) | (f) Bank fraud (R.S. 14:71.1) |
| (b) Identity Theft (R.S. 14:67.16) | (g) Forgery (R.S. 14:72) |
| (c) Theft of a business record (R.S.14:67.20) | (h) Contractors; misapplication of payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70) | (i) Malfeasance in office (R.S. 14:134) |
| (e) Issuing worthless checks (R.S. 14:71) | |

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

- A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

RACCOON ISLAND REHABILITATION
PROJECT (TE-48)
Name of Project

TE-48
Project No.

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

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

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

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

Sworn to and subscribed before me by Affiant on the ____ day of _____, 20__ .

Notary Public

FOR INFORMATION ONLY

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

CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND

This agreement entered into this _____ day of _____, 2017, by (CONTRACTOR NAME) hereinafter called the "Contractor", whose business address is _____, and the State of Louisiana Coastal Protection and Restoration Authority, herein represented by its Executive Director executing this contract, and hereinafter called the "Owner".

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

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

Project No. _____
State ID No. _____ Site Code _____

in strict accordance with Contract Documents prepared by Owner.

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

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

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

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

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

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

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

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

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

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

WITNESSES:

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

BY: _____
Michael Ellis, Executive Director

BY: _____

SURETY: _____

BY: _____
ATTORNEY IN FACT

ADDRESS

TELEPHONE NUMBER

STATE OF LOUISIANA
PARISH OF _____

PROJECT NO.: TE-48

NAME: Raccoon Island Rehabilitation Project

LOCATION: Terrebonne Parish

A F F I D A V I T

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

PART I.

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

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

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

PART II.

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

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

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

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

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2017.

NOTARY

PART I GENERAL PROVISIONS

GP-1 DEFINITION OF TERMS

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

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

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

post-bid documentation submitted prior to the Notice of Award, Contractor's Bid when attached as an exhibit to the Agreement, the Bonds (Bid and Performance/Payment), General Provisions, Special Provisions, Technical Specifications, Plans, and all Field or Change Orders issued after the execution of the Agreement. Shop Drawings and other submittals by the Contractor are not Contract Documents.

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

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

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

GP-2 BID REQUIREMENTS

The Contract and Bonds which govern the Work shall be performed in accordance with the Plans, Specifications, and the Louisiana Standard Specifications for Roads and Bridges, 2006 edition. The Bidder understands that all quantities for performing the Work have been estimated by the Engineer, and that the Bid shall be the sum of the quantities multiplied by their respective unit rates. The Contract shall be awarded by the Owner through a comparison of all bids. It is the responsibility of each Bidder before submitting a Bid to:

- 2.1. Examine the Bidding Documents including the Plans and Specifications and any Addenda or related data identified in the Bidding Documents;
- 2.2. Visit the Project Site to become familiar with the local conditions if they are believed to affect cost, progress, or the completion of the Work;
- 2.3. Become familiar and satisfied with all federal, state, and local Laws and Regulations that may affect cost, progress, or the completion of the Work;
- 2.4. Study and correlate all information known to the Bidder including observations obtained from Bidder's visits, if any, to the Project Site, with the Bidding Documents;

- 2.5. Submit a written notice to the Engineer within three (3) days regarding any conflicts, errors, ambiguities, or discrepancies discovered in the Bidding Documents and confirm that the written resolution thereof by the Engineer is acceptable to the Bidder; and
- 2.6. Determine that the Bidding Documents are generally sufficient to convey an understanding of all terms and conditions for completing the required Work.

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

GP-3 AVAILABILITY OF PLANS AND SPECIFICATIONS

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

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

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

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

The obligations imposed by these specifications are in addition to and are not to be construed in any way as a limitation of any rights available to the Engineer or Owner which are otherwise imposed by any laws or regulations or other provisions within the Contract Documents.

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

GP-5 PRE-BID CONFERENCE AND SITE VISIT

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

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

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

GP-6 NOTICE OF AWARD

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

GP-7 NOTICE TO PROCEED AND CONTRACT TIME

The Contractor shall start the Work and begin the Contract Time on the dates provided in the Notice to Proceed. The Work shall be conducted using sufficient labor, materials, and equipment as necessary to ensure completion within the Contract Time. The Contract Time for

completion of the Base Bid for the Work is provided in the Instructions To Bidders, unless an extension is granted to the Contract Time as specified in GP-44. If the Bid contains an Alternate Bid(s), and the Alternate Bid(s) is awarded and included in the Contract, the Contract Time associated with the Alternate Bid(s) will be as provided in the Instructions To Bidders.

GP-8 WORK PLAN

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

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

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

GP-9 PROGRESS SCHEDULE

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

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

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

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

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

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

GP-10 DAILY PROGRESS REPORTS

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

- a. Date and signature of the author of the report;
- b. Dollar amount of all bid items that are fabricated, installed, backfilled, pumped, constructed, damaged, replaced, etc. The amount of material shall be expressed in the units stated in the bid;
- c. Field notes of all surveys;
- d. Notes on all inspections;
- e. Details of Health and Safety meetings;
- f. A brief description of any Change Orders, Field Orders, Claims, Clarifications, or Amendments;

- g. Condition of all navigation aids (I.E., warning signs, lighted marker buoys) and any repairs performed on them;
- h. Weather conditions (adverse weather day, wind speed and direction, temperature, wave height, precipitation, etc.);
- i. The amount of time lost to severe weather or personnel injury, etc;
- j. Notes regarding compliance with the Progress Schedule;
- k. Visitor log (Instructions for format will be furnished by the Field Engineer).

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

GP-11 HURRICANE AND SEVERE STORM PLAN

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

- a. What type of actions will be taken before storm strikes at the Project Site. The plan should specify what weather conditions or wave heights will require shutdown of the Work and removal of equipment, personnel, etc.
- b. Notes from continuous monitoring of NOAA marine weather broadcasts and other local commercial weather forecasts.
- c. Equipment list with details on their ability to handle adverse weather and wave conditions.
- d. List of safe harbors or ports and the distance and travel time required to transfer equipment from the Project Site.
- e. Hard copies of any written approvals or operations schedules associated with the use of the safe harbors or ports.
- f. Method of securing equipment at the safe harbors or ports.
- g. List of tug boats and work boats and their respective length, horsepower, etc. which will adequately transfer the equipment to safe harbor or port under adverse weather conditions.
- h. Methods which will be used to secure equipment left onsite during adverse weather conditions.
- i. Evacuation or immediate reaction plans to be taken by personnel for sudden storm occurrences.

- j. Operations procedures which will be used to secure critical dredging equipment such as spuds, swing wires, anchor wires, or tugs during adverse weather conditions.
- k. Communications protocol with local law enforcement and fire and rescue agencies.

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

GP-12 HEALTH AND SAFETY PLAN AND INSPECTIONS

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

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

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

GP-13 PROGRESS MEETINGS AND REPORTS

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

GP-14 PRE-CONSTRUCTION CONFERENCE

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

GP-15 CONTRACT INTENT

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

GP-16 ENGINEER AND AUTHORITY OF ENGINEER

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

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

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

GP-17 CONFORMITY WITH PLANS AND SPECIFICATIONS

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

GP-18 CLARIFICATIONS AND AMENDMENTS TO CONTRACT DOCUMENTS

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

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

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

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

GP-19 SUBCONTRACTS

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

GP-20 WORKERS, METHODS, AND EQUIPMENT

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

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

All equipment, products, and material incorporated into the Work shall be as specified, or if not specified, shall be new, of good quality, and protected, assembled, used, connected, applied,

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

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

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

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

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

GP-21 ACCIDENT PREVENTION, INVESTIGATIONS, AND REPORTING

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

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

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

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

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

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

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

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

GP-24 LAND RIGHTS

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

GP-25 UTILITIES

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

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

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

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

GP-26 PERMITS

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

GP-27 PROJECT SITE CLEAN-UP

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

GP-28 OWNER INSPECTION

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

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

GP-29 DUTIES OF RESIDENT PROJECT REPRESENTATIVE

A Resident Project Representative shall be assigned by the Engineer to the Project Site to observe the Contractor and monitor the progress and manner in which the Work is being

performed. The Resident Project Representative will also report to the Engineer and Contractor whenever materials or Work fail to comply with the Contract. The Resident Project Representative is authorized to reject any materials or suspend work which does not comply with the Contract until the issue is resolved by the Engineer.

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

GP-30 CONSTRUCTION STAKES, LINES, AND GRADES

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

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

GP-31 CONTRACTOR'S RESPONSIBILITY FOR WORK

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

GP-32 ENVIRONMENTAL PROTECTION

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

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

Construction operations in rivers, streams, lakes, tidal or coastal waters, reservoirs, canals, wetlands, and any other impoundments shall be restricted to areas where it is necessary to accomplish the Work and performed in accordance with any applicable federal, state, and local laws,

regulations, permit requirements, and guidelines, and the Contractor shall conduct the Work in a manner that will not cause damaging concentrations of silt or pollution to water.

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

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

GP-33 SANITARY PROVISION

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

GP-34 PAYMENT OF TAXES

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

GP-35 RADIO AND TELEPHONES

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

GP-36 NAVIGATION

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

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

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

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

GP-37 OBSTRUCTION TO NAVIGATION

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

GP-38 MARINE VESSELS AND MARINE ACTIVITIES

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

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

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

GP-39 RECORD KEEPING

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

GP-40 CERTIFICATES OF COMPLIANCE

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

GP-41 SUBMITTALS

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

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

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

GP-42 CLAIMS FOR EXTRA COST

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

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

GP-43 ALTERATION OF THE CONTRACT AND COMPENSATION

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

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

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

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

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

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

GP-44 EXTENSION OF CONTRACT TIME

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

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

45.1 TERMINATION FOR CAUSE

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

- a. The Work is not begun within the time specified in the Notice to Proceed; or
- b. The Work is performed with insufficient workmen, equipment, or materials to assure prompt completion; or

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

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

45.2 TERMINATION FOR CONVENIENCE

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

GP-46 TEMPORARY SUSPENSION OF WORK

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

the Work is suspended in the interest of the Owner, the Contractor shall make due allowances for the lost time.

GP-47 NON-CONFORMING AND UNAUTHORIZED WORK

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

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

GP-48 CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

GP-49 BREACH OF CONTRACT

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

GP-50 NO WAIVER OF LEGAL RIGHTS

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

GP-51 LIABILITY FOR DAMAGES AND INJURIES

To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner, Engineer, and their officers, employees, representatives, and/or agents from all suits, actions, claims, costs, losses, demands, and judgments (including but not

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

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

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

GP-52 LIABILITY FOR LOSSES BY ACTS OF THE GOVERNMENT

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

GP-53 SUBSTANTIAL COMPLETION

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

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

If the inspection discloses any work as being unsatisfactory or incomplete and such work generates a formal punch list, the Engineer will give the Contractor instructions for correction of same, and the Contractor shall immediately comply with such instructions. Upon satisfactory completion of the corrections, when a "Punch List" is generated, the Engineer shall

prepare a "Recommendation of Acceptance" incorporating the punch list and submit to the Owner. Upon approval of the Recommendation of Acceptance, the Owner may issue a Notice of Acceptance of the Contract which shall establish the date of Substantial Completion.

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

If the dollar value of the punch list exceeds the amount of funds, less retainage amount, in the remaining balance of the Contract, the Project shall not be accepted as Substantially Complete. If the funds remaining are less than required to complete the punch list work, the Contractor shall pay the difference. The provisions listed above shall not be subject to waiver.

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

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

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

GP-54 FINAL INSPECTION AND ACCEPTANCE

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

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

GP-55 AS-BUILT DRAWINGS

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

GP-56 COMPLETION OF CONTRACT

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

GP-57 CONTRACTOR'S GUARANTEE

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

- a. The guarantee shall include:
 1. A written warranty by the manufacturer for each piece of installed project equipment or apparatus furnished under the Contract.
 2. Any necessary repair or replacement of the warranted equipment during the guarantee period at no cost to the Owner.
 3. Satisfactory operation of installed equipment including, but not limited to, any mechanical and electrical systems furnished and constructed under the Contract during the guarantee period. The Contractor shall repair all equipment which fails due to defective materials or faulty workmanship during the guarantee period. The Contractor shall also be liable for all other ancillary expenses incurred by the Owner due to the failure.
- b. The guarantee shall exclude defects or damage caused by:
 1. Abuse or improper modification, maintenance, or operation by anyone other than the Contractor; or
 2. Wear and tear under normal usage.

- c. This obligation by the Contractor shall be absolute. The following actions will not constitute acceptance of non-conformance Work or release the Contractor from obligation to furnish the Work in accordance with the Contract Documents:
1. Observations by the Owner or Engineer; or
 2. Recommendations by the Engineer or payment by the Owner; or
 3. Use of the Work by the Owner; or
 4. Issuance of a notice of acceptance by the Owner pursuant to the provisions of GP-53, or failure to do so; or
 5. Any inspection, test, or approval by others; or
 6. Any correction to non-conforming work by the Owner.

GP-58 DISPUTE RESOLUTION

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

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

GP-59 PAYMENT

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

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

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

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

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

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

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

GP-60 PAYMENTS WITHHELD

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

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

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

GP-61 LIENS

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

GP-62 EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

GP-63 ANTI-KICKBACK CLAUSE

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

GP-64 SUSPENSION/DEBARMENT

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

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

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

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

GP-65 LOUISIANA FIRST HIRING ACT

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

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

END OF PART I - GENERAL PROVISIONS

PART II SPECIAL PROVISIONS

SP-1 PRECEDENCE OF CONTRACT DOCUMENTS

These Contract Provisions, Specifications, Plans, Bid Forms, Appendices, and supplementary documents are essential parts of the Contract. A requirement occurring in one is as binding as though occurring in all. These documents are intended to be complementary and to describe and provide for a complete work. In the case where a conflict occurs, the order of precedence of the Contract Documents is as follows:

- Permits from other agencies as may be required by law
- Change Orders
- Contract Agreement
- Addenda
- Bid Forms
- Notice to Bidders
- Instructions to Bidders, Policies, and Procedures
- Special Provisions
- Technical Specifications
- General Provisions
- Plans
- Appendices

Calculated dimensions will govern over scaled dimensions. Follow GP-2 if any conflicts, errors, ambiguities, or discrepancies are discovered within the listed documents.

SP-2 LOCATION OF WORK

The Raccoon Island Rehabilitation Project is located in Terrebonne Parish, Louisiana west of Trinity Island. The project area is located approximately 20 miles southwest of the community of Cocodrie. The breakwater field is seaward of the island.

SP-3 WORK TO BE DONE

The Work to be performed under these Plans and Specifications shall include, but not be limited to, furnishing all labor and materials including mobilization and demobilization at or to the Project Site, to place armor stone on one (1) groin and five (5) existing breakwaters as part of the Base Bid, and if awarded, an additional three (3) existing breakwaters, each included as a separate Additive Alternate.

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

- 3.1 Armor Stone Installation: Approximately 10,678 tons of armor stone shall be placed in the locations and to the elevations depicted in the Plans in accordance with the Contract Documents for the Base Bid. Additive Alternate 1 increases the armor stone quantity by 1,958 tons to be placed on Breakwater 5. Additive Alternate 2 increases the armor stone quantity by 1,668 tons to be placed on Breakwater 6. Additive Alternate 3 increases the armor stone quantity by 3,064 tons to be placed on Breakwater 7.
- 3.2 Pre-construction Survey: This includes surveying the profiles shown on the Plans and required in these Specifications prior to construction for the Base Bid and Additive Alternates. Prior to construction, the survey profiles established in the design survey shall be resurveyed for bathymetry

and topography. During construction, surveys for quality control shall be performed as deemed necessary by the Contractor and as requested by the Engineer.

- 3.3 As-built Survey: This includes surveying the profiles shown on the plans and required in these specifications following construction for the Base Bid and Additive Alternates.
- 3.4 Use of Equipment: The Equipment used for the Work shall be operated within the boundaries of the Project Construction Limits and away from existing vegetated wetlands or any other sensitive areas. The Contractor shall be responsible for returning all disturbed wetlands to pre-existing conditions at no expense to the Owner.

SP-4 GENERAL REQUIREMENTS

- 4.1 Scope: The Work covered under these Plans and Specifications consists of furnishing all plant, labor, materials, and equipment for performing all required Work for the mobilization, demobilization, and placement of armor stone in accordance with these Specifications and in conformity to the lines, grades, and elevations shown in the Plans or as directed by the Engineer. Major tasks associated with this Work include, but may not necessarily be limited to, the following:
 - 4.1.1 Surveying: This item includes surveying the breakwater and groin profiles shown in the Plans for the Base Bid and Additive Alternates. All quality control and acceptance surveys shall be performed by approved Contractor personnel at no direct pay.
 - 4.1.2 Armor Stone Placement: This item includes installation of armor stone at the locations and elevations shown in the Plans for the Base Bid and Additive Alternates.
- 4.2 Site Examination: Bidders are required to examine the Project Site and determine the character of the work to be performed and the nature of the terrain. Further investigation of the site may show that logs, stumps, snags, debris, and other obstructions may be encountered. No separate payment for removal and disposal of these obstructions shall be made.

Before submitting a Bid, each Bidder should: (a) examine the Bid Documents thoroughly; (b) visit the Project Site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the Work; (c) familiarize himself with Federal, State, and Local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; (d) review such geotechnical data that is on file in the Engineering Division of the Coastal Protection and Restoration Authority or available from other sources and which concerns the area of work; and (e) study and carefully correlate Bidder's observations with the Bid Documents.

Bidders must inspect the Project Site prior to Bid Submittal. Bidders may access the Project Site to conduct such observations, investigations, and tests as the Bidder deems necessary for submission of his Bid. He shall, however, conform to such restrictions as may be imposed by agreements, permits, etc. See SP-7 Landowner and Leaseholder Requirements of the Special Provisions for details of other restrictions and requirements.

- 4.3 Permits: The Owner has obtained a Coastal Use Permit from the Louisiana Department of Natural Resources, Office of Coastal Management; Clean Water Certificate from Louisiana Department of Environmental Quality; and 404 Corps of Engineers Permit. The Contractor will be furnished with a copy of these permits 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. Copies of any special permits obtained by the Contractor to complete the Work must be submitted to the Owner.

- 4.4 Removal of Trash: The Contractor shall remove all debris, trash, and garbage resulting from construction activities at the site within three (3) Days after completion of the construction activities. The Contractor must keep project area clean at all times.
- 4.5 Placement of Material: The Contractor shall not deposit armor stone or other material into areas other than those shown in the Plans or stated in the permits without approval of the Engineer.
- 4.6 Navigation: All operations in connection with the Work shall be in accordance with Subsection 107.09, Navigable Waters and Wetlands, of the Louisiana Standard Specification for Roads and Bridges, 2006. 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. Navigable depths shall not be impaired except as allowed by laws regulating navigation in the area.
- 4.7 Existing Features: The Contractor shall be responsible for investigating, locating, and protecting all existing facilities, structures, services, and pipelines on, above, or under the surface of the area where operations are to be performed. The Owner will not be held responsible for damage to the Contractor's Equipment, employees, Subcontractors, adjacent property owners, or anyone else connected with the project due to encountering objects above and/or below the water line.

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

SP-5 CONTRACT DATES AND MILESTONES

| Milestone | Location or Recipient | Date Due |
|---|--|--|
| Bid Advertisement | Publication | As Advertised |
| Pre-Bid Conference and Site Visit | Advertisement for bids | As Advertised |
| Questions on Bid Documents | cpra.bidding@la.gov | Provided in Instruction to Bidders (or as announced at the Pre-Bid Conference) |
| Effective Date of Contract | Contractor and Owner | Stated in Contract |
| Start of Contract Time | Contractor and Owner | As stated in Notice to Proceed |
| Work Plan | Submit to Engineer | At least 14 days prior to the pre-construction conference |
| Material and Equipment Transport, Storage and, Access | Submit to Engineer | At least 14 days prior to the pre-construction conference |
| Stone Certification | Submit to Engineer | At least 14 days prior to the pre-construction conference |
| Progress Schedule | Contractor and Engineer | At least 14 days prior to the pre-construction conference, bi-weekly thereafter |
| Superintendent Qualifications | Engineer | Prior to pre-construction conference |
| List of Subcontractors | Engineer | Prior to awarding subcontracts |
| Pre-Construction Conference | Contractor and Engineer | As determined by the Engineer after the Notice to Proceed is issued |
| Progress Meetings and Reports | At Project Site | Bi-weekly or as determined at the Pre-Construction Conference (See GP-13, GP-39) |
| Written Notice of Completion of Work | Engineer | Upon substantial completion of Work |
| Pre-construction Survey | Engineer | After pre-construction meeting and 21 days prior to the start of construction |
| As-Built Survey and Drawings | Deliver to Engineer | Prior to Final Inspection as scheduled by the Engineer |
| End of Contract Time | Project Site | 90 calendar Days after Notice to Proceed for Base Bid, 14 additional calendar days if Additive Alternate 1 is awarded, 14 additional calendar days if Additive Alternate 2 is awarded, 30 additional calendar days if Additive Alternate 3 is awarded. |

SP-6 DELIVERABLES

6.1 Prior to Construction

6.1.1 The Contractor shall submit all documents to the Engineer prior to the Pre-Construction Conference required by GP-8, GP-9, GP-10, GP-11, and GP-12:

6.1.1.2 Environmental Protection Plan as specified in Section EP-11.

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

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

6.1.2.2 Potential construction corridors (other than from what is provided, if needed) which may be approved on an as needed basis.

6.1.3 The Contractor shall submit a pre-construction survey a minimum of twenty-one (21) calendar days prior to the start of work as specified in Section TS-2 of the Technical Specifications.

6.1.4 Material and Equipment Transport, Storage and Access: At least fourteen (14) days prior to the pre-construction conference, the Contractor shall provide to the Engineer a description of the routes and areas he intends to use to transport and store material and equipment during the breakwater/groin construction. The description shall also describe how the Contractor intends to access the Work area. All transport routes, storage areas, access areas, and mooring locations and facilities are subject to review by the Engineer for compliance with the Plans and Specifications.

6.1.5 Stone Certification: At least (14) days prior to the pre-construction conference, information regarding the stone source and stone certification with the name, location, and telephone number of the vendor(s) and quarry(s) from which stone materials will be supplied, shall be provided to the Engineer for review prior to delivery of stone material to the project site. The stone certification shall be based upon an independent laboratory analysis of the rock's specific gravity, and shall indicate the standards by which the results were developed.

6.2 During Construction

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

6.2.1 The results of all surveys and calculations as specified in TS-3;

6.2.2 Progress Schedule as specified in GP-9;

6.2.3 Daily Progress Reports as specified in GP-10;

6.2.4 The Contractor shall provide records of the net weight of rock transported to the Work site and the number of rocks (boulders). The Contractor shall provide the Engineer with a weekly cumulative total of all rock delivered to the project site and a total of all rock placed by numbers and by weight. Signed weight tickets and any other records shall be provided to the Engineer weekly.

Daily Progress Reports shall be submitted daily following issuance of the Notice to Proceed until project completion. A copy of the typical Daily Progress Report shall be submitted to the Engineer with the Work Plan.

6.2.5 Progress Meeting Reports as specified in Section GP-13 of the General Provisions;

6.2.6 Copies of all inspection reports;

6.2.7 All Change Orders, Field Orders, Claims, clarifications, and amendments;

6.2.8 Results of any Materials testing.

6.3 Administrative Records

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

U.S. Coast Guard
Commander, Eighth Coast Guard District
Hale Boggs Federal Building
500 Poydras Street
New Orleans, LA 70130
504-671-2107

6.3.2 National Ocean Service Notification: At least thirty (30) Days prior to commencement of Work on this Contract, the Contractor shall notify the National Ocean Service (NOS) in writing of activity in navigable waters. Upon completion of the work, the NOS shall be notified and a drawing certifying the location and configuration of the completed activity shall be included (a certified permit drawing may be used). A copy of the notification shall be provided to the Owner and Engineer prior to the commencement of construction.

Director National Ocean Service
Office of Coast Survey, N/CS261
1315 East West Highway
Silver Springs, Maryland 20910-3282

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

- 6.3.4 Private Aids to Navigation: The Contractor shall obtain approval for all aids, including, but not limited to, temporary navigation aids, warning signs, buoys, and lights, required to conduct the Work specified in this Contract. The Contractor shall obtain a temporary permit from the U.S. Coast Guard for all buoys or aid markers to be placed in the water prior to installation. The permit application shall state the position, color, and dates to be installed and removed for all aid markers and be submitted to the U.S. Coast Guard. Aid markers and lights shall not be colored or placed in a manner that they will obstruct or be confused with navigation aids. Copies of the application and permit shall be submitted to the Owner and Engineer seven (7) Days prior to commencement of operations.
- 6.3.5 Notification of Discovery of Historical or Cultural Sites: If during construction activities the Contractor observes items that may have prehistoric, historical, archeological, or cultural value, the Contractor shall immediately cease all activities that may result in the destruction of these resources and shall prevent his employees from trespassing on, removing, or otherwise damaging such resources. Such observations shall be reported immediately to the Owner, Engineer, and Resident Project Representative so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special dispositions of the finds should be made. The Contractor shall report any observed unauthorized removal or destruction of such resources by any person to the Owner and Engineer so the appropriate State of Louisiana authorities can be notified. The Contractor shall not resume Work at the site in question until State authorities have rendered judgment concerning the artifacts of interest.
- 6.4 Post Construction: The Contractor shall contact the Engineer by phone a minimum of five (5) working Days prior to the anticipated completion of the Work in order to schedule the Final Inspection and gain Acceptance by the Engineer. As-Built Drawings as specified in Section GP-55 of the General Provisions shall also be submitted to the Engineer.
- 6.5 Summary of Project Submittals: The following table is a summary of Submittals required of the Contractor as part of this section and other sections of these Specifications:

| Specification | Deliverable | Submittal |
|----------------------|--------------------------------------|--|
| GP-8 | Work Plan | At least 14 Days prior to the pre-construction conference |
| GP-8 | Work Plan Updates | Pre-Construction Conference |
| GP-9 | Progress Schedule | Within 15 days of Notice to Proceed |
| GP-9 | Progress/Work Schedule | Prior to Pre-construction conference |
| GP-9 | Progress Schedule | Bi-weekly as determined at the Pre-Construction Conference |
| GP-10 | Typical Daily Progress Report | At least 14 Days prior to the pre-construction conference |
| GP-10 | Daily Progress Reports | Daily by 12:00 PM (noon) to the Resident Project Representative and Engineer |
| GP-11 | Hurricane and Severe Storm Plan | At least 14 Days prior to the pre-construction conference |
| GP-12 | Health and Safety Plan | At least 14 Days prior to the pre-construction conference |
| GP-13 | Typical Progress Meeting Report | At least 14 Days prior to the pre-construction conference |
| GP-19 | Names of all Subcontractors | Prior to awarding subcontracts |
| GP-53 | Written Notice of Completion of Work | Upon substantial completion of work |

| | | |
|-------|-------------------------------------|--|
| GP-55 | As-Built Drawings | Prior to Final Acceptance |
| SP-6 | Copies of Inspection Reports | During Construction |
| SP-6 | Potential Construction Corridors | Pre-Construction Conference |
| SP-6 | Results of Materials Testing | During Construction |
| SP-6 | National Ocean Service Notification | 30 Days Prior to Commencement of Work |
| SP-6 | Relocation of Navigation Aids | At least 7 Days prior to relocating navigation aids |
| SP-6 | Aids Permit | At least 7 Days prior to the commencement of offshore work |
| SP-6 | Historic Cultural Sites | Immediately upon discovery. Submit to Engineer, Owner, and Resident Project Representative |
| SP-6 | Notice to Mariners | 7 Days Prior to Start of Construction |
| SP-12 | Accident Prevention Plan | At least 14 Days prior to the pre-construction conference |
| TS-4 | Results of Surveys and Calculations | At least 4 Days prior to Acceptance notification |
| TS-2 | Pre-Construction Survey | 21 Days Prior to the Start of Construction |
| EP-11 | Environmental Protection Plan | At least 14 Days prior to the pre-construction conference |

SP-7 LANDOWNER AND LEASEHOLDER REQUIREMENTS

1. Prior to the initiation of the proposed project, the Contractor shall notify Vaughan McDonald, (225) 763-8807, in writing, their intent to begin the project and give a brief outline of the project schedule.
2. The Contractor shall notify Mr. Lance Campbell, (337) 373-0032, prior to any activities within Isles Dernieres Barrier Island Refuge (IDBIR).
3. The Contractor shall be responsible for repairing any damages to IDBIR as a result of their operations.
4. The Contractor shall hold harmless, defend and indemnify GRANTOR, the state, the Louisiana Wildlife and Fisheries Commission, their assigns, agents, and employees (including volunteers) against any and all claims for property damage and bodily injury (including death) which may arise as a result of the proposed project, including all claims which are alleged to be a result of the negligence of the GRANTOR, the state, the Wildlife and Fisheries Commission, their assigns, agents, or employees (including volunteers).

The project has been reviewed for potential impacts to resources of concern to the Louisiana Natural Heritage Program for the portion of the project that lies within IDBIR. Three species of concern may potentially be impacted as a result of this project (Piping Plover - *Charadrius melodus*, Wilson's Plover - *Charadrius wilsonia*, and Snowy Plover - *Charadrius alexandrius*). Additionally, Waterbird nesting colonies, Coastal Dune Grasslands, and Marine submergent vascular vegetation may be impacted as a result of the proposed project

Piping Plover

The piping plover (*Charadrius melodus*) may occur within one mile of the project area. This species is federally listed as threatened with its critical habitat designated along the Louisiana coast. Piping Plovers winter in Louisiana feeding at intertidal beaches, mudflats, and sand flats with sparse emergent vegetation. Primary threats to this species are destruction and degradation of winter habitat, habitat alteration through

shoreline erosion, woody species encroachment of lake shorelines and riverbanks, and human disturbance of foraging birds. For more information on piping plover critical habitat, visit the U.S. Fish and Wildlife website: <http://endangered.fws.gov>. Contact Bridgette Firmin with the United States Fish & Wildlife Service at (337) 291-3132 to coordinate activities.

Wilson's Plover

Our database indicates an occurrence of Wilson's Plover (*Charadrius wilsonia*) in the project area. This is a species of special concern. It holds a state rank of S1S3B, S3N and is considered critically imperiled/rare in Louisiana. During the breeding season, the Wilson's Plover occurs in eastern and southern coastal areas of the United States. It winters from southern coastal Florida south to northern South America, usually along the Atlantic and Gulf coasts. Wilson's plover is locally common on beaches, sand flats, and fresh dredged-material. The birds feed on tidal mudflats and sandy beaches where marine invertebrates are abundant. The breeding season begins in early April and extends into August. Nesting occurs on sandy beaches near the coast. The Wilson's Plover is a colonial nester nesting in loose groups sometimes with oystercatchers and terns. Threats include habitat loss/degradation due to coastal development, beach stabilization and renourishment, and sediment diversion; disturbance by humans and their pets to roosting and/or breeding birds; environmental contaminants; and un-naturally high populations of predators.

Snowy Plover

An occurrence of Snowy Plover (*Charadrius alexandrinus*) has been indicated in the project area. This species holds a state rank of S1B, SN and is considered critically imperiled in Louisiana. The Snowy Plover winters along the Gulf Coast and can be found year round in southwest Louisiana. This species occurs on beaches, dry mud or salt flats, and the sandy shores of rivers, lakes, and ponds, and nests where vegetation is sparse or absent. A major threat to the Snowy Plover is the alteration of coastal habitat. We recommend that you take the necessary precautions to protect the critical habitat of this species. If you have any questions or need additional information, please call Michael Seymour at 225-763-3554.

Waterbird Nesting Colonies

Our database indicates the presence of bird nesting colonies within one mile of this proposed project. Please be aware that entry into or disturbance of active breeding colonies is prohibited by the Louisiana Department of Wildlife and Fisheries (LDWF). In addition, LDWF prohibits work within a certain radius of an active nesting colony.

Nesting colonies can move from year to year and no current information is available on the status of these colonies. If work for the proposed project will commence during the nesting season, conduct a field visit to the worksite to look for evidence of nesting colonies. This field visit should take place no more than two weeks before the project begins. If no nesting colonies are found within 400 meters (700 meters for brown pelicans) of the proposed project, no further consultation with LDWF will be necessary. If active nesting colonies are found within the previously stated distances of the proposed project, further consultation with LDWF will be required. In addition, colonies should be surveyed by a qualified biologist to document species present and the extent of colonies. Provide LDWF with a survey report which is to include the following information:

1. Qualifications of survey personnel;
2. Survey methodology including dates, site characteristics, and size of survey area;
3. Species of birds present, activity, estimates of number of nests present, and general vegetation type including digital photographs representing the site; and
4. Topographic maps and ArcView shapefiles projected in UTM NAD83 Zone 15 to illustrate the location and extent of the colony.

Please mail survey reports on CD to: Louisiana Natural Heritage Program
La. Dept. of Wildlife & Fisheries
P.O. Box 98000
Baton Rouge, LA 70898-9000

To minimize disturbance to colonial nesting birds, the following restrictions on activity should be observed:

- For colonies containing nesting wading birds (i.e., herons, egrets, night-herons, ibis, roseate spoonbills, anhingas, and/or cormorants), all project activity occurring within 300 meters of an active nesting colony should be restricted to the non-nesting period (i.e., September 1 through February 15).
- For colonies containing nesting gulls, terns, and/or black skimmers, all project activity occurring within 400 meters (700 meters for brown pelicans) of an active nesting colony should be restricted to the non-nesting period (i.e., September 16 through April 1).

Submerged Aquatic Vegetation

Submerged aquatic vegetation (SAV) may be present in the project vicinity. Submerged aquatic vegetation is considered critically imperiled in Louisiana due to its extreme rarity and vulnerability. This extremely productive community type is known to provide food for a number of species, including the federally endangered manatee (*Trichechus manatus*). SAV acts as nursery areas and provide refuge for the young of many fishes and invertebrates. Work activities should be completed in such manner as to minimize the impacts to this natural community. If the project is to occur at a water depth of 4 feet (1.2 meters) or less, a field visit should be conducted at the worksite to look for evidence of SAV. If no SAV is found near the proposed project, no further consultation with LDWF will be necessary. If SAV is found near the proposed project, further consultation with LDWF will be required. Contact Chris Reid at (225) 765-2820 to coordinate activities.

Coastal Dune Grassland

Coastal Dune Grassland is indicated to be located within the project area. This community is considered critically imperiled in the state of Louisiana and provides habitat for many unique species of plants. Dune sandbur (*Cenchrus tribuloides*) and Sea Oats (*Uniola paniculata*) are two imperiled plant species that can be found within Coastal Dune Grassland communities. We advise you to take the necessary measures to avoid any degradation of this ecological community. If the Contractor has any questions or needs additional information, Chris Reid may be contacted at 225-765-2820.

Infrastructure Provisions

- A. The Contractor shall notify all pipeline companies at least ten (10) working days prior to mobilization. All pipelines located within 150 feet of the breakwater or groin alignments shall be probed and their locations marked, prior to excavation and/or installation of the armor stone, for the duration of construction activities. No excavation shall be permitted within 50 feet of any oil and gas pipeline. No excavation shall be permitted within 50 feet of any exposed pipeline unless the Contractor acquires an agreement to the contrary with the pipeline owner. The Plans indicate pipelines that were obtained from databases and those that were field verified. It is the Contractor's responsibility to locate all pipelines.
- B. NOTE: Special care and extremely close coordination by the construction contractor with the pipeline companies will be crucial in order to avoid impacting the pipelines within or near the project area. Due to the extensive numbers of oil and gas lines in the area, and the limited time available to obtain landrights coverage for same, the contractor(s) will need to acquire any permission for crossings of lines outside of those that may not have been previously found/covered. It is recommended that confirmation in the field, including, but not limited to, use of a magnetometer surveys be a

requirement of the contractor's to ensure that any lines in the area are identified and will not be impacted. No excavation over any pipeline rights-of-ways can be permitted. The assumption resulting from current investigations does not include oil and gas operations that might commence in the future.

- C. The construction contractor will also need to contact Louisiana One Call at (800) 272-3020 at least five (5) business days prior to construction.
- D. Any damage to utilities that is caused by the Contractor within the Project Site shall be repaired at the expense of the Contractor. This includes but is not limited to telephone lines, power lines, fiber optic lines, waterlines, etc.

SP-8 WORK PLAN SUPPLEMENTAL

Layout and construction schedule for breakwaters and groin rehabilitation shall be included in the Work Plan in addition to those requirements outlined in GP-8.

SP-9 FAILURE TO COMPLETE ON TIME

For each Day the Work remains incomplete beyond the Contract Time, as specified in SP-5, or Extension of Contract Time, as specified in GP-44, the sum of three thousand five hundred dollars (\$3,500) per calendar Day will be deducted from any money due to the Contractor as liquidated damages. The Contractor and Surety shall be liable for any liquidated damages that are in excess of the amount due the Contractor.

SP-10 PROTECTION OF WORK

The construction area may be subject to flows of water during construction. It will be the responsibility of the Contractor to protect his Work and Equipment from damages due to waves, increases in Gulf of Mexico and/or project area water levels, ground water, and local rain water. The Owner shall not be held liable or responsible for delays or damages to the Contractor's Work or Equipment resulting from inflows of tidal, surface, or ground water or other conditions.

SP-11 PROJECT SCHEDULING

Within fourteen (14) calendar Days after the Notice to Proceed, the Contractor shall submit to the Engineer for review and Acceptance an updated Progress Schedule indicating the starting and completion dates of the various stages of the Work and a preliminary schedule of values of the Work.

Bi-weekly Progress Meetings will be held at which time changes in the schedule will be discussed, as specified in Sections GP-9 and GP-13 of the General Provisions.

SP-12 SAFETY REQUIREMENTS

12.1 Contractor Responsibility for Safety: 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:

12.1.1 State and Federal personnel, Resident Project Representative, the public, all employees and Subcontractors involved in the Work, and all other persons who may be affected thereby;

12.1.2 All Work and all Materials or Equipment to be incorporated therein, whether in storage on or off the project site; and,

- 12.1.3 Other property at the site or adjacent thereto, including trees, shrubs, natural vegetation, walks, Structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- 12.2 Compliance with Safety Laws: 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 or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection; and shall have at the work site at all times a dedicated safety and flag person. The Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any 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 Work is completed and the Owner has notified the Contractor that the Work is complete.
- 12.3 Familiarity with Safety Standards: The Contractor shall review the accident prevention clause of the Contract, the Corps of Engineers Manual, General Safety Requirements, EM 385-1-1, dated November 2003 (or most recent version), and all changes and amendments thereto, and the latest Occupational Safety and Health Agency (OSHA) standards, to assure himself that he has full knowledge of the personal protective equipment that must be provided workmen and that he is familiar with the safety standards applicable to the prevention of accidents during the construction of this project and shall comply with all applicable provisions.
- 12.4 Submittals: When requested, submit to the Owner in accordance with the General Provisions Submittals section. Submittals are for the record or approval, as indicated.
- 12.5 Diving Plan: The Contractor shall submit to the Engineer at least fourteen (14) Days prior to the Pre-Construction Conference, as part of their health and safety plan (GP-12), a diving plan if diving is included as a part of the planned operations. The intent of this requirement is to assure safe diving, particularly when emergencies, marine maintenance, or underwater problems occur which require diving. Additionally, the Contractor is to determine that placement of spuds, anchors, pipes, etc. will not impact existing submerged pipelines, a procedure that may require diving. All diving shall be conducted in accordance with the requirements of the most recent versions of the following documents:
- 12.5.1 U.S. Navy Diving Manual, Volume I and II (NAVSEA 0994-LP-001-9010 and NAVSEA 0094-LP-001-9020).
- 12.5.2 U.S. Army Corps of Engineers' Safety and Health Requirements Manual, EM 385-1-1. Section 30.
- 12.5.3 U.S. Army Corps of Engineers, Jacksonville District Regulation CESAJR 385-1-1, Appendix P, "Contract Diving Operations".
- 12.5.4 29 CFR, Part 1910, Subpart T, OSHA Regulations.

The Diving Plan is to include all items specified in paragraph 30.A.13 of EM 385-1-1. This plan shall contain information specific to the diving operations to be performed. Submission of the plan does not constitute an endorsement on the part of the Owner or Engineer that the Contractor's diving procedures are safe. The plan is intended to provide a method by which the Contractor demonstrates an awareness of diving standards.

- 12.6 Accident Prevention Plan: The Contractor is required to submit an Accident Prevention Plan as part of the Work Plan to the Engineer at least fourteen (14) Days prior to the Pre-Construction Conference. The accident prevention plan must be in accordance with all Federal safety standards as specified in EM 385-1-1, dated November 2003, entitled "Safety & Health Requirements Manual." Submission of the plan does not constitute an endorsement on the part of the Owner or Engineer of the Contractor's Accident Prevention Plan. The plan is intended to provide a method by which the Contractor demonstrates an awareness of Federal safety standards.
- 12.7 Hazard Communication: The Contractor shall comply with the requirements of OSHA 1910.1200, the Hazard Communication Standard. General requirements are as follows:
- 12.7.1 Provide a written program describing the implementation method of the previously referenced standard. This shall be provided to the Engineer at least fourteen (14) Days prior to the Pre-Construction Conference.
 - 12.7.2 Ensure that the Contractor's personnel are informed about health and physical hazards associated with Materials to be used.
 - 12.7.3 Ensure that a hazardous material inventory is available to the Owner and Engineer upon request.
 - 12.7.4 Ensure proper labeling of hazardous material containers.
 - 12.7.5 Ensure availability of a Material Safety Data Sheet on site.
- 12.8 Oil and Hazardous Material Spills and Containment: The Contractor shall ensure that all hazardous material spills are immediately reported to the proper authorities and to the Resident Project Representative, Engineer, and Owner. All hazardous material spills shall be immediately cleaned up in accordance with the U.S. Army Corps of Engineers' Safety and Health Requirements Manual, EM 385-1-1. In accordance with EM 381-1-1, the Contractor shall use suitable methods such as dikes or curbs to prevent the spread of hazardous materials from above ground storage tanks and piping in case of leakage.
- 12.9 Confined Space Entry: The Contractor shall submit a confined space entry plan as part of their written proposal for accident prevention. The confined space entry plan shall be submitted to the Engineer at least fourteen (14) Days prior to the Pre-Construction Conference.
- Confined space is any space having limited openings for entry and exit, not intended for continuous occupancy, and unfavorable natural ventilation that could contain or produce dangerous concentrations of airborne contaminants or asphyxiates. Confined spaces may include but are not limited to storage tanks, holds of vessels, manholes, process vessels, bins, boilers, ventilation or exhaust ducts, sewers, underground utility vaults, tunnels, pipelines, trenches, vats, and open top spaces more than 4 feet in depth such as pits, tubs, vaults and vessels, or any other place with limited ventilation.
- Prior to entering a confined space, the work environment shall be tested by a competent person using properly calibrated approved Equipment to determine the extent of potential hazards. If the atmosphere cannot be determined by testing, an immediately Dangerous to Life and Health situation shall be assumed. The evaluation shall consider the potential for evolution of toxic substances as well as oxygen content. Testing for toxic substances shall be performed prior to each entry and on a continuous or frequent (as stipulated in the Confined Space Entry Procedure) basis while personnel are working in confined spaces.
- 12.10 Activity Hazard Analysis: The Contractor is required, as part of its written plan for quality control, to submit an Activity Hazard Analysis to the Engineer at least fourteen (14) Days prior to the Pre-

Construction Conference. The Activity Hazard Analysis is outlined in U.S. Army Corps of Engineers' Safety and Health Requirements Manual, EM 385-1-1, Section 01.A., Figure 1-1.

- 12.11 Safety Person Requirement: The Contractor shall employ at the Project Site a permanent Safety and Occupational Health person (Safety Officer) to manage the Contractor's accident prevention program. The Safety Officer shall be on duty during any Work of a complex nature including, but not limited to, the relocation of utilities; Work on or around Structures; or when blasting or other potentially hazardous activities are occurring. The principal Safety Officer shall report to and work directly for the Contractor's superintendent or the corporate safety office. The Safety Officer shall have the authority to take immediate steps to correct unsafe or unhealthful conditions. The presence of the Safety Officer will not abrogate safety responsibilities of other personnel.
- 12.12 Qualifications for Safety Officer:
- 12.12.1 Shall have a degree in a technical or scientific field or safety in a four-year, or longer, program from an accredited school; or
- 12.12.2 Shall have at least one (1) year of experience in safety and occupational health work.
- 12.12.3 Fourteen (14) Days prior to the Pre-Construction Conference, the Contractor shall submit to the Engineer, for approval, the name and qualifications of the proposed Safety Officer(s) and a functional description of duties as part of the Health and Safety Plan. The Safety Officer may be assigned additional duties by the Contractor as long as those additional duties do not preclude or prevent completion of the Safety Officer duties.
- 12.13 Record Keeping: The Contractor shall maintain all required OSHA records. Records of safety performance shall be available at the Project Site for inspection upon request of the Owner.
- 12.14 Discovery of Unknown Potentially Hazardous Conditions and Materials/Substances: In the event conditions, materials, or substances are encountered during the course of the Work that cause the Contractor to reasonably suspect the presence of asbestos, polychlorinated biphenyl (PCB), or other hazardous materials, the Contractor shall cease all work in the affected area immediately and notify the Owner, Engineer, and Resident Project Representative. The affected area will be cordoned off and signage placed in order to prevent access by any personnel. The Contractor shall not proceed with further work of any kind in the affected area until instructions are received from the Owner. Upon identification of the material or substance and receipt of written instructions from the Owner, the Contractor may proceed only in accordance with the instructions of the Owner and the applicable code or regulation pertaining to the specific material identified.

SP-13 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL AND ENVIRONMENTAL PROTECTION

The Contractor shall train all Subcontractors and personnel in all phases of environmental protection. Personnel and Subcontractors will be familiar with permit requirements and with the necessity of protection of all habitats. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and Contractual, and installation and care of facilities to insure adequate and continuous environmental pollution control. Quality Control and supervisory personnel shall be thoroughly trained in the proper use of monitoring devices and abatement equipment and shall be thoroughly knowledgeable of Federal, State, and Local laws, regulations, and permits as listed in the Environmental Protection Plan submitted by the Contractor. Quality Control personnel will be identified in the Quality Control Plan submitted in accordance with the General Conditions.

SP-14 COMMENCEMENT, EXECUTION, AND COMPLETION

The Contractor will be required to commence Work at the site under the Contract within thirty (30) calendar Days of the effective date of the Notice to Proceed. He shall conduct Work in such a manner and with sufficient materials, equipment, and labor as is considered necessary to ensure its completion within the time limit specified.

SP-15 TRANSPORTATION

The Contractor shall provide a safe and reasonable means of transportation around the Project Site for the Resident Project Representative, Owner, and Engineer for the duration of the Work. The Contractor shall transport the Resident Project Representative and Engineer around the project site fill area as requested within a reasonable timeframe. The schedule and pickup location shall be arranged by the Engineer/Resident Project Representative and the Contractor prior to mobilization. .

The Contractor shall provide a boat and land transportation for the exclusive use of the Engineer and/or Resident Project Representative to tour the Project Site during the Work.

The boat shall have the following features:

- 15.1 An enclosed cabin space;
- 15.2 Capable of maintaining 25 knots (29 mph);
- 15.3 Six (6) passenger capacity;
- 15.4 Coast Guard certified;
- 15.5 Operable marine radio;
- 15.6 All safety equipment required by the Coast Guard for the size and type of that boat;
- 15.7 Draft of two feet (2') or less.

The Contractor shall supply the fuel and maintain the boat and land transportation resources. All mechanical malfunctions shall be repaired within twelve (12) hours.

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

SP-16 EQUIPMENT DATA SHEET

The Contractor shall complete the equipment data sheet located in appendices of the Specifications for each plant that is proposed to be used to perform the Work and include it in the Work Plan. Submittal of an equipment data sheet shall constitute a certification that the described Equipment is available to, and under control of, the Contractor. The Data Sheet is not mandatory and is for informational purposes only. The data is pertinent to the evaluation of the proposed equipment and its ability to perform the Work. The Bidder may only omit data or information that is considered to be proprietary.

SP-17 OFFICE FOR ENGINEER AND RESIDENT PROJECT REPRESENTATIVE

The Contractor shall provide a separate office at the project site, acceptable to the Owner and Engineer, for the Engineer and Resident Project Representative. The office shall be separate from the Contractor's office, work, and storage areas. The office shall be for the sole use of the Engineer and Resident Project Representative, suitably sized, and provided with lighting, heat, and air conditioning. The office furnishings shall include a work table, drafting table, stool, and two (2) chairs. Adequate lighting and electrical services shall be provided to operate office equipment supplied by the Owner. Internet access within the office shall be provided by the Contractor.

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

SP-18 ACCOMMODATION FOR THE RESIDENT PROJECT REPRESENTATIVE

If the Contractor provides on-site boarding facilities (i.e. a quarters barge) immediately adjacent to the project site, then boarding facilities shall be provided for the resident project representative. Quarters, sanitary facilities, and meals, which are acceptable to the Owner, shall be included for the resident project representative. The quarters and sanitary facilities shall be separate from the Contractor's quarters, office, work, storage, and common areas. If on-site accommodations are not provided, the Contractor shall only be responsible for providing transportation to and from the work area for the resident project representative. The cost for providing and furnishing these facilities shall be included in the Contract lump sum price for Bid Item No. 1, "Mobilization and Demobilization".

SP-19 CONSTRUCTION OFFICE

The Contractor shall maintain a construction office at or near the Project Site. The Contractor shall staff the office between 8:00 am and 5:00 pm, seven (7) Days per week.

SP-20 CONTRACTOR INFORMATION

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

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

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

CPRA Project Engineer
Brian Babin, P.E.
1440 Tiger Drive, Suite B
Thibdaux, Louisiana 70301
Phone: 985-447-0956
E-mail: Brian.Babin@la.gov

CB&I Engineer
Whitney Thompson, P.E.
4171 Essen Ln.
Baton Rouge, Louisiana 70806
Phone: 225-932-2568
E-mail: Whitney.Thompson@CBI.com

The Owner and Engineer shall deliver all written Claims, Notices, Submittals, Plans, and other documents to the Contractor at the address indicated on the Bid.

SP-21 INSURANCE AND BONDS

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

21.1 Minimum Scope and Limits of Insurance

21.1.1 Worker's Compensation

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

21.1.2 Commercial General Liability

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

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

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

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

| <u>Initial Contract Amount</u> | <u>Minimum Insurance</u> |
|--|---------------------------------|
| Up to \$1,000,000 | \$1,000,000 |
| From \$1,000,001 to \$2,000,000 | \$2,000,000 |
| Over \$2,000,000 | \$5,000,000 |

21.1.3 Automobile and Watercraft Liability

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

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

21.1.4 Excess Umbrella

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

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

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

21.1.6 Deductibles and Self-Insured Retentions

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

21.2 Other Insurance Provisions

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

21.2.1 Worker's Compensation and Employers Liability Coverage

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

21.2.2 General Liability Coverage

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

The Contractor's insurance shall be primary as respects the Owner, its officers, agents, employees and volunteers. The coverage shall contain no special limitations on the scope of protection afforded

to the Owner, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the Owner shall be excess and non-contributory of the Contractor's insurance.

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

21.2.3 All Coverages

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

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

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

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

21.2.4 Acceptability of Insurers

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

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

21.2.5 Verification of Coverage

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

The Certificate Holder must be listed as follows:

- State of Louisiana
- Name of Owner
- Owner Address
- City, State, Zip
- Attn: Project # _____

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

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

from any liability or indemnification under the contract.

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

21.2.6 Subcontractors

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

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

21.2.7 Worker's Compensation Indemnity

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

21.2.8 Indemnification/Hold Harmless Agreement

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

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

21.3 Performance and Payment Bond

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

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

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

SP-22 EMPLOYEE WHISTLEBLOWER PROTECTION

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

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

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

End of PART II SPECIAL PROVISIONS

PART III TECHNICAL SPECIFICATIONS

TS-1 MOBILIZATION AND DEMOBILIZATION

- 1.1 Description: Mobilization consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies, and incidentals to the Project Site, constructing pipeline, and any other work necessary to access the Project Site for the duration of the project; the establishment of offices, buildings, and other facilities necessary for the Work on the project; the cost of Bonds and any required insurance; and other pre-construction expenses necessary for the start of the Work, excluding the cost of construction Materials.
- 1.2 Arbitrary Mobilization by Contractor: The Owner will pay for mobilization and demobilization only once. Should the Contractor demobilize prior to completing the project, such mobilization and subsequent remobilization shall be at no cost to the Owner.
- 1.3 Ratio of Mobilization and Demobilization Effort: Sixty percent (60%) of the lump sum price will be paid to the Contractor after one hundred (100) tons of boulders have been placed within the lines and grades of one breakwater described in the Plans. The remaining forty percent (40%) of the lump sum price will be included in the final payment for work under this contract.
- 1.4 Justification of Mobilization Costs: In the event that the Engineer considers the amount in this item does not bear a reasonable relation to the cost of the Work in this Contract, the Engineer may require the Contractor to produce cost data to justify this portion of the Bid. Failure to justify such price to the satisfaction of the Engineer will result in payment of actual mobilization costs, as determined by the Engineer at the completion of mobilization, and actual demobilization costs, as determined by the Engineer at the completion of demobilization, and payment of the remainder of this item in the final payment under this Contract. The determination of the Engineer is not subject to appeal.
- 1.5 Access, Work Area, and Storage Areas: The general location and extent of access, work area, and storage and staging areas is indicated in the Plans. Access points should be minimized as much as practicable. Unless otherwise directed in writing by the Engineer, the Contractor is responsible for removing existing vegetation, fencing, and other impediments, as necessary, to allow equipment access and material deliveries to the work area. The Contractor shall restore those areas where access routes and staging areas are developed.
- 1.6 Payment: All costs connected with mobilization and demobilization of the entire Contractor's plant, Equipment, personnel, and those of his Subcontractors and such other costs as may be denoted in the Contract Documents shall be paid for at the Contract lump sum price for Base Bid Item No. 1, "Mobilization and Demobilization". Payment shall constitute full compensation for moving personnel, equipment, supplies, and incidentals to and from the job site and establishing offices, buildings, and other facilities for work, obtaining bonds, insurance, permit application fees, and any other associated expenses. Mobilization shall include all appropriate costs associated with constructing all features listed in the Specifications and/or shown in the Plans.

TS-2 PRE-CONSTRUCTION SURVEYS

- 2.1 Pre-Construction Survey: The Contractor shall conduct a pre-construction survey and submit it to the Engineer for use in the calculation of armor stone volumes. The survey shall be used to verify the alignment of the various project features, determine fill volumes, quantities, and make modifications or adjustments as deemed necessary by Engineer. Drawings of the plan views, cross sections, and calculations of project quantities of materials shall be developed from this survey by the Contractor and submitted to the Engineer for review. All bathymetric surveys must be corrected for tidal fluctuations and wave action to the referenced datum.

- 2.2 Survey Monumentation: Permanent markers or survey monuments will not be disturbed, damaged, or destroyed by the Contractor. Disturbed, damaged, or destroyed survey monuments will be replaced by the Owner, at their discretion, and the expense of replacement will be deducted from any amounts due, or to become due, to the Contractor. Data sheets for survey monuments available near the project area are located in Appendix IX.
- 2.2.1 Survey Requirements: All profile surveys shall be conducted using either differential leveling techniques or GPS with RTK (real time kinetic) correction. If differential leveling techniques are used, the Contractor shall close all level loops and the closure shall be less than four hundredths of a foot (0.04'). All onshore points shall be within five feet (+/- 5') horizontally of the established profile line. Both the pre-construction and as-built surveys shall extend at least fifty feet (50') outside of the intersection of the existing breakwater or groin and the mudline.
- A sufficient number of points shall be taken along each line to ensure adequate description of topographic features, such as slope breaks, crests, and intersections of the stone with the existing grade or bottom, with a maximum elevation difference of one foot (1') between adjacent points. Data points shall be taken at a spacing of not more than five feet (5'). The product shall be a continuous line representing the entire existing grade of the rock structures. Uncovering the structure may be required to complete the survey.
- 2.2.2 Profile Spacing: The pre-construction profiles shall be measured along transects that are perpendicular to the alignment of each structure and that are spaced no more than 50-ft apart. Survey transects shall also be taken at any change in the slope of the structure. A sufficient number of points shall be taken along each profile to accurately represent the general shape and average trend of the lines and grades. Elevations of any stone shall be measured by selecting a point on the stone that represents the average elevation of the top of the stone (determined visually). If any survey results do not accurately represent the structure, the Contractor shall resurvey any portion of a structure at no additional cost to the Owner.
- 2.3 Magnetometer Survey: Prior to any excavation, the Contractor shall call Louisiana One Call at 1-800-272-3020 to locate any utility lines in the area. A magnetometer survey is only required at any location the Contractor proposes to disturb the existing grade. The survey shall be conducted using a Geometrics G-882 magnetometer or equivalent. Survey lines shall be spaced sufficiently to adequately detect pipelines, utilities, or obstructions within the work area. The Contractor shall submit the proposed survey alignment with the Work Plan along with a listing and description of the equipment to be used in the Work Plan for approval by the Engineer prior to conducting surveys. If performed, the Contractor shall submit the results and interpretation of the magnetometer survey at least three (3) Days prior to any work. This does not relieve the Contractor of responsibilities set forth in GP-25.
- 2.4 Survey Documentation: All survey work shall be documented with copies supplied to the Engineer. The as-built surveys may be conducted in the presence of the Engineer or their representative, at the option of the Engineer. The Contractor shall provide three (3) working Days advanced notice to the Engineer prior to conducting surveys. The Contractor shall submit survey field notes to the Engineer upon completion of each survey to expedite review of payment requests. All field notes, survey and volume computations, and the records used by the Contractor to compute the Contractor's estimate of payment quantity shall be furnished to the Engineer with the Application for Progress Payment and Final Application for Payment.
- 2.5 Site Layout Prior to Construction: Prior to the initiation of heavy construction, the Contractor shall survey and layout the following items: breakwater and groin profiles centerlines, landward limits of rock placement, seaward limits of rock placement, and the extents of rock placement along the length of each structure. The layout shall be surveyed adequately to depict the limits and location

of the Work. Layout stakes (if used) shall include grade information (i.e. elevations) for breakwaters and groin. The Contractor shall also coordinate with utilities, landowners, and leaseholders as required by this Contract to ensure identification, location, and marking of all public and private infrastructure that may exist at the Project Site.

2.6 Deliverables to the Engineer: Deliverables to the Engineer shall include hard copy form and electronic format of the survey in one of the ASCII formats appearing in Appendix III (preferably format #3). No other formats are acceptable. Additional information to be provided to the Engineer shall include any corrections and field notes. All survey data shall be submitted in graphical form with the pre-project conditions, design templates, allowable tolerances, and post-project conditions depicted. The plan view shall depict the location and extent (area in square feet) of the structures. The cross-sections shall depict the elevation of the rock breakwaters and groin. All cross sections shall include the data and the identifying profile number. All survey information submitted, and included in any depiction, shall include the date of the survey. Survey drawings shall be at an appropriate scale with the horizontal scale equal to the vertical scale.

2.7 Survey Field Notes Submittal: The Contractor shall submit survey field notes to the Engineer upon completion of each survey to expedite review of payment requests. All field notes, survey and volume computations, and the records used by the Contractor to compute the payment quantity shall be furnished to the Engineer with the Application for Progress Payment and Final Application for Payment.

2.8 Survey Discrepancy: If there is a discrepancy between surveys conducted by the Contractor and the Engineer, the respective surveyors will attempt to resolve the survey discrepancy. If an agreement cannot be reached, the Engineer's survey will be used as the basis for payment.

Payment: All costs associated with hydrographic, topographic, and magnetometer surveying of the existing rock structures according to the Specifications and Plans shall be included in the lump sum price for Base Bid Item No. 1, "Mobilization and Demobilization". The cost shall also include all other items of overhead, profit, labor, material, and any other costs incidental to performing the Work.

2.9 Surveyor: All surveys shall be certified by a surveyor or professional engineer registered in the State of Louisiana. The licensed professional will be responsible for all survey Work. The licensed professional is not obligated to perform the field work but shall perform sufficient oversight to exhibit responsible charge. The professional engineer or land surveyor must be a primary employee of a firm that is registered by the Louisiana Professional Engineering and Land Surveying board to perform survey work.

TS-3 AS-BUILT SURVEYS

3.1 The Contractor shall perform as-built surveys and submit data in accordance with the same requirements of the pre-construction surveys. As-built surveys shall maintain the same layouts as the pre-construction surveys unless otherwise directed in these Specifications or by the Engineer. The Contractor shall submit to the Engineer, for approval, the surveyed profile data of the Work in addition to a surveyed plan view of the Work. The profile and plan view information must be submitted to the Engineer within fourteen (14) calendar days of the completion of the breakwater/groin work.

3.2 Record Drawings: The Contractor shall maintain a separate set of full-size contract drawings, marked up in red, to indicate current, as-built conditions. These drawings shall be maintained at or near the site in a current condition at all times until completion of the Work. The drawings shall be available for review by the Engineer or Owner, or their respective representatives at all times. Any variations from the contract drawings, for whatever reason, including those occasioned by modifications, optional materials, and the required coordination between trades, shall be indicated. These variations shall be shown in the same general detail utilized in the contract drawings. The marked-

up drawings may be utilized for preparation of the as-built drawings, but may not be substituted for the as-built drawings.

- 3.3 Surveyor: All surveys shall be certified by a surveyor or professional engineer registered in the State of Louisiana. The licensed professional will be responsible for all survey Work. The licensed professional is not obligated to perform the field work but shall perform sufficient oversight to exhibit responsible charge. The professional engineer or land surveyor must be a primary employee of a firm that is registered to perform survey work by the Louisiana Professional Engineer and Land Surveying board.
- 3.4 Payment: The as-built survey shall consist of hydrographic and topographic surveying of the breakwaters/groin according to the Specifications and Plans. All costs connected with the as-built survey will be paid for at the Contract lump sum price for Base Bid Item No. 1, "Mobilization and Demobilization". The cost shall also include all other items of overhead, profit, labor, material, and any other costs incidental to performing the Work.

TS-4 PAYMENT FOR ARMOR STONE PLACEMENT

- 4.1 General: All costs associated with acquisition of rock from an off-site location, rock certification, transport of the rock, layout, and placement of the rock within the lines and grades of the eastern jetty extension and five (5) existing breakwaters (Breakwaters 0-4) shall be included in the Contract unit price per ton of stone for Base Bid Item No. 2, "Breakwater Rehabilitation Armor Stone". The cost shall also include all other items of overhead, profit, labor, material, and any other costs incidental to performing the Work. Armor stone placement for Additive Alternate 1 (Breakwater 5), if awarded, shall be included in the Contract unit price per ton of stone for Bid Item No. 3. Armor stone placement for Additive Alternate 2 (Breakwater 6), if awarded, shall be included in the Contract unit price per ton of stone for Bid Item No. 4. Armor stone placement for Additive Alternate 3 (Breakwater 7), if awarded, shall be included in the Contract unit price per ton of stone for Bid Item No. 5.
- 4.2 Payment Surveys: Payment shall be based upon the per unit items constructed by the Contractor and accepted by the Owner on the basis of both suitable documentation provided and observation of the works. Documentation of the work shall include a certified weight determination of the quantity of material delivered to the site and placed within the lines and grades described in these Specifications and the Plans and a survey of the completed and accepted work. The surveys will be conducted per the specifications provided in TS-3 and be certified by a Licensed Surveyor or Professional Engineer (licensed professional) registered in the State of Louisiana. The weight of the armor stone shall be measured by the net ton (2,000 pounds), dry in its natural state, as determined by barge displacement. The Contractor shall notify the Owner at least three (3) working days prior to when the barge displacement surveys will be conducted. All costs incidental to the weight determination and survey shall be borne by the Contractor. Rock placed in excess of tolerances will be ineligible for payment. Rock not meeting the specifications will not be paid for and must be removed from the site by the Contractor at the Contractor's expense.
- 4.2.1 Barge Displacement: The following procedure shall be used to calculate weights using the barge displacement method. Each barge will be accurately measured and shall be fitted with displacement indicators (gauges or load-lines) graduated in tenths of a foot. The indicators shall be located on each corner of the barge, near the lower end of the rake, with two (2) additional indicators at midship, if deemed necessary by the Owner. The indicators shall be acceptable to the Owner. Fore and aft displacement due to the load shall not differ by more than ten percent (10%) from their mean for the determination of tonnage. The tonnage of the stone shall be determined from the difference of the "loaded" and "light" conditions. All gauge readings shall be made in still water. The average of all gauge readings shall be used to calculate the tonnage of "loaded and "light" conditions. The

weight of seawater displaced will be assumed to be uniformly 64.0 pounds per cubic foot for saltwater. If measurements are taken in freshwater, 62.4 pounds per cubic foot shall be assumed. All barges shall be pumped dry, within the limits of pump suction, before each gauging and limber holes shall be kept open so that any water in the barge will flow freely to the pump suction. All equipment, personnel, dirt, and other material that is on the barge shall remain when gauged “loaded” and “light” so as to measure only the net weight of stone.

- 4.3 Acceptance Notification: The notification of rejection or acceptance of the constructed portion will be based on written notification provided by the Owner to the Contractor after the Owner has reviewed the submitted survey data. After the survey data has been received by the Owner, the Owner will have four (4) working days to review the data and prepare a written response indicating whether the completed section of the breakwater/groin rehabilitation has been accepted or rejected, and the reason for rejection, if applicable.
- 4.4 Structure Tolerances:
- 4.4.1 For structures with specific design templates a vertical tolerance of plus or minus six (± 6) inches to the design surface of the breakwater/groin is specified and shall be permitted for projections and depressions of the in-place material. The horizontal tolerances are plus or minus two (± 2) feet. The Contractor may be required to readjust the stone to fit within the template and tolerance of the structure. Any stone placed outside the template plus tolerance is ineligible for payment, but may be left in place at the discretion of the Owner. The Owner may require removal of material placed above the upper tolerance by the Contractor at the Contractor’s expense.
- 4.4.2 For structures that are to be overlaid with one stone, there is no dimensional tolerance. Any stone placed in excess of one overlaid stone is ineligible for payment, but may be left in place at the discretion of the Owner. The Owner may require removal of material placed in excess of one overlaid layer of stone.
- 4.5 Payment Request: The Contractor may request payment for breakwater/groin rehabilitation on a monthly basis. Payments shall be based on the tonnage of rock that has been placed within the template and approved by the Owner. The Contractor shall submit cross-section surveys and barge displacement calculations, as specified in TS-3 of the completed portion of the breakwater/groin rehabilitation. The Contractor shall submit to the Owner for review, on a monthly basis, an Application for Progress Payment filled out and signed by the Contractor covering the Work completed as required by the Contract Documents and accompanied by such supporting documentation as is required by the Contract Documents and also as the Owner may reasonably require.

TS-5 BREAKWATER/GROIN REHABILITATION

- 5.1 Description: This work consists of placing rock acquired from an off-site location within the lines and grades shown on the plans for the breakwater/groin rehabilitation. The rock to be transported and placed is assumed to have a density of approximately one hundred sixty-five (165) pounds per cubic foot (pcf). It is the intent to raise each structure crest to the original design elevation. In most cases, this can be achieved by installing a one-stone overlay. In some limited areas affected by increased settlement or other deviations, the Engineer may require additional rock to be placed in limited areas to achieve the intended crest elevation. Changes in the design may be made in the field within the limits of the Contract quantities. These Plans and Specifications have been developed based on limited survey data. Subsequent to the pre-construction survey, quantities may be updated.

5.2 Armor Stone:

- 5.2.1 Quality of Stone: All rock proposed for use in the structure (armor stone boulders) is subject to approval by the Owner. The Owner may reject stone at any time prior to final acceptance, and may require disassembly of the structure in order to replace unacceptable stone with acceptable stone. All rock for the Work shall be hard dense, non-friable stone from sources proposed by the Contractor and approved by the Owner. The rock shall be free from cracks, seams, drill holes, laminations, weak cleavages, and similar defects and shall not fracture when dropped during the drop test. All stone shall be clean and free from earth, dust, or other refuse.
- 5.2.2 Stone Certification: At least fourteen (14) days prior to the pre-construction conference, information regarding the stone source and stone certification with the name, location and telephone number of the vendor(s) and quarry(s) from which stone materials will be supplied, shall be provided to the Owner for review prior to delivery of stone material to the project site. The stone certification shall be based upon an independent laboratory analysis of the rock's specific gravity, and shall indicate the standards by which the results were developed. Certifications are required for the armor stone and mattress stone.
- 5.2.3 Armor Stone Dimension and Weight: The faces of all stones shall be roughly angular, not rounded, in shape. The least dimension of each stone shall not be less than one-third (1/3) of the greatest dimension of that stone. Flat armor stone will not be accepted. The armor stone shall be 1.0 ton to 1.7 tons with fifty percent (50%) greater than 1.3 tons in weight. The Contractor shall select fifteen (15) armor stones from the quarry and have each stone weighed. Each weighted stone shall be clearly marked with its weight. The weighted stones that meet the specifications shall be placed in a convenient location in the quarry where the Contractor can compare future selected armor stones for possible shipment to the project site.
- 5.2.4 Armor Stone Unit Weight: At least fourteen (14) days prior to the pre-construction conference, the Contractor shall provide certified results of laboratory testing conducted by an independent lab to determine the unit weight and specific gravity of the stone. The tests shall be conducted on a minimum of ten (10) samples randomly selected from the quarry proposed for use. No two (2) or more samples shall be taken from the same stone. The test shall be ASTM C127. The minimum unit weight of the armor stone is one hundred sixty-five (165) pcf (saturated, surface dried) and the minimum specific gravity shall be 2.56. All ten (10) samples shall exceed these minimum standards. Failure of the test on the first set of ten (10) samples and a following set of ten (10) samples will be cause for rejection of the quarry and/or quarrying process. Stones that fail the test shall not be incorporated into the Work. The initial test and any additional test required because of failure of the initial test sample will be made at no cost to the Owner. The Contractor may not use more than one quarry without prior approval of the Owner. The Owner will require additional tests, at no expense to the Owner, if additional quarries are requested.
- 5.2.5 Drop Test at the Quarry: A drop test will be performed on eight (8) stone samples (boulders) at the rock quarry. The drop test shall be performed by the Contractor in the presence of the Owner. The Contractor shall give the Owner one (1) week notice for the date of the drop test. The Contractor and Owner will agree on a date, time, and location (rock quarry) for the drop test. The drop test will consist of dropping the armor stone from a height of five (5) feet onto an eight (8) foot by eight (8) foot, or larger, steel plate. The steel plate shall be a minimum of one (1) inch thick and be placed on firm ground. Acceptable stone will not fracture when dropped. The stone should be examined carefully before testing as well as afterward. Failure criteria are breakage, development of new cracks, and opening of old cracks. All eight (8) stones must pass the drop test to approve the quarry, quarrying process, and stone selection. Stones that fail the test shall not be incorporated into the

Work.

- 5.2.6 Drop Tests at the Project Site: Drop tests may be requested on individual stones at the project site at any time by the Owner to check stone quality. Stones that are not tested after requested by the Owner, or that fail the drop test, will be rejected and shall be removed from the site by the Contractor at no expense to the Owner.
- 5.2.7 Non-Specification Armor Stone: The Owner reserves the right to refuse payment for armor stone delivered to the site that does not meet these specifications. The Contractor shall remove unacceptable stone from the Work site at no additional expense to the Owner. Unacceptable stone removed from the site shall be returned to the quarry, the Contractor's yard, or otherwise disposed of in a legal manner.
- 5.2.8 Certified Rock Quantity: The Contractor shall provide records of the net weight of rock transported to the Work site. The Contractor shall provide the Owner with a weekly cumulative total of all rock delivered to the project site and a total of all rock placed by weight. Signed records shall be provided to the Owner weekly.
- 5.2.9 Armor Stone Placement: Armor stones of the quality and size specified shall be placed in such a manner so as to minimize the void spaces between the stones, though chinking the voids is not permitted. Armor stone shall be placed so as to be in contact with adjacent stones and should interlock to form a compact stable structure. Armor stones shall be individually placed with the stone in contact with the intended position prior to release of the stone. The stone shall be placed directly on top of the marine mattress units or existing stone. The stone shall be placed in a manner that will prevent rolling or sliding of stone down the slope. Placing the armor stone by dumping into chutes or by similar methods shall not be allowed. The finished surface shall be relatively uniform and shall contain the maximum amount of armor stone as can be obtained by performing the Work as specified. The structure shall be constructed to the lines and grades shown on the drawings. Both during construction and upon completion, the structure will be inspected for conformance to the design. The Owner will not pay for any stone misplaced or lost during placement.
- 5.3 Displaced Materials: Placement of stone material during periods of wave energy sufficient to cause displacement of material shall be at the Contractor's risk. All materials lost or displaced during construction as a result of wave displacement shall be replaced at the Contractor's expense.
- 5.4 Horizontal and Vertical Limits: The Contractor shall establish the survey control for the Work. The Contractor shall layout the horizontal and vertical limits of the Work from the control provided in the Plans. The Contractor shall be responsible for maintaining the accurate alignment and configuration of the rock structures during construction. The Contractor shall not scale dimensions from the Plans for the purposes of Work layout. The Contractor shall be responsible for all measurements that may be required for the execution of the Work to the location and limit marks prescribed in the drawings and in these specifications.
- 5.5 Tolerances: A vertical tolerance of plus or minus six (6) inches to the design surface of the breakwater/groin crest is specified in the drawings and shall be permitted for projections and depressions of the in-place material. The horizontal tolerances are plus or minus two (2) feet. Placed material that is beyond the maximum tolerance stated herein shall be repositioned so that it is within the tolerance. The Owner may request any stone that exceeds the tolerances be removed by Contractor at the Contractor's expense. The Contractor may vary the base elevation of the jetty extension to accommodate the required volume of stone in the structure and meet the vertical tolerance.
- 5.6 Construction Stakes: The Contractor shall furnish, at their own expense, such stakes, templates, platforms, equipment, tools, and material, and all labor as may be required in laying out any part of the Work from the monuments, control data and elevations. The Contractor shall maintain and

preserve the established stakes and other monuments or marks. If such monuments or marks are destroyed by the Contractor, they may be replaced by the Owner at the Owner's discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor. Work may be suspended at any time when location and limit marks established by the Contractor are not adequate to permit checking of the Work.

- 5.7 Test Section: The Contractor shall complete the construction of one rehabilitated breakwater prior to performing Work on other structures. The Contractor shall notify the Owner that this test section is complete and shall submit a survey consisting of at least two (2) cross-sections to the Owner. The Owner may observe the section to determine compliance with the construction plans and specifications. The Contractor may continue construction of the breakwater and groin structures once the Owner approves the test section.

TS-6 WORK WITHIN THE VICINITY OF EXISTING PIPELINES

Oil and gas infrastructure are present in the project area. Project construction requires work in the immediate vicinity of oil and gas pipelines. The Contractor is required to independently locate infrastructure. Under the terms of this Contract, the Contractor shall not excavate within 50 feet of any active and/or abandoned pipeline without written permission from the oil and gas infrastructure owners. At the Contractor's discretion, equipment may float over the pipelines if the Contractor deems that there is sufficient water depth and clearance as to not disturb the lines.

TS-7 VESSEL-SHORE TRANSFERS

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

TS-8 WORK AREA AND TEMPORARY FENCING

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

TS-9 CONSTRUCTION ACCESS

The Contractor shall limit construction access to the project area to the locations shown in the Plans or as approved by the Engineer. No dredging for access is permitted. The Contractor shall exercise caution when accessing and driving in the project area with vehicles or Equipment. In the event that damage is caused by the Contractor outside the authorized construction areas, the Contractor shall restore all damage to existing structures, vegetation, or any other structure or natural feature to pre-construction conditions or better. The Contractor will not receive final payment until all damage is restored to the satisfaction of the Owner and Engineer.

TS-10 MISPLACED MATERIAL, PLANT MACHINERY, EQUIPMENT, OR APPLIANCE

Should the Contractor, during the progress of the Work, lose, discard, throw overboard, sink, or misplace any material, plant, machinery, equipment, or appliance, which in the opinion of the Engineer should be removed, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such material, plant, machinery, equipment, or appliance, to the Engineer. Should the Engineer discover such material, plant, machinery, equipment, or appliance, the Engineer may locate through electronic means or buoy the material, plant, machinery, equipment, or appliance, and may notify the Contractor of its location. Removal of the material, plant, machinery, equipment, or appliance shall be the responsibility of the Contractor and cost of the removal will be paid for by the Contractor. Should the Contractor refuse, neglect, or delay compliance with the above requirements, such material, plant, machinery, equipment, or appliance may be removed by the Owner, and the cost of such removal may be deducted from any money due or to become due to the Contractor or may be recovered under the Contractor's Bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33-U.S.C. 410 et.seq.), or most recent version, if any.

TS-11 FINAL CLEAN-UP

Final clean-up shall include the removal of the Contractor's plant and all Equipment or Materials either for disposal or reuse. The Contractor shall remove all non-perishable debris, trash, and garbage from the site of Work prior to Final Acceptance. Plant and/or Equipment or Materials to be disposed of shall only be disposed of in a manner and at locations approved by the Engineer. Unless otherwise approved in writing by the Engineer, the Contractor is not permitted to abandon pipelines, cables, pipeline supports, pontoons, or other Equipment or Materials in the disposal area, pipeline access areas, water areas, underwater in the Gulf of Mexico, the interior marsh, or in any harbors, passes, bayous, lakes, or inlets, or other areas adjacent to the Work site. Any stakes or other markers placed by the Contractor must be removed as a part of the final clean-up. All stakes, including grade stakes, placed during the fill operation shall be completely removed and shall not be left buried in the fill.

End of PART III TECHNICAL SPECIFICATIONS

PART IV ENVIRONMENTAL PROTECTION PROVISIONS

EP-1. SCOPE

The Environmental Protection of the Contract Documents address Contractor responsibilities for the prevention of pollution and other environmental damage as the result of construction operations under the Contract Documents, including those measures set forth in the Technical Specifications. For the purpose of this Specification, pollution and other environmental damage are defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; degrade the utility of the environment for aesthetic, cultural, and/or historical purposes; or unnecessarily damage/destroy environmental resources. The control of pollution and damage requires consideration of air, water, land, and the marine environment and includes management of construction activities, visual aesthetics, noise, solid waste, radiant energy, and radioactive materials, as well as other pollutants. The Contractor shall fulfill these Environmental Protection Provisions at the Contractor's expense.

EP-2. QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection for all items set forth herein. The Contractor shall record in the Daily Progress Report any problems in complying with laws, regulations, and ordinances, as well as project permits, and corrective action taken.

EP-3. PERMITS

The Contractor shall comply with all requirements under the terms and conditions set out in all permits applicable to the Work. The Owner has received the appropriate permits and approvals from the Louisiana Department of Natural Resources (LDNR), the U.S. Army Corps of Engineers (USACE), the Louisiana Department of Environmental Quality (DEQ), the Louisiana Department of Wildlife and Fisheries (LDWF), the Louisiana Department of Transportation and Development (DOTD), and the Louisiana Department of Health and Hospitals (DHH). These permits are included in the Appendices and are part of the Contract Documents. Specifically, the Contractor will familiarize themselves with general and specific conditions contained in the LDNR Coastal Use permit, the USACE 404 permit, and the Louisiana DEQ permit. Any other licenses, easements, or approvals required, including, but not limited to, those which may be required by Cameron Parish, or the Owner, shall be secured and paid for by the Contractor.

EP-4. SUBCONTRACTORS

Assurance of compliance with all sections of the Contract by Subcontractors shall be the responsibility of the Contractor, including compliance with all environmental and permit requirements.

EP-5. NOTIFICATION

The Engineer will notify the Contractor of any known noncompliance with the aforementioned Federal, State, or Local laws or regulations, permits, and other elements of the Contractor's environmental protection plan. Nevertheless, it remains the sole responsibility of the Contractor to comply with all applicable Federal, State, or Local Laws and Regulations, permits, and all elements of the Environmental Protection Plan (EPP). If there is known non-compliance, the Engineer will determine what action will be taken and such response will be transmitted to the Contractor by the Engineer, which may include stopping construction of the project

until the Contractor complies with the EPP. It will also be the Contractor's responsibility that all Subcontractors shall comply with all applicable laws, regulations, permit requirements, and all elements of the EPP.

EP-6. PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of permanent Work under this Contract shall be protected during the entire period of this Contract. To meet this requirement, the Contractor shall confine all activities to areas defined by the Plans and Specifications. The Contractor shall, at all times, maintain adequate stakes or other markers required to delineate and layout work areas, access areas and corridors, protected land or environmental resources, no entrance areas, and sensitive areas to ensure the protection of resources. The disturbance of lands and waters that are outside the limits of construction as marked in the Plans is prohibited, except as found necessary and approved by the Engineer. 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, marshlands, bays, or the Gulf of Mexico. The Contractor shall also conduct his work in such manner as to prevent the placement of any fill material and the discharge of project-related discharges of turbid effluent and runoff into streams, lakes, marshlands, bays, or the Gulf of Mexico. All waterways shall be cleared as soon as practicable of false work, stakes, piling, debris, or other obstructions placed during construction operations and not a part of the finished Work. Details regarding environmental protection shall be as stated in the following subparagraphs.

- 6.1 Protection of Land Resources: Prior to the beginning of any construction, and at the request of the Contractor, the Owner and Engineer shall identify land resources (if any) to be preserved within the Contractor's Work area. Unless indicated in the Plans or directed by the Owner, the Contractor shall not remove, cut, deface, injure, or destroy land resources including sand dune, marsh or berm vegetation, trees, shrubs, vines, grasses, topsoil, and landforms without direct written permission from the Engineer. No ropes, cables, or guys shall be fastened or attached to any trees for anchorage unless specifically authorized by the Engineer. Where such special emergency use is allowed, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following paragraphs. The Contractor will be responsible for the replacement of any damaged or destroyed vegetation outside the fill area and the restoration of any water bottoms and land forms to the satisfaction of the Engineer. Failure to replace damaged or destroyed vegetation or failure to restore damaged water bottoms and land forms outside the fill area by the Contractor may result in replacement by the Owner; the cost of replacement will be deducted from monies due to the Contractor or from monies that will be due to the Contractor by the Owner.
- 6.2 Work Area Limits: Isolated areas (if any) within the Work area that are to be saved and protected shall be identified by the Engineer and marked or fenced by the Contractor. All survey monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be made visible by lighting. The Contractor shall convey to all Subcontractors and personnel the purpose of marking and/or protection for all necessary objects.
- 6.3 Retardation and Control of Runoff: Runoff from the construction site shall be controlled by the Contractor by the construction, maintenance, and operation of primary and secondary retention dikes, temporary water control structures or spill boxes, routing of effluent and discharge through fill and water discharge areas, use of turbidity control measures such as silt curtains, and active management of all effluent, discharge, and runoff. Dikes will be constructed as shown in the Plans and described in the Technical Specifications and maintained in continuous repair to allow settling of fine materials from dredging, or as required by permit documents.
- 6.4 Disposal of Solid Wastes: Solid wastes (including cleared debris) and rubbish resulting from the Contractor's activities shall be picked up daily and placed in containers. These containers shall be removed from the project area and emptied on a regular schedule. The Contractor shall empty containers when three-quarters full and will avoid overflow conditions. The Contractor shall not

burn any rubbish at the Project Site. Disposal of rubbish shall be at an approved off-site location and in a manner that complies with State and Local Laws and Regulations. The Contractor shall be solely responsible for all costs associated with the collection, removal, and disposal of rubbish. All handling and disposal shall be conducted to prevent contamination. No steel, cables, wire, pipe, drums or any other solid waste or debris shall be permitted to be disposed overboard into the waters of the Gulf of Mexico or any other water body. Disposal of solid wastes or debris in the Gulf of Mexico is a violation of State and Federal laws. If such debris is found, the debris shall be removed by the Contractor at his own cost, or the Owner shall remove the debris and the cost of removal will be deducted from monies due, or will become due, to the Contractor from the Owner.

- 6.5 Disposal of Chemical Waste: Chemical waste shall be stored in corrosion resistant containers, removed from the work area, and disposed of in accordance with Federal, State, and Local regulations. The Contractor shall perform all maintenance of Equipment, including, but not limited to, refueling, filter changes, and replacement of hydraulic lines in a manner so as not to contaminate soils, ground or surface waters, or any other natural resources.
- 6.6 Disposal of Discarded Materials: Discarded materials other than those which can be included in the solid waste category will be handled by the Contractor as directed by the Engineer.
- 6.7 Use of Equipment: Outside the fill areas as marked in the Plans, any wheeled or tracked vehicle used on the Project Site is prohibited in and adjacent to existing vegetated wetlands, bay shorelines, gulf shorelines, or any other sensitive areas, unless authorized by the Engineer. Any damage to wetland vegetation or change in the existing elevation (e.g., ruts, tracks, inappropriate excavation) of greater than six inches (6") in wetland areas, bay bottom, flats, etc., occurring on the site or adjacent property, as a result of construction operations, shall be repaired by the Contractor, at no additional expense to the Owner. Marsh buggy use on existing vegetated areas and wetlands outside of the fill areas is strictly prohibited.
- 6.8 Siltation / Turbidity Control: The Contractor shall conduct Work in a manner that will not cause damaging siltation or pollution of any water bodies. All applicable Federal and State regulations of agencies and statutes relating to the prevention and abatement of pollution shall be complied with in the performance of the Contract.
- 6.9 Protection of Water, Fish, and Wildlife Resources: The Contractor shall keep construction activities under continued surveillance, management, and control to minimize interference with, disturbance to, and damage of water, fish, and wildlife resources. Species that require specific consideration, as well as measures for their protection, will be addressed in the Contractor's EPP prior to the beginning of project construction.
- 6.10 Protection of Commercial Fisheries: The Contractor shall note that bays, water bottoms, creeks, and ponds in the vicinity of the project may include numerous publicly and privately-issued leases for the cultivation and harvest of commercial fishery resources. The Contractor shall conduct all aspects of its operations to avoid any and all impacts to such leases.
- 6.11 Turbidity: In the event that the Owner or Engineer observes noticeable plumes due to work from the Contractor outside the limits of work, the Owner may, at its sole discretion, require that the Contractor immediately initiate twice daily turbidity sampling with reports submitted to the Owner. No additional compensation will be paid to the Contractor for this work.
- 6.12 Protection of Air Resources: The Contractor shall keep construction activities under surveillance, management, and control to minimize pollution of air resources. All activities, Equipment, processes, and Work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the applicable air pollution standards of the State of Louisiana and all Federal emission and performance laws and standards.

- 6.13 Dispensing of Fuel: Secondary containment, which is capable of holding at a minimum 110% of the tank contents, must be provided by the Contractor for each fuel storage tank. Fuel dispensers shall have a four foot by four foot (4'x4'), 16-gauge metal pan with borders banded up and welded at corners right below the bibb. Edges of the pans shall be eight inches (8") minimum in depth to ascertain that no contamination of the ground takes place. Pans shall be cleaned by an approved method immediately after every dispensing of fuel and wastes disposed of offsite in an approved area. Should any spilling of fuel occur, the Contractor shall immediately contain the spill and contact the Owner and the appropriate local authorities. The Contractor will be solely responsible for any fines, penalties, or other legal activities related to fuel spills.
- 6.14 Temporary Sanitary Facility: The Contractor shall furnish and maintain chemical toilets for use by its employees, Subcontractors, Engineer, Resident Project Representative, and the Owner on the Project Site. Chemical toilets shall be cleaned on a regular basis to ensure that odor does not become a nuisance. The Contractor shall be responsible to coordinate, maintain, and monitor a cleaning schedule that is appropriate for the number of Contractor personnel on site.
- 6.15 Storage of Lubricants: All lubricants and other potential liquid pollutants shall be stored in sealed, non-corrosive containers. Individual containers shall be stored in metal pans with borders banded up and welded at the corners right below the bibb. Pans shall be deep enough to prevent contamination of the ground. Pans shall be kept clean of all spillage or leakage.

EP-7. POST CONSTRUCTION CLEAN-UP

The Contractor shall clean-up any area used for construction as stated in General Provisions.

EP-8. RESTORATION OF LANDSCAPE DAMAGE

The Contractor shall restore all landscape features, land resources, water resources, and fish and wildlife resources damaged or destroyed during construction operations outside the limits of the approved Work areas. Such restoration shall be in accordance with a plan submitted for approval by the Engineer. This Work will be accomplished at the Contractor's expense. Final payment to the Contractor shall not occur until the Engineer is satisfied with the Contractor's effort to restore landscape or any other damage caused by the Contractor or his Subcontractors.

EP-9. MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain constructed facilities and portable pollution control devices for the duration of the Contract or for that length of time construction activities create the particular pollutant.

EP-10. FUEL OIL TRANSFER OPERATIONS

In accordance with the U.S. Coast Guard regulations (33 CFR 156.120, or as revised or updated), couplings used in fuel oil transfer operations on any vessel with a capacity of two hundred fifty (250) or more barrels of oil (or fuel) shall be either a bolted or full-threaded connection; or a quick-connect coupling approved by the Commandant; or an automatic back-pressure shutoff nozzle used to fuel the vessel. An executed fuel oil transfer (Declaration) form signed by the tanker man shall be completed for each refueling operation. The U.S. Coast Guard shall also be notified prior to any refueling.

EP-11. SUBMITTALS

- 12.1 Environmental Protection Plan (EPP): At least fourteen (14) Days prior to the Pre-Construction Conference, the Contractor shall submit in writing an Environmental Protection Plan to the Engineer. Acceptance of the Contractor's plan will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures. The EPP shall include, but not be limited to, the following:
- 12.1.1 Methods for protection of features and habitats to be preserved within authorized Work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e. all vegetation, trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological and cultural resources, and environmental resources.
 - 12.1.2 Procedures to be implemented by the Contractor to assure compliance with the environmental protection requirements outlined in Section EP-6 of the Environmental Protection Provisions and to comply with the applicable permits, laws, and regulations. The Contractor shall address each element of Environmental Protection described in Section EP-6 of the Environmental Protection Provisions. The Contractor shall also provide written assurance that immediate corrective action will be taken to correct pollution of the environment due to accident, natural causes, or failure to follow the procedures set out in accordance with the EPP.
 - 12.1.3 Procedures to be implemented by the Contractor to assure compliance with protection of water, fish and wildlife resources requirements of Section EP-6 of the Environmental Protection Provisions and to comply with the applicable permits, Laws and Regulations. The Contractor shall address each element of Protection of Water, Fish and Wildlife described in Section EP-6 of the Environmental Protection Provisions. The Contractor shall also provide written assurance that immediate corrective action will be taken to correct pollution of the environment due to accident, natural causes, or failure to follow the procedures set out in accordance with the EPP.
 - 12.1.4 A list of Federal, State, and Local laws, regulations, and permits concerning environmental protection, pollution control, and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits.
 - 12.1.5 Drawings showing locations of any proposed temporary excavations or embankments for haul roads, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
 - 12.1.6 Environmental monitoring plans for the jobsite, including land, water, air, and noise monitoring.
 - 12.1.7 Turbidity Control Plan which describes measures to be taken by the Contractor to avoid the discharge of turbid, silt-laden, water from the project area sufficient to ensure that water bodies, wildlife, and fisheries resources, including commercial fisheries resources, will not be damaged. The Contractor must provide a Turbidity Control Plan detailing means and methods for controlling any turbidity outside the project footprint. The plan must contain methods to limit turbidity and sedimentation in open water.
 - 12.1.9 Oil spill contingency plan.
 - 12.1.10 A protection plan for threatened and/or endangered species within the project area.
 - 12.1.11 Work area plan showing the proposed activity in each portion of the area and

identifying the areas of limited use or nonuse. The plan should include measures for marking the limits of use areas.

12.1.12 The location of the solid waste disposal area.

12.1.13 A statement as to the person who will be responsible for implementation of the EPP. The Contractor personnel responsible shall report directly to the Contractor's top management and shall have the authority to act for the Contractor in all environmental protection matters.

12.1.14 A statement acknowledging that the Contractor is responsible for environmental protection, including all of the Contractor's personnel and Subcontractors.

12.1.15 The EPP will be dated and signed by an individual of top management in charge of the construction.

EP-12. NOISE CONTROL

The Contractor shall comply with all Federal, State, and Local sound control and noise level ordinances, regulations, and laws that apply to the Project Site. All hauling and excavating Equipment, including dredges, used on this Work shall be equipped with satisfactory mufflers or other noise abatement devices. Booster pumps used on this Work shall be equipped with either or both satisfactory mufflers and other sound abatement devices to reduce engine noise. The Engineer may request the Contractor to construct a sound barrier landward of booster pumps in order to reflect noise offshore.

End of PART IV ENVIRONMENTAL PROTECTION PROVISIONS

APPENDIX I SUPPLEMENTAL INFORMATION

EQUIPMENT SCHEDULE

NOTE: The Contractor shall complete the following data sheet for the Equipment proposed to perform the Work under this Contract.

The Data Sheet is not mandatory. The Data Sheet is for informational purposes only and will not be used as a basis for award. The information submitted is pertinent to the evaluation of the equipment and its capability to perform the Work as required and as agreed to by the Bidder through the submittal of a proposal. The Bidder may only omit data or information that he considers proprietary.

**RACCOON ISLAND BREAKWATER REHABILITATION PROJECT
(TE-48)**

ATTACHMENT A1 - EQUIPMENT SCHEDULE

EQUIPMENT CATEGORY: _____

| Type | Capacity | Manufacturer | Age & Condition | Location |
|------|----------|--------------|-----------------|----------|
| | | | | |
| | | | | |
| | | | | |

EQUIPMENT CATEGORY: _____

| Type | Capacity | Manufacturer | Age & Condition | Location |
|------|----------|--------------|-----------------|----------|
| | | | | |
| | | | | |
| | | | | |

EQUIPMENT CATEGORY: _____

| Type | Capacity | Manufacturer | Age & Condition | Location |
|------|----------|--------------|-----------------|----------|
| | | | | |
| | | | | |
| | | | | |

NOTE: The Plant and Equipment Schedule is for information purposes only and will not be used as a basis for award. The information submitted is pertinent to the evaluation of the proposed equipment and its capability to perform the Work as required and as agreed to by the Bidder through the submittal of a Proposal. The Bidder may only omit information that he/she considers proprietary. Provide separate table for each category of equipment including mechanical dredging, excavating, material handling, pile driving, barges, loading, grading, earthworks, trucking, etc. Specify production rate of equipment. Use separate line for each major item. Use additional pages if necessary. Hydraulic cutterhead and hopper dredge equipment shall be listed on the Dredge Data Sheets.

APPENDIX II DAILY PROGRESS REPORT

DAILY CONTRACTOR QUALITY CONTROL REPORT

Date: _____ Contract Day _____
(Report is due by 12:00 p.m. of the following day)

PROJECT: Raccoon Island Rehabilitation Project (TE-48)

WEATHER: (Clear) (P. Cloudy) (Cloudy) (Rain) TEMP. Min. Max.

Wind Speed _____ mph Direction _____

Wave Height at:

Beach _____ feet

Wave Direction _____

LOCATION OF Construction: _____

CONTRACTOR/SUB-CONTRACTOR and area of responsibility:

1. Work Performed Today: (Indicate location and description of work performed.)

2. Results of Surveillance: (Include satisfactory work completed or deficiencies with action to be taken.)

Date: _____

Page 2 of 3

3. Verbal Instructions Received: (List any instructions given by the ENGINEER or ENGINEER, construction deficiencies, retesting required, etc., with action to be taken.)

4. Remarks: (Cover delays and any conflicts in Plans, specifications or instructions.)

5. Safety Inspection: (Report violations noted; corrective instructions given; and corrective actions taken.)

6. Equipment Data: (Indicate items of construction equipment other than hand tools at job site and whether or not used and if operable.)

7. Progress Summary:

| | This Day | To Date |
|-------------------------------------|----------|---------|
| Worked Hours | | |
| Downtime Hours (Explain Below) | | |
| Length of Structure Completed (Ft.) | | |

Explanation of Downtime:

CONTRACTOR's Verification: The above report is complete and correct, equipment used, and works performed during this reporting period are in compliance with the contract drawings and specifications except as noted above.

CONTRACTOR's Approved Authorized Representative

APPENDIX III SURVEY DATA FORMATS

SURVEY DATA FORMATS

Format 1:

**Louisiana Department of Natural Resources
Strategic Online Natural Resources Information System
SONRIS 2000
Coastal Restoration Division**

(See <http://www.savelawetlands.org/site/Descriptors.pdf>)

This format is an ASCII comma-delimited format. The arrangement of the columns is as follows:

Project Number: Alphanumeric value assigned to a project by LDNR used for identification purposes.

Station Number: Alphanumeric value assigned to a station by LDNR used for identification purposes. For survey data, the station is actually the center of the area where surveying occurs.

Group: A classification given to a group of stations that share a common characteristic. For this project, the Group name is the name of the profile line.

Status: Generally describes whether data were collected in the Pre- or Post-construction period.

Date (mm/dd/yyyy): Date the data were collected.

Time (hh:mm:ss): Time the data were collected.

Point Number: Identification number assigned to data point by survey team. In many cases data are collected at points along transects and a station might consist of several transects.

Easting utm83 (m): Horizontal coordinate.

Northing utm83 (m): Horizontal coordinate.

Elevation NAVD88 (m): Elevation relative to North American Vertical Datum of 1988.

Example:

```
BA38-1,38-1, SG1,Post-cons.,06/01/2004,13:00,01,829997.02,3241533.14,-0.91
BA38-1,38-1, SG1,Post-cons.,06/01/2004,13:00,02,829991.87,3241512.72,-1.13
BA38-1,38-1, SG1,Post-cons.,06/01/2004,13:00,03,829991.52,3241511.46,-1.07
BA38-1,38-1, SG1,Post-cons.,06/01/2004,13:00,04,829988.26,3241498.42,-2.23
BA38-1,38-1, SG1,Post-cons.,06/01/2004,13:00,05,829985.45,3241487.40,-2.74
BA38-1,38-1, SG1,Post-cons.,06/01/2004,13:00,06,829985.16,3241486.17,-3.60
BA38-1,38-1, SG1,Post-cons.,06/01/2004,13:00,07,829985.02,3241485.56,-3.63
BA38-1,38-1, SG1,Post-cons.,06/01/2004,13:00,08,829982.27,3241474.66,-3.90
BA38-1,38-1, SG1,Post-cons.,06/01/2004,13:00,09,829982.18,3241474.51,-3.90
BA38-1,38-1, SG1,Post-cons.,06/01/2004,13:00,10,829980.30,3241467.10,-4.24
BA38-1,38-1, SG1,Post-cons.,06/01/2004,13:00,11,829979.81,3241465.17,-4.30
BA38-1,38-1, SG1,Post-cons.,06/01/2004,13:00,12,829978.51,3241459.81,-4.24
BA38-1,38-1, SG1,Post-cons.,06/01/2004,13:00,13,829976.63,3241452.34,-4.63
BA38-1,38-1, SG1,Post-cons.,06/01/2004,13:00,14,829976.34,3241451.27,-4.57
BA38-1,38-1, SG1,Post-cons.,06/01/2004,13:00,15,829974.89,3241445.75,-4.72
```

Format 2:

U.S. Army Corps of Engineers Beach Morphology Analysis Program - Free Format

This format is an ASCII format listing the profile line name, the number of points on each profile, and the distance and elevation values:

```
<Profile Name #1      Easting of Origin      Northing of Origin,      Azimuth of Origin      Date>
<Number of Points>
<Distance Value #1>  <Elevation Value #1>
<Distance Value #2>  <Elevation Value #2>
<Distance Value #3>  <Elevation Value #3>
(etc.)
<Profile Name #2      Easting of Origin      Northing of Origin,      Azimuth of Origin      Date>
<Number of Points>
<Distance Value #1>  <Elevation Value #1>
<Distance Value #2>  <Elevation Value #2>
<Distance Value #3>  <Elevation Value #3>
(etc.)
```

All of the above values are to be reported in State Plane NAD83 / NAVD88 feet. Meters or UTM coordinates are not acceptable. Distance values may be calculated according to the following formula:

$$\text{Distance Value} = \begin{aligned} &[(\text{Easting of Point}) - (\text{Easting of Origin})] \cdot \sin(\text{Azimuth of Origin}) + \\ &[(\text{Northing of Point}) - (\text{Northing of Origin})] \cdot \cos(\text{Azimuth of Origin}) \end{aligned}$$

Example:

```
SG01  3831677.3 278768.2 195.0 06-01-2004
6
-154.2 -1.1
-133.7 3.0
197.4 3.0
332.4 6.0
542.4 6.0
938.4 -2.8
SG02_P11 3832115.0 278650.1 195.0 06-01-2004
5
-553.1 3.0
113.9 3.0
248.9 6.0
458.9 6.0
936.5 -4.6
SG03  3832553.5 278531.7 195.0 06-01-2004
6
-454.4 1.5
-447.0 3.0
54.6 3.0
189.6 6.0
399.6 6.0
873.6 -4.5
```

Format 3:

X, Y, Z, Profile Line Comma Delimited format

This format is an ASCII comma-delimited format. The arrangement of the columns is as follows

Easting (State Plane NAD83, feet)

Northing (State Plane NAD83, feet)

Elevation (Elevation relative to North American Vertical Datum of 1988 in feet)

Profile Line Name

Example:

| | | | |
|------------|-----------|--------|-----|
| 3832117.8, | 280412.5, | -3.0, | SG1 |
| 3832100.0, | 280345.8, | -3.7, | SG1 |
| 3832098.8, | 280341.7, | -3.5, | SG1 |
| 3832087.5, | 280299.1, | -7.3, | SG1 |
| 3832077.8, | 280263.1, | -9.0, | SG1 |
| 3832076.8, | 280259.1, | -11.8, | SG1 |
| 3832076.3, | 280257.1, | -11.9, | SG1 |
| 3832066.8, | 280221.5, | -12.8, | SG1 |
| 3832066.5, | 280221.0, | -12.8, | SG1 |
| 3832060.0, | 280196.8, | -13.9, | SG1 |
| 3832058.3, | 280190.5, | -14.1, | SG1 |
| 3832053.8, | 280173.0, | -13.9, | SG1 |
| 3832047.3, | 280148.6, | -15.2, | SG1 |
| 3832046.3, | 280145.1, | -15.0, | SG1 |
| 3832041.3, | 280127.1, | -15.5, | SG1 |

APPENDIX IV USACE PROJECT PERMIT

APPENDIX V LDNR COASTAL USE PERMIT

APPENDIX VI

PREVAILING WAGE DETERMINATION SCHEDULE

General Decision Number: LA100015 03/12/2010 LA15

Superseded General Decision Number: LA20080015

State: Louisiana

Construction Type: Heavy Construction

Counties: Louisiana Statewide.

DREDGING PROJECTS ALONG THE GULF COAST AREA INCLUDING THE MISSISSIPPI RIVER AND ITS TRIBUTARIES TO THE OHIO RIVER

Modification Number Publication Date
0 03/12/2010

* SULA1994-001 04/01/1994

| | Rates | Fringes |
|------------------------------|---------|---------|
| Derrick Operator..... | \$ 7.25 | |
| Dozer Operator..... | \$ 7.25 | |
| Dredge 16" and Over | | |
| Deckhand..... | \$ 7.25 | |
| Dredge tender operator..... | \$ 7.25 | |
| Fireman..... | \$ 7.25 | |
| First assistant engineer.... | \$ 7.25 | |
| Leverman..... | \$ 7.25 | |
| Oiler..... | \$ 7.25 | |
| Second assistant engineer.. | \$ 7.25 | |
| Shoreman..... | \$ 7.25 | |
| Third assistant engineer.... | \$ 7.25 | |
| Truck driver..... | \$ 7.25 | |
| Welder..... | \$ 7.25 | |
| Dredge Under 16" | | |
| Deckhand..... | \$ 7.25 | |
| Dredge tender operator..... | \$ 7.25 | |
| Leverman..... | \$ 7.25 | |
| Oiler..... | \$ 7.25 | |
| Welder..... | \$ 7.25 | |
| Hydraulic Dredging | | |
| First cook..... | \$ 7.25 | |
| Handyman..... | \$ 7.25 | |
| Janitor, cabin person..... | \$ 7.25 | |

| | | |
|---|---------|--------|
| Second cook..... | \$ 7.25 | |
| Marsh Buggy Dragline, Oiler..... | \$ 7.25 | |
| Marsh Buggy Dragline, Operator... | \$ 7.25 | |
| Self-Propelled Hopper Dredge, Drag Tender..... | \$ 9.70 | 3.45+a |

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

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

APPENDIX VII FIELD ADJUSTMENT REPORT

APPENDIX VIII REQUEST FOR INTERPRETATION

APPENDIX IX SURVEY MONUMENTS



VICINITY MAP Scale: 1" = 2,000'

Reproduced from 2013 GOOGLE Earth Aerial Image

Station Name: "TE48-SM-01"

Monument Location: Located in Terrebonne Parish, Louisiana, on the north side of Raccoon Island in Isles Dernieres, and is approximately 24 miles southwesterly of Cocodrie, Louisiana.

Monument Description: NGS style floating sleeve monument; datum point set on 9/16" stainless steel sectional rods driven 88 feet to refusal, set in sand filled 6" PVC pipe with access cover set flush with the ground.

Stamping: "COON"

Installation Date: January 2005

Monument Established By: John Chance Land Surveys, Inc.

For: La. Dept. of Natural Resources, CRD

Date of Survey Update: March 10-12, 2015

Monument Updated By: T. Baker Smith, LLC

Adjusted NAD 83 (2011-Epoch 2010) Geodetic Position

Lat. 29° 03' 14.79114" N
 Long. 90° 55' 59.37394" W

Adjusted NAD 83 Datum LSZ (1702) Feet

N= 201,740.531
 E= 3,408,702.132

Adjusted NAVD88 (2011-Epoch 2010.0) Height

Elevation = 1.488 feet (0.454 mtrs.) (Geoid12A)

Ellipsoid Height = -23.624 mtrs.
 Geoid12A Height = -24.078 mtrs.



**APPENDIX X U.S. COAST GUARD NOTICE OF INTENT TO WORK
INFORMATION REQUIREMENTS**



**8TH COAST GUARD DISTRICT MARINE INFORMATION SECTION OF
THE AIDS TO NAVIGATION BRANCH. (504) 671-2327**

FAX: (504) 671-2137

E-MAIL: d8marineinfo@uscg.mil

SECTOR OFFICES:

MOBILE: (251) 441-5999

NEW ORLEANS: (504) 365-2200

GLAVESTON: (713) 678-9055

CORPUS CHRISTI: (361) 939-6393

UPPER MISSISSIPPI: (314) 269-2610

LOWER MISSISSIPPI: (866) 777-2784

OHIO VALLEY: (502) 779-5422

**TIME LINE: PROVIDE THE REQUESTED INFORMATION IDEALLY 7 TO 10 DAYS PRIOR TO THE
ACTIVITY.**

INFORMATION REQUESTED:

**ANY DREDGING OR OTHER OPERATIONAL ACTIVITY THAT IMPACTS THE SAFE NAVIGATION ON
FEDERAL WATERWAYS.**

1. DATES (INCLUSIVE) OF OPERATION.
2. HOURS OF OPERATION (24 HOURS/DAYLIGHT HOURS ONLY).
3. NAMES OF THE INVOLVED VESSEL(S).
4. WORKING AND STANDBY FREQUENCIES.
5. SPECIFIC LOCATION (MILE MARKER/BANK).
6. ANY SPECIFIC INSTRUCTIONS OR CONCERNS THAT WOULD BE PERTINENT TO THE MARINER.

NOTE: WE CAN ONLY PROVIDE INFORMATION. WE CANNOT DIRECT THE MOVEMENTS OF VESSELS. WE URGE THE MARINER TO ADHERE TO THE REQUESTED ACTIONS.

ACTION: THE COAST GUARD WILL ISSUE A BROADCAST NOTICE TO MARINERS AND/OR INCLUDE THE INFORMATION INTO THE APPROPRIATE LOCAL NOTICE TO MARINERS.

IF THE SITUATION DICTATES (LAST MINUTE CHANGES OR NOTIFICATION), A CALL TO MY OFFICE AND THE BROADCAST NOTICE TO MARINERS CAN BE ISSUED/CHANGED/MODIFIED.